

Agreement between
SEIU Healthcare 1199NW & MultiCare Yakima
Memorial Hospital

**Multicare Yakima
Memorial Hospital
2024-2026 Contract
Service Bargaining Unit**



SEIUHealthcare®
United for Quality Care

By and Between
MULTICARE YAKIMA MEMORIAL HOSPITAL
and
SEIU HEALTHCARE 1199NW – Service
March 15, 2024 – January 1, 2026

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ARTICLE 1 – RECOGNITION

The Hospital recognizes SEIU Healthcare 1199NW as the sole and exclusive representative for all full-time, part-time, per diem, occasional and available service unit employees at MultiCare Yakima Memorial Hospital as outlined in the certification of the National Labor Relations Board in Case No. 19-RC-084190, a copy of which is attached as Exhibit A.

ARTICLE 2 – MEMBERSHIP

2.1 **Membership.** Membership in the Union is not a required condition of employment. All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, or who become members of the Union in good standing during the term of this Agreement, shall remain members of the Union during the term of this Agreement.

Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail with a copy to the Human Resources Department within the last thirty (30) days prior to the expiration date of this Agreement.

2.2 **Current Address.** Employees will keep the Employer informed of any changes in address or phone number. Effective when Workday goes live, employees must update their information in the Employee Resource Center.

2.3 **Rosters.** Monthly, the Hospital shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, employee identification numbers, hire dates, job classification, shift, FTE status, and hourly rates for pay for each employee. This list shall be emailed in Microsoft Excel or transmitted in another mutually agreeable format.

Each month, the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated their employment during the previous month.

The Union agrees to refund amounts remitted in error, upon evidence of error. MYMH agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees, upon presentation of evidence of error.

2.4 **Dues Deduction.** During the term of this Agreement and after receipt of a voluntarily signed check off authorization form dated and executed by an employee, MYMH shall deduct dues or agency fees from the pay of such employee, until such check off authorization is revoked by the employee in accordance with the terms thereof and applicable law. The amount deducted and a roster of all employees using payroll deduction will be promptly transmitted 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.

- a. Deductions will be made pursuant to this Section in accordance with applicable law governing priorities between deductions required by law and voluntary employee deductions.

- b. The Union agrees to refund amounts remitted in error, upon evidence of error. MYMH agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees, upon presentation of evidence of error.

2.5 **Voluntary Political Action Fund Deduction.** During the term of this Agreement, the Hospital shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU COPE political action contribution wage authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital'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 indemnifies and holds the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's costs of administering this check-off. Accordingly, the parties agree that the Hospital will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable costs of administering the check-off.

2.6 **Hold Harmless.** The Union will 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 action taken by the Employer pursuant to this Article.

ARTICLE 3 – EMPLOYMENT PRACTICES

3.1 **Employment Status.** The employment status of employees shall be determined as follows:

- a. **Probationary status** is held by all employees for the first three (3) consecutive months of employment, unless extended by mutual agreement of the employee and Employer. A probationary employee may be terminated without cause and without recourse to the grievance procedure.

Following Workday go live, probationary status will be at least ninety (90) calendar days from the first day of work or orientation. If a particular unit maintains a uniformly-applied extended orientation period which exceeds ninety (90) days, the probationary period shall automatically be extended to the end of the extended orientation period. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended at MYMH 's discretion for up to ninety (90) days by written notice to the employee sent before the expiration of the initial probationary period. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason and without notice, and such

discharge shall not be subject to the grievance and arbitration procedure. Probationary employees shall not be required to give fourteen (14) days' notice of termination. Upon successful completion of the probationary period, an employee's seniority date will be retroactive to the employee's date of hire.

b. **Regular** status is held by full-time, part-time and occasional employees after three (3) months' employment unless the probationary period is extended by mutual agreement of the employee and Employer.

Following Workday go live, this definition of regular status will not apply.

c. **Full-time** status is held by all employees regularly scheduled to work forty (40) hours per seven (7) day work period or eighty (80) hours per fourteen (14) day work period.

Following Workday go live, regular full time status will be defined as:

d. **Regular Full-Time Employee.** An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status or position, and who is in a position which has budgeted/approved hours of seventy-two (72) or more in a fourteen (14) day pay period.

e. **Part-time** status is held by all employees regularly scheduled to work at least twenty (20) hours per seven (7) day period or at least forty (40) hours per fourteen (14) day period. All part-time employees shall be compensated on the same basis as full-time employees, except that benefits shall be reduced in proportion to the reduced work week which they work (except compassionate leave).

Following Workday go live, regular part-time status is defined as:

f. **Regular Part-Time Employee.** An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status, and who is in a position which has budgeted/approved hours between eight (8) and fewer than seventy-two (72) in a fourteen (14) day pay period. (Employees with less than forty (40) budgeted/approved hours per pay period are not eligible for benefits unless so specified).

A regular part-time employee with approved hours between eight (8) and fewer than seventy-two (72) per fourteen (14) day pay period may elect to receive a premium of twelve percent (12%) above his/her base rate of pay ("per diem premium") in lieu of paid sick and PTO leave. Election of the per diem premium may occur at date of hire, upon a change from full-time to part-time status or during open enrollment. Employees who have elected the per diem premium are entitled to unpaid PTO time, which will be accrued, tracked and scheduled in the same manner as paid PTO is accrued, tracked and scheduled for regular employees.

Regular part-time employees who have accumulated, unused paid PTO and personal leave when they elect to receive the per diem premium shall be entitled to use such paid

leave until it is exhausted, in accordance with applicable MYMH policies and procedures. Any balance of accumulated, unused sick leave will be frozen and unavailable to the employee until the employee's status changes to regular full-time or regular part-time without the per diem election.

g. **Occasional** status is held by all employees who regularly work less than twenty (20) hours per seven (7) day period or forty (40) hours in a fourteen (14) day period. Occasional status will end with the go live of Workday.

h. **Available** status is held by all employees who do not work definitely scheduled hours, but make themselves available for work when needed. Shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay will apply. No benefits or job-bidding seniority will accrue. Internal educational and employment requirements must be met to maintain available status. Available status employees must work a minimum of three (3) shifts during each consecutive three (3) month period. Employees reclassified to available status shall retain their prior step level for pay purposes in addition to the hours needed to maintain available status. Available status will end with the go live of Workday.

Following Workday go live, Occasional and Available status will be replaced by:

3.2 **General Supplemental Employee.** An employee who has no guaranteed or regularly scheduled hours and has signed a General Supplemental Employee Agreement. Shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay will apply. General supplemental employees are hired to cover staffing needs of specific Clinical Groups and must meet clinical requirements established by MYMH for each group. General supplemental employees must be available to work a minimum of three (3) open shifts during each consecutive three (3) month period. General supplemental employees will be scheduled to cover shifts for reasons such as census fluctuations and sick calls. General supplemental employees are not eligible for benefits unless so specified.

a. **Per Diem** status is held by all employees who do not work definitely scheduled hours, but make themselves available for work when needed, including more than one (1) shift (days, evenings or nights), and at least two (2) holidays per calendar year and one (1) out of four (4) consecutive weekends. Employees reclassified to per diem status shall retain their prior step level for pay purposes plus a fifteen percent (15%) premium above the base rate of pay in lieu of all benefits except shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay. Job-bidding seniority shall not accrue. Step increases shall occur based on Article 6.1. Per Diem employees who return to regular full-time or part-time status within twelve (12) months shall have their seniority and accrual rates reinstated. Employees who change to per diem from full-time or part-time status shall have the option of whether to retain accrued sick leave or receive a termination pay-out (Section 10.6) during the twelve (12) month period. Per Diem status as defined above will end with the go live of Workday and be replaced by the following:

3.3 **Unit Based Supplemental Employee.** An employee who has no regularly scheduled hours and has signed a Unit Based Supplemental Employee Agreement. Unit based supplemental employees are utilized to cover the staffing needs of a specific unit. Each unit based committee, shall determine guidelines for how unit based supplementals will be used to cover the staffing needs (For example, supplementals may work in excess of the minimum requirements and may take call). The Employer retains the discretion to modify the guidelines to meet the needs of the unit. The Employer will meet with the unit based committee and discuss alternatives. Unit based supplemental employees must be available at least ~~four~~ (4) two (2) open shifts per month, including night, evening, and weekend shifts, and must be available to cover two (2) of the holidays identified in of this Agreement. MYMH may schedule unit based supplemental employees to cover shifts for reasons such as census fluctuations, vacations, extended ill periods, and other leaves of absence of employees. Unit based supplemental employees are not eligible for benefits unless so specified.

- (i) Unit based supplemental employees receive a premium of sixteen percent (16%) above his/her base rate in lieu of all benefits. Unit based supplemental employees are eligible for premium pay and differentials as specified in this Agreement.
- (ii) Unit based supplemental employees must complete a Unit Based Supplemental Employee Agreement. A copy of the Unit Based Supplemental Employee Agreement will be maintained in the employee's personnel file. Unit based supplemental employees must abide by the requirements of the Agreement s/he signs in order to remain in employment with MYMH. MYMH retains the right to alter these standard agreements, in its discretion, based on patient care and unit needs, in accordance with this Agreement.
- (iii) Unit based supplemental employees also must complete an "Available to Work" Calendar in accordance with applicable MYMH policy.
- (iv) An employee whose status changes from regular to unit based supplemental will be cashed out of accumulated balance of PTO, up to the maximum allowed pursuant to of this Agreement, unless the employee requests otherwise, and MYMH agrees, in its discretion. Sick leave balances will be frozen and not used except in such case where the unit based supplemental employee is pre-scheduled to work at least one week in advance and he/she experiences a sick leave qualifying event. In such case, sick leave hours may be used for the scheduled shifts not worked.

3.4 **Preceptor.** A preceptor is an employee experienced and proficient in clinical teaching and communication skills, who has completed the appropriate in-service program and/or is assigned by the Employer the responsibility for planning, organizing and evaluating the training of newly hired employees or students. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance, and orientation for new employees and generally is short term in nature.

3.5 **New Classification.** The Hospital may establish new classifications as needed, after first notifying the Union in advance of the proposed classification and the rate of pay. The Union may request discussion of the proposed classification and rate of pay. Any disputes shall be subject to the grievance and arbitration procedure.

3.6 **Resignation in Good Standing.** Employees who wish to resign employment must obtain an Employment Separation Packet in the Human Resources Office and follow the procedures designated by that office. Employees wishing to resign employment in good standing are expected to give as much advance notice as possible and at least fourteen (14) days' written notice. Failure to give notice shall result in the employee not being considered as having terminated in good standing. The Employer will give consideration to situations that would make such notice by the employee impossible. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, he/she must work all scheduled shifts during the notice period or shall be considered as not having terminated in good standing.

3.7 **Discharge/Discipline. Just Cause.** No non-probationary employee shall be disciplined or discharged without just cause. A non-probationary employee who feels he/she has been disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written progressive guidance), and review of performance expectations or evaluations shall not constitute discipline, and therefore shall not be subject to the grievance procedure. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.

3.7.1 **Progressive Discipline.** The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, serious warning, final warning and discharge. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be discharged for a first offense if the type of the offense so warrants. Written warnings shall expire after two (2) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, the Employer shall have the right to disregard the forgoing expiration period where an employee has demonstrated a recurring pattern in the progressive disciplinary process.

3.7.2 **Union Representation.** An employee may request the attendance of a Union representative during any investigatory meeting which they reasonably believe may lead to disciplinary action.

3.7.3 **Copies of Written Discipline.** Employees will be provided a copy of any written discipline, and shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees shall have the opportunity to provide a written response to any disciplinary action to be included in the personnel file.

3.8 **Report Pay.** Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours of work at the regular rate of pay. This commitment shall not apply when the Employee volunteers to be released from duty or the Employer has made a good faith

effort to notify the employee at least one and one-half (1 ½) hours in advance of the scheduled shift not to report for work. Documented attempts to reach the employee will be recorded. It shall be the responsibility of the employee to notify the Hospital of the employee's current address and telephone number.

3.9 **Low Census.** The Hospital shall, within the Hospital unit, endeavor to implement low census as follows:

- a. Outside agency.
- b. Volunteers. Employees who are scheduled to work but volunteer to be released from duty due to low census shall continue to receive medical and dental coverage.
- c. Available employees.
- d. Return employees to authorized hours.
- e. Occasional employees.
- f. Per diem employees. Regular employees rotated equitably as long as the required skill levels and operational requirements of the Hospital are met, beginning with the least senior employee in the unit. A traveling employee who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census.
- g. Low census hours taken shall be considered hours paid for the accrual of all benefits, and seniority. Prior to assigning low census hours, the Hospital may assign the employee to skill development, planned cross-training consistent with organization and patient care needs as determined by the Hospital, or other related duties within the Hospital for which the employee is qualified. To maintain equitable rotation, employees may choose to work other than their regularly scheduled shifts. An employee who is required to take low census shall have the opportunity to state to the employee's supervisor that he/she wishes to work that day. That supervisor shall attempt to locate work in the Hospital that the employee is qualified to perform subject to 3.14 ("Float"). Consideration for such temporary reassignment shall be given to employees who, in the Hospital's judgment, are more affected by low census. If an employee is required to take low census, the employee will be excused for the entire scheduled shift unless mutually agreed otherwise. An employee may use accrued holiday and vacation leave during low census.

3.9.2 Following Workday go live, the following language will replace the above provision:

- a. Volunteers. Employees who are scheduled to work but volunteer to be released from duty due to low census. PTO or low census without pay may be used.
- b. Outside agency.
- c. Overtime (not due to callback or incentive shift), whenever possible.

- d. General supplemental employee.
- e. Unit base supplemental employee working beyond their required shifts.
- f. Employees working above their approved hours.
- g. Unit based supplemental staff working at or below their required shifts.
- h. Regular full-time and regular part-time employees who have floated from another unit.
- i. Regular full-time and regular part-time employees.

Low census shall be rotated in accordance with applicable MYMH policies and procedures. MYMH will endeavor to rotate low census equitably among all employees within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by MYMH.

MYMH may assign low census on a partial or full-shift basis, in its discretion. Employees assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census, MYMH will maintain a skill level mix appropriate to the remaining patient requirements. Employees may elect to use accumulated, unused PTO or paid personal leave to be compensated for hours lost due to the low census assignment.

A regular employee taking voluntary or mandatory low census shall not have their PTO and sick leave accrual rates reduced as a result of being low censused, and shall have the option of using accrued PTO.

An employee who is low-censused and desires additional hours to get up to the employee's approved hours shall notify the employee's supervisor in writing.

3.10 Temporarily-Reduced Schedules. Full-time and part-time employees who agree to work temporarily-reduced schedules at the request of the Hospital shall not lose any benefits to which their authorized status otherwise entitled them provided the reduced time does not exceed thirty (30) days in one (1) year. Where the reduction exceeds thirty (30) days in one (1) year, the employee's FTE status shall be changed.

The Hospital shall post any new and vacant employee positions, FTEs, or any portion of an FTE on the intranet for not less than five (5) calendar days. New positions will not be posted on the weekends. A temporary position (one which the human resource director expects to exist for less than ninety (90) days need not be posted). The Employer shall not fill the position for the first five (5) days of the posting unless circumstances require immediate replacement. An employee may apply at the time of posting. The employee will be notified when the position has been filled. Whenever a job opening occurs in the bargaining unit, the Hospital will give preference to currently employed employees, provided their skill, competency, and ability to perform the position are equal with those of the other applicant as determined by the human

resource director based upon documented performance standards, evaluations, and qualifications. When filling a position with currently employed employees, their skill, competency, and ability to perform the position as determined by the Hospital, will be controlling; when such skill, competency, and ability is equal, the more senior employee will get the position. At the Hospital's discretion, an employee's request for transfer to a new position may be denied if the employee's current position has been held for less than one (1) year.

An available or per diem employee who has been working regularly on the monthly schedule for four (4) months or more (excluding coverage for planned or unplanned absences, FMLA, jury duty workers' compensation absences, etc.) may ask their manager and/or Human Resources to do a review to determine whether a regular status position should be posed for the hours being worked. A staff member in the affected department may also make this request. The Hospital will complete its review within fourteen (14) days and will either request to post the hours, or provide a written determination based on the needs of the unit involved and the reasons the hours have been worked.

3.11 **Personnel File.** All employees shall have access to see their personnel files by appointment with the HR Director or his/her designee.

3.12 **Contract.** The Union shall make available a copy of this Agreement to each newly hired registered employee in the bargaining unit within the first week of employment/orientation.

3.13 **Performance Evaluations.** A performance evaluation program should be considered as a step in bringing about, as well as determining, progress in achieving personal and professional growth and development, resulting in better patient care. Employees should participate in a performance evaluation at the end of their probationary period and annually thereafter. The employee will be given access to their evaluation. The employee may make additions to or comment on the performance evaluation, in writing, and attach it as a permanent part of their evaluation record. Employees will receive their annual salary increases independent of whether they have received their annual evaluations.

3.14 **Personnel Action Forms.** Electronic Personnel Action Forms, to which an employee will have access, will be used to specify changes in employment status. Upon request, a copy of the Personnel Action Form showing change in status, pay, shift or leave of absence will be made available to the employee at the time of the change. A new employee will be given access to the form specifying date of hire, and step for salary purposes. Personnel Action Forms will not be used for any purpose after the go live of Workday.

3.15 **Float.** Except in emergencies, employees will only be required to float to those areas within the Hospital where they have received orientation necessary to perform assigned tasks. When required to float, employees will not be required to perform tasks or procedures for which they have not been trained. The Hospital and Union encourage the employees to meet new challenges and gain new knowledge.

3.16 **Job Transfer.** Employees receiving transfer to new positions will be assured that position as soon as practical. Should a delay arise, the employee will receive written explanation.

3.17 **Orientation.** The orienting employee will be assigned to work with other experienced employees in order to facilitate the learning of needed skills and the organization of the unit/department. A Skills Check List specific to each unit/department will be used to indicate past experiences and present needs for the orienting employee. The Employee Manager or Supervisor will make a good faith effort to adjust assignments based on the documented skills level attained or needed.

3.18 **Regular Rate of Pay.** The regular rate of pay shall be defined as the employee's hourly wage unless the employee is entitled to FLSA overtime in which case the employee will be paid in accordance with FLSA's requirements.

3.19 **Successors.** The Hospital will notify any legal successor about this Agreement, and encourage any such successor to adopt the Agreement.

ARTICLE 4 – SENIORITY- LAYOFF- RECALL

4.1 **Definition.** For layoff and recall purposes, subject to the other provisions of this Article seniority is determined based upon hours paid (excluding overtime) since the most recent date of hire in the bargaining unit. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire. Following Workday go live, seniority will be defined as follows:

4.2 **Seniority Defined.** Seniority shall be based on an employee's continuous length of service from most recent date of hire as a regular full-time or part-time employee working at Memorial. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

4.3 **Unit Based Supplemental Employees.** Shall accrue seniority in the same manner as regular full-time or regular part-time employees, however seniority of unit based supplemental employees will not apply for purposes of layoff.

4.4 **Comparing Seniority.** Where seniority dates of employees are the same, the order of the employee on the seniority list will be determined based on data available in the Hospital's system. The employee with the most hours worked will be most seniority.

4.4.1 An employee who returns to MYMH from the recall list following a layoff no later than eighteen (18) months following layoff shall have their prior accrued seniority restored. TA

4.4.2 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

4.4.3 A bargaining unit employee who moves into a non-bargaining unit position will cease to accrue seniority. If they return to a bargaining unit position, their seniority will be restored.

4.5 **Loss of Seniority.** Seniority shall terminate for any of the following reasons:

- a. Voluntary termination;
- b. Discharge for proper cause;
- c. Failure to report from layoff within five (5) days after receiving notification to return to work (subject to Article 4.3);
- d. Failure to keep the Hospital informed of current address, telephone number and the employee's continued interest in employment while on layoff. (Article 4.3.1);
- e. Layoff for more than twelve (12) consecutive months;
- f. Absence due to occupational sickness or injury at work for more than twelve (12) months, after using accrued sick leave and/or vacation; this time may be extended by mutual agreement;
- g. Absence due to other sickness or injury for more than six (6) months, after using accrued sick leave and/or action; this time may be extended by mutual agreement.

On a one time only basis, employees who transfer back to an FTE position (for example, move from available status to a full time and/or part time position) within six (6) months, shall have their prior seniority reinstated.

4.6 **Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital, excluding reductions by attrition. Layoffs shall be by job classification within a department/unit. In the event of a layoff, the employee(s) with the least amount of seniority shall be laid off first. Providing skill, competence and ability are considered substantially equal in the opinion of the Hospital. An applicable certification shall be considered a bona fide "qualification" for purposes of this section. Prior to implementing a layoff, the Hospital will seek volunteers for layoff from among employees in those job titles affected by the layoff. Agency personnel, travelers and probationary employees within the affected job title will be released prior to laying off regular employees. Open (vacant) positions within the job title affected by a layoff (or mutually agreed upon related job titles) will not be filled during the period beginning with the notice of layoff to the date of the layoff.

4.6.1 **Layoff Notice.** Prior to the announcement or notice of layoff to the employee(s), the Hospital shall notify the Union of the layoff. Thirty (30) days' advance notice of layoff (or pay in lieu thereof) will be given to the employees subject to layoff except for unforeseeable conditions preventing such notice, which are beyond the Hospital's control. For layoff purposes, the cutoff date for determining seniority shall be the end of the pay period immediately before the announcement of layoff. Upon Union request, the

parties will meet for the purpose of discussing the effects of the layoff. The Union shall receive a seniority roster, together with listings of any vacant bargaining unit positions.

4.6.2 Unit Closure. If a unit is permanently closed, this closure shall be regarded as a layoff and the above procedures shall be utilized.

4.6.3 Reassignment. In the event the layoff results in more employees being assigned to a shift than are required, the least senior employee(s) on the affected shift(s) shall be reassigned.

4.6.4 Layoff Options.

a. Employees subject to layoff have the option to take a vacant position for which they are qualified or would be qualified if, in the Hospital's determination based upon established criteria, the employee could reasonably be expected to become competent and qualified to perform the required work with up to three (3) weeks training/orientation.

b. Displace an employee in the appropriate job title per Article 4.5.

c. Recall per Article 4.3

4.7 **Recall.** Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur within their job titles, employees will be reinstated. Employees providing skill, competence and ability are considered equal or greater in the opinion of the Hospital. If an employee is offered recall to any position which is not comparable (i.e., different job title, FTE or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster. An employee on recall shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue benefits while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

4.7.1 Notification to Hospital. Employees on layoff must submit to the Hospital an email or written statement expressing a continuing interest in employment with the Hospital. These statements must be sent by certified mail to the Hospital's Human Resources Department during the ten (10) day period following the initial layoff. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Hospital notified of a current mailing address and home telephone number, the employee's name shall be eliminated from the recall list and the Hospital's recall commitments shall terminate.

4.7.2 Temporary/Intermittent Work. If requested by the employee, an employee specifically designated for layoff may take scheduled temporary shifts throughout the Hospital on the basis of seniority; provided the employee is qualified as determined by the Hospital, based upon established criteria, and the additional hours do not result in overtime or premium pay. If an employee has been laid off, the employee may notify the Director of Human Resources in writing of the employee's interest in and specific

availability for temporary/intermittent/Per Diem work. The employee will identify those job titles and departments/units the employee is competent to work and the shifts and days of the week the employee is available. The Hospital will make a good faith effort to provide as much work for the employee as is practical in mutually agreed upon job titles and departments/units subject to the employee's availability and the ability of the Hospital to notify the employee on a timely basis. Subject to these conditions, such laid off employees will be given the opportunity to work in approved job titles and departments/units ahead of other per diem, available, or occasional employees.

4.8 **Department/Unit Restructure.** Unit merger and/or restructure shall be defined as the combining or division of separate units or departments, a change in a department that affects FTE, pay, shift or schedule change of more than two hours and/or impacting more than two people. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least fourteen (14) days advance notice prior to a unit merger or significant restructure. During this fourteen (14) day period, the Employer and the Union will meet to discuss the changes. Employees within a classification may bid for the same shifts/same hours they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If through this bid process an employee is unable to retain the same shift/same hours he/she had prior to the restructuring, he/she may bump to other shifts within the employee's classification based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is not assigned a position on the new or restructured department or unit, the employee shall be considered to be laid off and shall have the options identified in Article 4.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, work schedule, and primary assigned work area (applies to housekeeping only).

For the first three (3) months after a restructure, if the employer needs to alter the schedule in a way that affects less than two hours and/or impacts less than two people, the employer will notify the union prior to making a final decision and shall, upon request of the union, meet to address concerns and consider any alternatives proposed by the union.

4.9 **Layoff Options.** If an employee(s) is not assigned a position on the new or restructured department or unit, the employee(s) will have layoff options as per Article 4.2.4.

4.10 **Low Seniority Pool.** A pool of the least senior employees in the same job classification in the Hospital will be created equal to the number of employees with that job classification who are designated for layoff. In order of seniority, employees designated for layoff may choose to displace any position in the low seniority pool, provided the employee is not in the pool and is qualified or would be qualified for the position if, in the Hospital's determination, based upon established criteria, the employee could reasonably be expected to become competent and qualified to perform the required work with up to three (3) weeks training/orientation. Any

employee displaced from this pool shall be subject to layoff with recall or may apply for a vacant position in accordance with Article 4.2.4, sections a. and c.

4.11 **Change in Worked Hours.** If a permanent or prolonged reduction in hours of work is determined by the Hospital to be necessary, the least senior employee(s) on the shift in that department/unit will receive the reduction. The Hospital will first seek volunteers from the unit and shift to accomplish these changes. Any employee subject to an involuntary reduction pursuant to this section shall be given preference for additional hours on the unit and shift as new hours for which they are qualified become available up to their prior FTE. Any full-time or part-time employee subject to an hours reduction under this section shall be given preference for temporary/intermittent work throughout the Hospital up to their prior position under the same conditions as those set forth in Section 4.3.2. This commitment shall last for a period of twelve (12) months from date of the hours reduction.

4.12 **Severance Benefits.** To be eligible for severance benefits, an employee must be a regular employee and must meet the following conditions:

- a. Have worked a minimum of 416 hours for the immediately preceding twelve (12) months;
- b. Have voluntarily terminated employment under the provisions of Article 5, or volunteered for layoff; and
- c. Have not been offered a comparable job. A comparable job is defined as a regular position within the same job classification in the bargaining unit with less than a ten (10%) difference (plus or minus) in wages and budgeted/approved hours.

An employee who satisfies the foregoing conditions shall receive the severance benefits specified below.

4.12.1 **Lump Sum Payment.** A one-time payment of severance and benefits consideration will be made to eligible employees. This payment does not include “in lieu of notice” pay and is in addition to cash payments for unused, accumulated PTO or regular wages earned due at the time of termination.

Lump Sum Payment & Benefit Schedule

Years of Service	Weeks of Pay	Months of Benefits Consideration
0 – 2	2	2
3	3	2
4	4	2
5	5	2
6	6	2
7	7	2
8	8	2
9	9	2
10	10	3

11 – 15	12	3
16 – 20	13	3
21+	14	4

The severance benefit for eligible regular full-time and regular part-time employees shall be pro-rated based on their budgeted/approved hours.

Benefits consideration will be based on benefit premiums by the Employer for the employee and dependents (if covered at the time of layoff) and will include medical, dental and vision. No benefit accruals or retirement credits are incurred during the period.

Payments are based upon an employee’s base rate.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 **Standard Work Period.** The standard work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. Post Workday go live, the basic workweek will consist of seven (7) consecutive days designated by the Employer.

5.2 **Standard Work Day.** The standard work day shall consist of a defined shift length such as eight (8), nine (9), ten (10) or twelve (12) consecutive hours’ work with at least a thirty (30) minute meal break in accordance with applicable law. A ten (10) minute rest period will be allowed as near to the middle of each four (4) hour half-work day as is possible. Effective with the go live of Workday, a fifteen (15) minute rest period will be implemented in place of the ten (10) minute rest period. If the employee cannot take a rest period or meal period, the employee will be paid at the rate established in the Overtime Article. The Employer will not discipline employees for accurately reporting missed meal periods or rest breaks. The Employer reserves the right to address the reasons the meal periods or rest breaks have been missed. Following Workday go live, nine hour shifts will be discontinued.

5.3 **Rest and Meal Periods.** Following Workday go live, the Employer will continue to provide paid rest breaks and unpaid meal periods consistent with applicable state law. Employees will be provided an uninterrupted rest period of fifteen (15) minutes with pay as part of scheduled work hours for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the four (4) hour work period. Any interruptions to a rest period must be consistent with limitations and penalties under applicable state law.

5.4 **Schedules.** A schedule for two full pay periods (4 weeks) shall be posted by no later than two (2) weeks prior to the beginning of the first (1st) day of the schedule. No employee shall be required to work in excess of six (6) consecutive days unless the employee agrees otherwise. Once posted, schedule changes shall not occur unless done so by mutual consent.

5.5 **Innovative Shifts, Work Periods and Days.** The Hospital and the employees mutually recognize the benefit innovative work schedules may have on recruitment and retention of qualified employees. To further encourage the exploration, development, and offering of innovative work schedules, the Hospital and the employees agree to work together to create an

environment where employees and managers have an opportunity to consider innovative work schedules, taking into consideration such factors as patient care needs, employee interest, cost impact on operations, turnover and vacancy rates, the use of overtime and employee morale.

The innovative work day may be ten (10) or twelve (12) hours.

Employees working a ten (10) hour shift will receive two (2) ten (10) minute paid rest breaks and a thirty (30) minute unpaid meal period. Employees working a twelve (12) hour shift will receive three (3) ten (10) minute paid rest breaks, and a thirty (30) minute unpaid meal period.

Prior to adding, deleting, or making a change in hours to or from innovative work schedules involving an employee (other than one employee replacing another employee), the Hospital will send a notice of such change to the Union. Upon request, the Hospital will discuss the change in a meeting of employees in the affected unit/department.

By mutual agreement between the unit/department manager and the employee, an employee wishing to work twelve (12) hour shifts and who is unable to find a daytime partner may work 11:00 p.m. to 11:00 a.m.; 7:00 p.m. to 7:00 a.m.; or 3:00 p.m. to 3:00 a.m., twelve (12) hour shifts.

Innovative shift employees regularly scheduled to work three (3) twelve (12) hour shifts per week shall be compensated for hours worked and will accrue sick pay, holidays and health benefits as if working forty (40) hours per week. Effective with go live of Workday, innovative shift employees regularly scheduled to work three (3) twelve (12) hour shifts per week shall accumulate PTO and sick leave based on hours worked.

Where work schedules other than the eight (8) hour day work schedule are utilized, the Hospital shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule after six (6) weeks' advance notice to employees. Prior to implementation of a change in work schedule involving a unit or facility, the Hospital will meet with the Union to discuss the contemplated change of schedule.

Agreements to work innovative work periods and schedules may be utilized with mutual agreement between the Hospital and the employee involved, and shall be put in writing and signed by the employee and a Hospital representative.

5.6 Rest Between Shifts. The Hospital will endeavor to schedule employees so that they have an unbroken rest period of at least twelve (12) hours between shifts, unless the change is by mutual agreement. All time worked within nine and one-half (9 ½) hours and continuing until the completion of the shift shall be paid at time and one-half (1 ½). Provided, however, that this Section 5.5 shall not apply to those instances where an employee reports for work three (3) hours or less in advance of the employee's next regularly scheduled shift and the employee has had at least nine and one-half (9 ½) hours off duty prior to the employee reporting for work. This rule shall apply whether the callback assignment is contiguous with the next scheduled shift or whether the callback assignment is completed prior to the beginning of the next scheduled shift and a break in service occurs. This Section 5.5 shall apply if the employee is called back to work

more than three (3) hours prior to the beginning of the employee's next regularly scheduled shift, and does not have a rest break interval of at least nine and one-half (9 ½) hours off duty after completing the callback assignment and before the next scheduled shift.

The following language will be effective when Workday goes live:

5.7 **Rest Between Shifts.** In scheduling work assignments for eight hour shifts, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts. In the event that an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked during that second shift shall be compensated at one and one half (1 and one-half) times the regular rate of pay. This provision shall not apply to education, committee meetings, staff meetings (unless mandatory) or to any standby assignments, including low census standby. This provision applies to callback hours. The terms of this Article apply in its entirety to employees working ten (10) or twelve (12) hour work shift schedules with the exception that the Employer will make a good faith effort to provide each employee with at least (10) hours off duty between shifts and will provide the Rest Between Shift premium described in this Article for those who receive less than ten hours rest.

5.8 **Weekends.** The Hospital will continue its good faith effort to schedule all full-time and part-time employees for two (2) out of four (4) continuous weekends off. When an employee works on an unscheduled weekend, all hours worked will be paid at time and one-half (1 ½). This section does not apply those employees who volunteer for more frequent weekend duty.

Effective with go live of Workday, the Hospital will continue to make a good faith effort to schedule full time and part time employees every other weekend off. In the event an employee works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who request the trading of weekends, to employees who agree to work regularly recurring weekend positions (i.e. Saturday and/or Sunday). Premium pay provided for in this section shall not apply to time spent for educational purposes or to Per Diem employees.

5.9 **Weekend Premium.** An employee working on a weekend shall be paid a premium in accordance with Article 7.8 for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium will be paid on overtime hours worked. For purposes of weekend premium pay, the weekend shall be defined for day and evening personnel as Saturday and Sunday; for night personnel the weekend shall be Friday and Saturday night.

Following Workday go live, the following language replaces the above:

Weekend Differential.

The weekend premium shall be Two Dollars and fifty cents (\$2.50) per hour. Weekend premium will not be considered a part of the regular rate of pay for premium pay

calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who voluntarily agree to more frequent weekend duty.

An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid weekend differential for the hours worked as long as the scheduled shift would have qualified for weekend differential.

5.10 **Shift Rotation.** The Hospital will make a good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as practical.

5.11 **Overtime.** Any time actually worked before and/or after a standard workday of at least eight (8) hours shall be paid at the rate of time and one-half (1 ½) of the regular rate of pay for the first four (4) hours, and at the rate of two (2) times the regular rate of pay for the remaining hours. Employees in the positions of medical records transcriptionist, patient access trainer and pre-billing representative shall not be subject to overtime payments when exceeding the standard or innovative workday as a result of their duties; and such employees will receive overtime when their duties cause them to exceed forty (40) worked hours within an individual week. Other jobs may be added to this classification upon mutual agreement between the Hospital and the Union.

5.11.1 Any time actually worked before and/or after the innovative workday shall be paid at the rate of time and one-half (1 ½) the regular rate of pay if less than sixteen (16) hours are worked. If sixteen (16) or more hours are worked, the innovative shift employee will be paid two times (2x) the regular rate of pay for all hours worked over twelve (12) hours.

5.11.2 Regular pay is the hourly rate of pay, unless the employee is entitled to FLSA overtime in which case the employee will be paid in accordance with FLSA's requirements. Overtime pay shall begin as of the end of the scheduled workday and shall be calculated to the nearest fifteen (15) minutes. There shall be no pyramiding of overtime pay and/or premium pay paid at the rate of one and one-half (1 ½) or double time (2x). Overtime is to be requested and, if approved, approved by the employee's supervisor or designee prior to the end of the scheduled shift whenever possible, but in any event, within twenty-four (24) hours of the shift during which it was worked.

5.11.3 **Change in Worked Hours.** When an employee, at the request of the Employer, reports to work in advance of the assigned shift, the employee and the supervisor may mutually agree that the employee may go home prior to the end of the assigned shift, with pay for time worked.

Effective when Workday goes live, overtime will be paid solely on actual hours worked as follows:

5.12 **Overtime.** Overtime compensation will be paid at one and one-half (1 ½) times the employee’s regular straight-time rate of pay for all hours worked in excess of eight (8) hours in each day as defined in this section or forty (40) hours in each workweek.

If the employee works a scheduled shift other than a basic workday, then overtime compensation shall be paid as follows:

5.12.1 When such scheduled shift is a ten-hour schedule under the attached Ten-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this section or forty (40) hours in each workweek.

5.12.2 When such scheduled shift is a twelve-hour schedule under the attached Twelve-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve (12) hours in each day as defined in this section or forty (40) hours in each workweek.

5.13 **No Pyramiding.** Hours paid at an overtime, differential, or premium rate shall not be duplicated or pyramided—i.e., the overtime, differential, or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only once at time and one-half.

5.14 **Hours paid for time not worked.** Vacation, holiday and sick days shall be paid at the regular rate of pay in addition to all actual hours worked in that pay period. Effective with Workday go live, approved PTO hours will be paid at the regular rate of pay in addition to all actual hours worked in that pay period.

ARTICLE 6 – COMPENSATION

6.1 Wage Increases.

Effective the first or second full pay period following ratification (March 15, 2024) the new minimum wage scale Appendix A will go into effect.

The new wage scale will include an ~20% increase to the most recent pay scale plus current steps (proposed pay scale to be prepared). Note: due to 2023 minimum wage increases already provided, there will be some variance for employees in certain grades/steps, as noted in the wage scale.

Job class movements on pay grades:

- NAC to paygrade 11
- Surgery Aide Transport paygrade 11
- UCA to pay grade 12
- ED Tech to pay grade 12
- Float Pool /Lift Team to pay grade 12
- Phlebotomist to pay grade 12
- OB Techs to pay grade 16
- Telemetry Tech (formerly Critical Care Tech) to Grade 13

Staffing assistant paygrade 6

Positions to add to the wage scale at current grade:

Nurse Tech 2	15
NAC Trainees	7
Phlebotomy Trainees	7

13. Unit Secretary/NAC/Monitor Tech – create new job title Critical Care Tech, pay grade

Second Year Increases: Effective the first or second payroll period following ratification, an across-the-board 7% increase to the new wage scale plus current steps.

Effective first payroll period following January 1, 2025, an across-the-board 7% increase plus current steps.

6.2 **Wage Schedule.** The minimum wage rate and steps for each classification shall be as set forth in Appendix A.

6.2.1 Employees whose hourly wage exceeds the top wage in the wage scale will receive the annual wage increases but will not be eligible for step advancements until their hourly wage is encompassed within the wage scale.

6.3 **Implementation of Wage Changes.** Changes in rates of pay shall become effective at the beginning of the pay period on or after the contract effective date. Step increases are effective on an employee's anniversary date. With the go live of Workday, step increases shall become effective the first of the pay period in which the step date occurs.

6.4 **Hire-In Wage Rates.** New employees shall be credited with years of experience in applicable classifications for placement on the wage scales.

6.5 **Longevity Step Advancement.** Employees will advance to the next longevity step at the beginning of the payroll period on or after completion of one (1) year service and annually thereafter. With the go live of Workday, step increases shall become effective the first of the pay period in which the step date occurs.

6.5.1 If an employee is promoted to a position at a higher paid job classification she/he shall be placed on the new wage scale at the appropriate step pursuant to Article 6.4. Promotion increases are granted concurrently with the employee's assumption of his/her new job. There will be no change to the employee's review date for longevity step advancements due to a promotion.

6.5.2 If an employee is moved to a new job title in the same pay grade, the employee shall be placed on the appropriate step pursuant to Article 6.4, with no change to the employee's anniversary review date for longevity step placement.

6.5.3 If an employee is moved to a new job title in a lower pay grade, the employee shall be placed on the appropriate step pursuant to Article 6.4, with no change to the employee's anniversary review date.

ARTICLE 7 – PREMIUM PAY

7.1 **Shift Differential.** Employees working evening duty (3:00 p.m. to 11:30 p.m. shift) shall receive an additional two dollars (\$2.00) per hour over their regular rate of pay, and employees working night duty (11:00 p.m. to 7:30 a.m. shift) shall receive an additional three dollars (\$3.00) per hour over their regular rate of pay. Employees with scheduled shifts overlapping the aforementioned regular shift times shall be paid the appropriate shift differential for the hours worked.

Effective with the go live of Workday, the following applies:

7.1.1 **Shift 2 (Evening) Differential.** A Shift 2 differential of Two Dollars (\$2.00) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's work hours occur during the 3:00 p.m. to 11:00 p.m. evening shift period.

Example: Employee is scheduled to work from 1:00 p.m. to 9:30 p.m. (with a .50 unpaid meal break). All eight (8) hours are paid at the Shift 2 differential rate because six (6) of the eight (8) hours (the majority of the time) falls during the 3:00 p.m. to 11:00 p.m. evening shift period.

7.1.2 **Shift 3 (Night) Differential.** A Shift 3 differential of Three Dollars (\$3.00) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's work hours occur during the 11:00 p.m. to 7:00 a.m. night shift period.

Example: Employee is scheduled to work from 7:00 p.m. to 7:30 a.m. (with a .50 unpaid meal break). All twelve (12) hours are paid at the Shift 3 differential rate because eight (8) of the twelve (12) hours (the majority of the time) falls during the 11:00 p.m. to 7:00 a.m. night shift period.

7.1.3 An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid shift differential for the hours worked as long as the scheduled shift would have qualified for shift differential.

7.1.4 An employee may be entitled to receive shift differential for attendance at staff meetings and classes that are required for the job and are sponsored by MYMH if the hours in attendance would qualify for shift differential if the employee worked those hours.

7.1.5 If an employee's hours worked are evenly split between two shifts, the higher shift differential will be paid for all hours worked.

7.2 **Standby.** Employees required to “stand by” shall be paid four dollars and twenty five cents (\$4.25) per hour for all hours on standby.

7.3 **Callback.** Any time actually worked in callback shall be compensated at the rate of time and one-half (1 ½) of the regular rate of the employee concerned, except for holidays, when time worked in callback shall be compensated at the rate of two (2) times the regular rate of pay of the employee concerned and shall be paid in addition to the regular pay for standby call. When called back, the employee shall receive time and one-half (1 ½) (double time for holidays) for a minimum of two (2) hours, but not more than eight (8) hours’ pay at the callback rate unless actually worked. The minimum callback hours shall not apply when the employee reports for work in advance of the assigned shift.

Employees who are called back to work in two (2) consecutive eight (8) hour periods shall be paid double time (2x) for all callback time worked in the third (3rd) consecutive eight (8) hour period. Employees who work sixteen (16) hours continuously will be paid double time (2x) after the twelfth (12th) consecutive hour.

7.3.1 Employees who are scheduled to be on standby at the conclusion of their shift, and stay beyond their scheduled stop time for a minimum of thirty (30) minutes, shall be eligible for call-back and the two-hour minimum. Time worked less than thirty (30) minutes will be considered shift overtime in accordance with overtime provisions of this agreement, with the following exceptions:

a. The Employer may call the employee in at the start of their standby shift and initiate callback prior to the end of the 30-minute period.

b. The Employer may also initiate callback prior to the thirty (30) minutes for a standby employee if the standby employee is onsite and providing patient care that they would otherwise be called into perform.

Effective with the go live of Workday, all callback will be paid at the rate of time and one-half (1 ½). Double time will not be paid for callback hours for any reason. Standby pay will not be paid during callback hours.

7.3.2 **Callback Work.** Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the next shift off or a change in the employee’s start time or end time the following shift when the employee has been working on call. To be considered, the employee must notify the Employer not later than one and one-half (1 ½) hours in advance of the employee’s scheduled shift if making such a request. At the employee’s request, an accrued holiday or a vacation day may be used, or the time off may be considered a low census day (EXA).

Following Workday go live, the employee may request that accrued PTO or sick time be used in lieu of holiday or vacation days.

7.4 **Temporary Assignment to a Higher Position.** The assignment to any higher paid position for any portion of a shift shall be compensated with an additional one dollar and fifty cents (\$1.50) per hour over an employee’s normal rate of pay.

Following Workday go live, Temporary Assignments will be paid as follows:

7.5 **Temporary Assignment.** If an employee is temporarily assigned to a different job classification that is paid at a base rate higher than the base rate of the employee's regular job classification, the employee shall be compensated at the higher base rate for all hours assigned and worked in the higher job classification.

7.6 **Trainer Differential.** Eligible regular full time and regular part-time employees assigned by MYMH in its discretion to serve in a trainer function shall be paid, an additional one dollar (\$1.00) per hour for time spent serving as trainer, in accordance with applicable MYMH policies and procedures. This Section does not apply to unit supplemental employees. Lead pay and training pay shall not be paid for the same worked hours.

7.7 **New Service Float Pool Pay.** Employees assigned to the Float Pool will be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours.

7.8 **Premium Pay Summary.**

- a. Preceptor/Training Pay: \$1.00
- b. Weekend: \$2.50
- c. Shift Differential:
 - (i) Evenings: \$2.00
 - (ii) Nights: \$3.00
- d. Standby: \$4.25
- e. Certification: \$.75 (maximum of two job-related certifications;
maximum of one job-related certification after Workday go live)

(i) Eligible employee certifications must be granted from a nationally recognized organization with the authority to award credentialing. The certification must require specific years/hours of experience in the specialty area, passing of an initial credentialing exam and recertification via continuing education and/or reexamination. Certification pay will not be approved for certifications that are required for job positions. An employee will notify the respective director/manager in writing upon completion of the additional certification. The employee will also provide a copy of the original certificate/degree. Certification pay will commence, upon receipt of the stated documents, at the beginning of the next pay period.

- f. Lead: \$1.50
- g. Bilingual: \$2.00

ARTICLE 8 – HOLIDAYS

8.1 **Holidays.** For full-time and part-time employees, holiday pay shall accrue at the rate of 0.03077 hours for each hour compensated (Section 5.9). Accrued holiday pay may be utilized for the following holidays:

New Year’s Day	President’s Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Employee’s Birthday Anniversary
Juneteenth	

Employees with five (5) or more years of full-time seniority service in a full-time and/or part-time position will accrue 0.03462 hours for each hour compensated and will also be granted a floating holiday. It is agreed that holiday work shall be rotated by the Hospital.

8.2 **Work on a Holiday.** Any employee required to work on a holiday shall receive time and one-half (1 ½) for working that holiday. At the employee’s option, stated prior to the holiday, a regular employee shall receive accrued holiday pay for that day, or for a compensatory day off with regular pay, to be scheduled prior to or following the holiday. The Hospital will endeavor to schedule an employee off on the day the employee requests.

8.3 **Holiday on Day Off.** If a holiday falls on an employee’s regular day off, the employee is to receive a compensatory day prior to or following the holiday off with regular pay. Accrued holiday pay shall be used for such days.

8.4 **Holiday Observance.** Calendar dates to be observed as holidays shall be specified by the Hospital at least one (1) month in advance by notices posted in conspicuous locations in the Hospital. Holiday payment at time and one-half (1 ½) will be paid on a specified day only.

8.5 **Birthday Holiday.** To receive their birthday off, employees shall notify the Employee Manager or Supervisor at least one (1) week prior to the posting of the schedule. Another day off in lieu of the birthday may be scheduled before or after the birthday. If the employee works the birthday, after submitting the above request or works the scheduled day off in lieu of the birthday, the employee will receive holiday time and one-half (1 ½) pay plus accrued holiday pay.

Upon Workday go live, the following language replaces the above:

8.6 **Recognized Holidays.** The following holidays are recognized by MYMH:

New Year’s Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas

*Holiday Transition – Employees will receive a one-time addition of twenty-four (24) additional hours of PTO accrual added to their PTO bank at the first full pay period following January 1, 2025.

8.7 **Holiday Work.** Any hourly employee who works on a designated Holiday will be paid time and one-half (1-½) for all hours worked on that day. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shift works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) hours will be paid at the double time (2x) rate. If an employee scheduled to work a twelve (12) hour shifts on a Holiday works more than fourteen (14) consecutive hours on a Holiday, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate.

8.8 **Absence on a Holiday.**

8.8.1 An employee who is scheduled to work on a holiday but who is absent on the holiday without approval shall not receive PTO and is subject to disciplinary action.

8.8.2 An employee whose department is closed on a holiday, is able to schedule a day off or is on a scheduled vacation on the holiday may elect to use PTO in order to receive pay in an amount equal to payment for the employee’s regularly scheduled shift.

8.8.3 If an employee is absent for a sick leave qualifying reason on a holiday, the employee shall use sick leave for the time missed on the holiday if another day has been prescheduled during the cycle as the employee’s holiday off. A regular part-time employee may use holiday and sick hours to make up a full shift.

8.8.4 If a holiday falls during an unpaid leave of absence or any other period in which the employee is not receiving any pay for hours worked, the employee shall not be entitled to PTO.

ARTICLE 9 – VACATIONS

9.1 **Vacation Schedule.** Full-time and part-time employees shall accrue vacation with pay annually after each year of continuous employment based upon hours compensated (Section 5.8) in accordance with the following schedule (days refer to full-time employment with vacation taken in eight (8) hour days):

1 - 4 years	=	0.03846 hours (10 days)
5 - 8 years	=	0.05769 hours (15 days)
9 - 10 years	=	0.06538 hours (17 days)
11 - 15 years	=	0.07692 hours (20 days)
16 - 20 years	=	0.08461 hours (22 days)
21 or more years	=	0.09615 hours (25 days)

9.2 **Vacation Pay Rate.** Vacation pay shall be paid at the employee’s normal rate of pay.

9.3 **Termination Benefits.** After completion of one (1) year of employment, an employee who leaves the employment of the Hospital, after giving two (2) weeks' written notice to the Hospital, shall be entitled to payment for any vacation benefits which have been earned and which remain unpaid.

9.4 **Change in Worked Hours.** An employee desiring a vacation shall request in writing the desired vacation time as far in advance as is reasonable but not less than fourteen (14) calendar days before the schedule is posted. Employees shall be entitled to schedule vacation for five (5) days or more to coincide with weekends off and shall not be required to schedule weekend work in excess of the weekend work requirements set forth in Section 5.5, either before or after scheduled vacation time. The employee requesting vacation sixty (60) days or less in advance will be notified in writing within fourteen (14) calendar days after the request is received by the Employee's Manager whether a vacation, for a full week or more, is approved. Employees requesting vacation over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested vacation whether their request is approved. Coverage of the departments/units and the staffing to cover vacation shall be the responsibility of the Employee Manager or Supervisor. Management will take into consideration needs of the Hospital and other staff in granting vacations. An employee will be paid no more than the employee's accrued vacation. In cases of conflicting requests for vacation, seniority shall prevail; seniority shall not affect approved vacations.

9.5 **Maximum Accumulation.** Employees are encouraged to take earned vacation annually; in any event, the employee will not accumulate more than two (2) years of earned vacation.

9.6 **Change in Status.** When an employee's status changes from full-time to part-time, the first two (2) weeks of vacation will be paid at the employee's current work schedule. Additional vacation will be paid as earned, unless there are extenuating circumstances as determined by the Hospital.

Upon Workday go alive, the following language replaces the above:

ARTICLE 10 – PAID TIME OFF

10.1 **Eligibility.** Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) per pay period and do not receive the per diem premium shall be entitled to paid PTO to the extent the employee has accrued and not used such leave.

10.2 **PTO Pay.** PTO pay shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

10.3 **PTO Accumulation.** Regular full-time employees shall earn PTO each pay period, up to the maximum accrual, as set forth in the following schedule:

Years of Service	Accrual/Hour Paid	Max Accrual
0-3	0.0731	232

4-8	0.0924	312
9-19	0.1116	392
20+	0.1231	406

10.4 **Use of PTO.** PTO must be scheduled and used in accordance with applicable MYMH policies and procedures.

10.5 **Change in Worked Hours.** An employee desiring PTO shall request in writing the desired time as far in advance as is reasonable but not less than fourteen (14) calendar days before the schedule is posted. Employees shall be entitled to schedule PTO for five (5) days or more to coincide with weekends off and shall not be required to schedule weekend work in excess of the weekend work requirements set forth in Section 5.5, either before or after scheduled PTO time. The employee requesting PTO sixty (60) days or less in advance will be notified in writing within fourteen (14) calendar days after the request is received by the Employee’s Manager whether a PTO, for a full week or more, is approved. Employees requesting PTO over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested PTO whether their request is approved. Coverage of the departments/units and the staffing to cover PTO shall be the responsibility of the Employee Manager or Supervisor. Management will take into consideration needs of the Hospital and other staff in granting PTO. An employee will be paid no more than the employee’s accrued PTO. In cases of conflicting requests for PTO, seniority shall prevail; seniority shall not affect approved PTO.

10.6 **Termination Benefits.** After completion of one (1) year of employment, an employee who leaves the employment of the Hospital, after giving two (2) weeks’ written notice to the Hospital, shall be entitled to payment for any PTO benefits which have been earned and which remain unpaid.

10.7 **Payment of Accumulated PTO Upon Termination.**

10.7.1 An employee who resigns or is discharged before he/she has completed six (6) months of continuous service shall not be entitled to payment for accumulated, unused PTO.

10.7.2 An employee who resigns or is laid off after he/she has completed six (6) months of continuous service will be paid accumulated, unused PTO up to a maximum of three hundred sixty (360) hours.

10.7.3 An employee who is terminated by MYMH shall not be entitled to payment for accumulated, unused PTO.

10.8 **PTO Donation.** Employees will be eligible to donate accumulated unused PTO to other MYMH employees in accordance with applicable MYMH policy.

ARTICLE 11 – SICK LEAVE

11.1 **Accumulation.** Full-time and part-time employees shall accumulate sick leave in two banks: Protected sick leave (“PSL”) and contractual sick leave (“CSL”)

a. PSL shall accumulate at a rate of .025 for each hour compensated. CSL shall accumulate at the rate of .02116 hours for each one (1) hour compensated. Sick leave benefits shall accumulate from date of hire.

b. Employees shall be allowed to carry over fifty-two (52) hours of accrued, unused PSL year-to-year. Accrual of CSL shall be capped at six hundred sixty-eight (668) hours and can be carried over year to year.

11.2 **Compensation.** After completion of the probationary period, the first day of illness shall be compensated. Sick leave shall be paid at the employee’s regular rate of pay (including shift differential).

11.3 **Authorized Purposes.** Employees shall be allowed to choose which leave bank from which to deduct accrued leave. If an employee does not choose a bank, the Hospital will deduct leave from PSL first. Unless otherwise specified, CSL and PSL may be used for any of the following purposes:

a. Illness, injury, medical disability (including temporary disability because of pregnancy or childbirth) of the employee.

b. Illness or injury of a family member as defined by applicable law.

c. PSL can be used for other purposes as authorized by state law.

d. The Hospital reserves the right to require reasonable proof of such illness, temporary disability, or appropriate use of sick leave. The Hospital will comply with state law when requesting proof of an appropriate use for PSL, including the procedures for resolving claims that a medical verification request constitutes an unreasonable burden or expense. If Workers’ Compensation is received, such payment shall be deducted from sick leave payment.

11.4 **Abuse of Sick Leave.** Employees may be disciplined for a pattern of abuse and/or clear abuse of CSL and PSL.

11.5 **Medical and Dental Appointments.** Required time for medical and/or dental appointments which cannot be scheduled outside the employee’s normal work schedule may be compensated. Scheduled appointments must be approved by either the Manager or Supervisor five (5) days in advance.

11.6 **Other Sick Leave Benefits.** Upon termination, employees who have completed five (5) or more years’ employment and who give proper notice subject to Section 3.4 shall receive twenty-five percent (25%) of accrued combined sick leave after a deductible according to the following schedule:

Years of Employment Deductible

5 but less than 10	160 hrs.
10 but less than 15	120 hrs.
15 but less than 20	80 hrs.
20 or more	40 hrs.

Employees who are terminated for cause are not eligible for benefits contained in this section.

11.7 **Notification of Absence from Work.** Employees working the first (day) shift shall, when practicable, notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

11.8 **Notification- Elective Surgery.** An employee shall notify the immediate Supervisor at least three (3) weeks in advance of scheduling elective surgery, which may be scheduled sooner if there are extenuating circumstances.

11.9 **Change in Status.** When an employee's status changes from full-time to part-time, the first two (2) weeks of sick leave will be paid at the employee's current work schedule. Additional sick leave will be paid as earned unless there are extenuating circumstances as determined by the Hospital.

Upon Workday go live, the following language replaces the above:

ARTICLE 12 – SICK LEAVE

12.1 **Eligibility.** Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) hours per pay period and do not receive the per diem premium shall be entitled to paid sick leave to the extent the employee has accrued and unused such leave. Although such employees accumulate sick leave from their date of hire, they are not eligible to use sick leave until they have satisfactorily completed the applicable probationary period.

12.2 **Paid Sick Leave.** Sick leave shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

12.3 **Sick Leave Accumulation.** Regardless of Part-Time or Full-Time status employees accrue sick time on hours compensated (i.e. sick time accrues while an employee is taking sick leave.). Contractual sick (E) is 0.02120 hours accrued for every hour compensated with a cap of 524 hours. For WA Sick (ES) it is 0.025 hours accrued for every hour compensated with no annual cap. Sick leave shall be accumulated on a pay period by pay period basis and shall be credited to the employee's sick leave balance subsequent to the last day of each pay period as follows:

Sick – WA Sick (ES):

0.0250 hours accrued for every hour compensated. There is no maximum yearly accrual (can accrue >52 hours per year if working OT, etc...) and will roll over each year. For full-time hourly employees this usually amounts to 52 hours accrued per year. This is the default bank used first by employees. This accrual bank has no cap.

Contractual Sick Leave (E)

0.02120 hours accrued for every hour compensated.
For full-time hourly employees this usually amounts to 44 hours accrued per year.
This accrual bank has a cap of 524 hours.

12.4 **Use of Sick Leave.** Sick leave must be scheduled and used, and will be paid, in accordance with applicable MYMH policies and procedures. Employees may choose the leave bank from which to deduct accrued leave, whether they use their contractual (Sick E) or statutory leave bank (Sick ES). In accordance with state law, sick leave may be also used to take time off to treat or supervise children (under 18 years of age, or over 18 and disabled, including foster children, step children, and those for whom the employee stands in loco parentis) with a health condition that requires treatment or supervision. In addition, sick leave may be used to take time off to care for spouse, parents, parent-in-law or grandparents with a serious health condition or an emergency condition, as defined and allowed by state law. Sick leave cannot be donated to other employees.

12.5 **Payment of Accumulated Sick Leave Upon Termination.** Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.

12.6 **Notification of Absence from Work.** Employees working the first (day) shift shall when practicable notify the Hospital at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Hospital each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

ARTICLE 13 – HEALTH PROGRAM

13.1 **Dental, Medical, Surgical and Hospital Insurance.** The Hospital will provide a dental, medical/surgical, and hospital insurance plan to all regular full-time employees. For the purposes of Article 13.1 only, full-time will be defined as .75 and above. Employees with an FTE less than .75 may participate on a pro rata basis. Employees' dependents may participate in the plan.

Effective January 1, 2024, the following language replaces the above:

13.2 **Provision of Benefits.** MYMH will offer and maintain the same health and welfare benefits (that is, health, vision, dental, life insurance, short-term disability, long-term disability, accident travel insurance, and adoption reimbursement insurance) and retirement benefits for

eligible bargaining unit employees as are offered and maintained for other hourly employees of MYMH, on the terms and conditions on which they are offered to other hourly employees. Such benefits offered to eligible bargaining unit members may be changed as they are changed for other hourly employees of MYMH.

Newly hired Employees shall be entitled to benefits for which they are eligible upon completion of a waiting period of thirty (30) consecutive calendar days of employment such that the Employee will be covered as of the first day of the calendar month immediately following the calendar month in which the Employee celebrates thirty (30) consecutive calendar days of employment.

13.3 **Increases to Health Insurance.** Any increases during the term of this Agreement to the monthly health insurance premiums will be shared equally by the employee and Employer.

13.4 **Health Tests.** At the beginning of employment and annually thereafter, the Hospital shall provide and the employee shall satisfactorily complete skin tests or X-Rays, as required by law, at no cost to the employee. The Hospital will also follow all CDC and OSHA recommendations.

13.5 **Eye Care.** The Hospital will provide an Eye Care Plan to all regular full-time and regular part-time employees. Following January 1, 2024, this language is replaced by “Provision of Benefits” language in Article 13.1, above.

13.6 **Employee Assistance Plan.** An Employee Assistance Plan (EAP) is offered to all full-time and part-time employees of the Hospital. Details of the Plan are available in the Personnel Department.

13.7 **Medical Benefits Advisory Committee (Jointly Conducted with RN Unit).** The Union will appoint up to three (3) service unit and three (3) RN unit representatives from the bargaining units. The Employer will appoint up to six (6) management representatives. All employee representatives on the committee will be on paid release time for the meetings. This committee will meet quarterly to concentrate efforts to research, review and adopt incentive-based wellness programs. The Committee may also provide recommendations regarding plan design and cost controls, including, but not limited to, the prescription drug program, premiums, co-pays, and inpatient and outpatient benefits provided under the plan.

On an annual basis in the last quarter of the year, the Committee meeting shall be to review the current medical plan, anticipated cost increases, and review of data on utilization of the plan. The meeting date and time will be set by management, upon at least fourteen (14) days’ advance written notice to the Union. The meeting shall occur prior to annual implementation of changes to the plan. The Committee will endeavor to: (1) make the information about prescription drug pricing available to employees covered under MYMH’s PPO and HSA plans and (2) expand MYMH’s PPO and HSA pharmacy network to include selected retail pharmacies at the Tier 1 level.

13.8 **Memorial Medical Expenses.** Effective on ratification, employees covered under Memorial insurance plans who have outstanding balances to the Hospital or MYMH Physicians will be offered payment plans upon request. Employees who comply with the agreed-upon payment plan will not be subject to collections or garnishment.

ARTICLE 14 – RETIREMENT PLAN

14.1 **401(k) Plan.** The Hospital will provide a 401(k) plan for all employees. Benefits and eligibility requirements are defined in the plan documents.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 **Request for Leave.** All leaves are to be requested from the Hospital or designee in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to the request shall be given within twenty-one (21) calendar days. An employee must have one (1) year of continuous employment at MultiCare Yakima Valley Memorial Hospital to be eligible for a leave of absence.

15.2 **Maternity Health Leave.** Employees returning from a leave due to the employee's health, including maternity of up to six (6) weeks or eight (8) weeks with a three (3) month notice, shall have the opportunity to return to the same unit, shift, and former full-time or part-time status unless that position does not exist due to layoff. In such event, Section 4.2.4 shall apply. Time in paid status may be added to unpaid status for a total of six (6) weeks or eight (8) weeks with three (3) months' notice. The employee may exhaust sick leave accrual prior to other accrued benefits being utilized. If an employee has a personal, medical emergency, then eight (8) weeks may be granted.

15.3 **Family Leave.** Employer will follow applicable state and federal laws regarding Family and Medical Leave.

15.4 **Family Care Act of 2003.** Employer will follow applicable state law.

15.5 **Personal Leave.** After one (1) year of continuous employment, leave without pay may be granted upon request of an employee for a period of up to six (6) weeks for personal reasons, without loss of benefits accrued to the date such leave commences. Employees with ten (10) or more years of service with the Hospital may be granted a leave for any approved reason for up to six (6) weeks, unpaid; and shall have the opportunity to return to the same unit, shift, and former full-time or part-time status, unless that position does not exist due to layoff. In such event, Section 4.2.4 shall apply. Time in paid status may be added to unpaid status for a total of up to twelve (12) weeks.

15.6 **Leave With Pay.** Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect compensation or status with the Employer.

15.7 **Leave Without Pay.** Leave without pay for a period of thirty (30) days or less shall not alter an employee's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned. Leave without pay in excess of thirty (30) days shall result in the employee's effective date of employment for seniority purposes being adjusted to reflect the period of leave and no benefits shall accrue. Employees returning from an approved leave of absence shall be reassigned to their former positions, if open. If the former position has been filled, the returning employee shall be assigned to the first available opening for which the employee is qualified.

15.8 **Military Leave.** The Hospital will comply with applicable federal and state laws regarding military leave.

15.9 **Educational Leave.** After one (1) year of continuous employment, permission may be granted for leave of absence of up to one (1) year without pay for study without loss of accrued benefits. While on Educational leave there is no expectation to work but any employee can agree by mutual consent to work a shift if needed. Educational leave may include formal academic study or other significant professional development activities, as approved by the Hospital. The employee will not suffer a loss of either their current wage or accrued benefits at the time of taking an approved LOA for twelve (12) months or less are regained by the employee upon returning at the end of the approved leave.

15.10 **Compassionate Leave.** After the three (3) month probationary period, full-time and part-time employees may be absent on compassionate leave for up to three (3) regularly-scheduled work days without loss of pay in case of death in the immediate family. The term “immediate family” is defined as the employee’s grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any corresponding step-relative or relative living in the employee’s household. Additional leave without pay may be granted at the discretion of the Hospital.

15.11 **Jury Duty.** Regularly scheduled employees who are called to serve on jury duty or as a subpoenaed witness in a Federal or State Court case in a professional employee capacity directly related to employment by the Hospital shall be compensated by the Hospital for the difference between their jury duty or witness pay and their normal straight-time rate.

15.12 **Union Leave.** Employees will be afforded the option of requesting an unpaid leave of absence or use accrued PTO leave to attend Executive Board meetings, officer meetings, delegate meetings, training sessions, delegate leadership assemblies, union conventions, union functions, seminars, campaigns, or other programs. Such leave may be approved subject to patient care needs. If mutually agreed to, the leave will be up to twelve (12) weeks with guaranteed same job back.

ARTICLE 16 – SERVICE EMPLOYEE PRACTICE COMMITTEE

Recognizing the value of employees’ thoughts, ideas and problem-solving abilities, the Hospital, jointly with employees selected by the Union, shall establish a Service Employee Practice Committee to assist with personnel and other mutual problems. The purpose of the Committee shall be to foster improved communication between the Hospital and the staff and to improve working conditions and patient and employee satisfaction and employee recruitment and retention. The Committee may address staffing issues. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems including staffing, patient and employee satisfaction and employee recruitment and retention. The Committee shall be established on a permanent basis and shall consist of not more than seven (7) representatives of the Employer and not more than seven (7) bargaining unit employees, with not more than one (1) employee from each job classification and/or department. The Committee representatives of the Hospital and the employees shall each designate a co-chair of the Committee. The Hospital and the Union will

have alternate representatives selected to attend in the event the primary designated representatives are unable to attend the Committee meeting. The Committee will be representative of hospital work areas. The number of Committee participants may be expanded by the mutual agreement of the Hospital and the Union. The Committee shall meet not less than quarterly or as often as mutually agreed. The co-chairs, after consultation, shall determine the agenda for each meeting. The Committee shall designate one member to take minutes of the meeting, which shall be circulated to all members. Staffing concerns from the service employees regularly working in patient care units will be assigned to the Nursing Practice & Staffing Committee process included in the RN contract.

16.1 **Service Representation on Nurse Staffing Committee.** The parties agree that there should be service representation on the current nurse staffing committee to include up to three (3) service members. The Union will use best efforts to appoint service members with the expectation of at least a two-year term from nursing units, including but not limited to Nursing Assistants Certified (NACs), Unit Care Assistant, ER Techs, Monitor Techs and bring staffing concerns to the nurse staffing committee.

ARTICLE 17 – EDUCATION

17.1 **Tuition Reimbursement.** Employees will be eligible for tuition reimbursement as defined in the Hospital’s Tuition Reimbursement Policy. Upon adoption of the SEIU training fund, this section will no longer be effective. Beginning in January 2025, the Employer will replace Article 17. 1 (tuition reimbursement) with the SEIU Multi-Employer Training and Upgrading Fund with a contribution rate of 1.0% for each represented employee. SEIU agrees that one Employer Trustee representative will be selected from the leadership of MYMH.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 **Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. 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 and a final resolution of the matter. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the employee. The grievant may be present at each meeting at which the employee’s grievance is discussed.

18.2 **Grievance Procedure.** A grievance shall be submitted to the following grievance procedure:

Step 1 Employee and Immediate Supervisor.

The employee will first attempt to resolve the problem with the employee's immediate supervisor within thirty (30) days after the occurrence of the event which gave rise to the grievance. The immediate supervisor will have fourteen (14) days to respond. An employee's colleague or a Union delegate may be present, if requested by the employee.

Step 2 Employee and Manager, or Human Resources Representative.

If the matter is not resolved above, the employee shall reduce the grievance to writing and shall present same within fourteen (14) days to the employee's manager, with a copy provided to the Vice President of Human Resources. The manager or his/her designee shall meet with the employee for the purpose of resolving the dispute. If the employee's manager is also the employee's immediate supervisor under Step 1, the Human Resources Director (or his/her designee) shall instead meet with the employee for the purpose of resolving the dispute. An employee's colleague or a Union delegate may be present, if requested by the employee. The manager or designee shall issue a written reply within fourteen (14) days following the receipt of the grievance. A grievance over a discharge may be initially presented at Step 2.

Step 3 Administrator/Designee and Union Representative.

If the matter is not resolved on the basis of the foregoing procedures, the grievance shall be referred within ten (10) days after the decision made in Step 2 in writing to the Hospital Administrator and the Union Representative who shall meet within fourteen (14) calendar days for the purpose of resolving the dispute. The Administrator or his/her designee shall render a decision in writing within fourteen (14) days of the meeting.

Step 4 Mediation.

If the matter is not resolved at Step 3, if both parties agree in writing, a mediator from FMCS shall be asked to schedule a mediation process at the earliest mutually convenient available date. The agreement for mediation must be reached within fourteen (14) days of the Union's receipt of the Step 3 decision. The purpose of the mediation is to help the parties settle the underlying grievance by mutual agreement.

Step 5 Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing to arbitration within ten (10) days after the decision made in Step 3. Within five (5) days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) Pacific Northwest situated 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 person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this

Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Time is of the essence in the filing and processing of a grievance; however, the parties may mutually agree in writing to extend any of these time periods.

ARTICLE 19 – UNION RIGHTS

19.1 **Union Delegates.** A list of Union delegates from the bargaining unit, elected in accordance with the Union’s District and National Bylaws, shall be provided to the Hospital. Such delegates will receive complaints and process grievances, provided that such activity does not interfere with the work assignment of the Union delegate or other employees. Grievances and other Union business will be processed on break or lunch time and not in work, patient care, or visitor reception areas. Management expressly, in advance, may approve that work time be used. The parties acknowledge the general proposition that Union business performed by the Union delegate, representative, and employees, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). The Hospital will recognize up to eight (8) Union delegates, but not more than one (1) from each unit/department. The Union will supply the Hospital’s Human Resources Director with the names of the Union delegates and shall keep the list current.

Subject to appropriate advance notice, schedule and staffing requirements, Union officers and delegates (not to exceed a total of eight [8] employees) may be approved to use eight (8) hours per calendar year of their vacation or unpaid leave to attend Union-sponsored training in leadership, representation and dispute resolution.

19.2 **Negotiations.** Where MYM has received appropriate advance notice, the hospital will reasonably attempt to assist members of the SEIU Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings for their particular bargaining unit, provided that such relief does not create overtime. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for, nor will it be compensated by MYM. Such time may be taken as accrued PTO time personal leave, or unpaid time off.

19.3 **Union’s Executive Board.** A good faith effort shall be made to schedule off a Union delegate or employee who serves on the Union’s Executive Board so that the employee may attend designated meetings. Requests for such scheduling must be made prior to the schedule being made up and posted.

19.4 **Meeting Rooms.** In accordance with Hospital policy, the Union shall be permitted to use designated premises of the Hospital for educational and business meetings of the local unit, with or without Union staff present, provided no more than four (4) weeks’ advance request for meeting facilities is made to a designated administrator and space is available. A preference shall exist for such meetings to take place in the Chinook House.

19.5 **Bulletin Board.** The Hospital shall provide bulletin board space for use by the employees of each unit. The bulletin board space shall be used for posting Union meeting announcements and educational announcements. The Union agrees to limit the posting of Union materials to the designated bulletin boards. It is the responsibility of the Union delegates as defined in Section 19.1 to ensure compliance with this Article.

19.6 **New Employee Orientation.** Delegates/Officers (or designees) may meet with new employees at a time and location scheduled as part of the Employer's new employee orientation program to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee at the orientation. The meeting shall not exceed fifteen (15) minutes and is on paid time for the new employee. Employer representatives shall not be present during the Union's fifteen minute presentation.

ARTICLE 20 – HOSPITAL 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/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; 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 promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 21 – UNION, EMPLOYEE, AND EMPLOYER RESPONSIBILITIES

21.1 **Quality Patient Care.** The Union and the Employer agree to encourage the employees covered by this Agreement to perform efficient work and service; to encourage each employee to advance his/her professional growth, to avoid and discourage waste of materials, time, and manpower; and to work together to promote and advance the delivery of quality patient care continuously.

21.2 **No Strike/No Lockout.** The Hospital and the Union, realizing that a hospital is different in its operation from industries because of the type of service rendered to the community, and for humanitarian purposes, agree that there shall be no lock-outs on the part of the Employer nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, lock-outs, sympathetic strikes, sympathetic

picketing, work stoppages, or work slowdowns, and that all disputes will be settled as hereinafter provided.

21.3 **Violation of Agreement.** In the event of any violation of the terms of this Agreement, the responsible and authorized representative of the Union or the Hospital, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

Neither the Hospital nor the Union will discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of but not limited to race, color, religion, disability, national origin, age, gender, sexual orientation or other protected classes, in accordance with applicable law.

ARTICLE 23 – OCCUPATIONAL HEALTH AND SAFETY

The Hospital will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its employees.

Membership on the Hospital’s Safety Committee shall include three (3) employees selected by the Union.

The Hospital shall provide adequate orientation, training and education for employees who may be routinely exposed to potentially-hazardous substances and harmful biological and/or physical agents in their jobs.

Employees assigned to locations where exposure to ionizing radiation is hazardous, as determined by the Radiation Safety Committee, shall be issued a film badge or similar detection device. The Hospital will maintain records of the employee’s exposure.

Prevention of Musculoskeletal Injuries. The parties recognize that back and musculoskeletal injuries are a major occupational hazard to healthcare workers. In the interest of prevention, the Safety Committee will discuss appropriate ways to identify means for preventing such injuries.

Any employee who identifies an ergonomic problem within their workspace may submit a written request for an ergonomic evaluation of their workspace to the Safety Manager or designee. Within fourteen (14) days an evaluation of the workspace will be conducted to make recommendations as necessary and appropriate. The Employer will take prompt steps to address any adjustments that need to be made based on that evaluation. If the employee disagrees with the decision, he or she should provide written notice of the reason for disagreement to Human Resources, which will review the concern and take appropriate steps.

ARTICLE 24 – EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall be effective upon ratification (March 15, 2024), and shall continue in effect until January 1, 2026 and shall continue in full force and effect from year to year

thereafter unless notice has been given in writing, ninety (90) days prior to January 1, 2026 or any anniversary date thereafter by either party, that this Agreement is to be amended or terminated.

Signed this 13 day of August, 2024.

MULTICARE YAKIMA MEMORIAL HOSPITAL

Name: *Tammy K. Bayok*

Title: Yakima President & Market Leader. Yakima Valley Region

SEIU HEALTHCARE 1199NW

Name: 

Title: Jane Hopkins RN, President

Yakima Valley Memorial Hospital



Jaime Wagner
Cath Lab BSN, RN



Trish Bowman
3EW BSN, RN



Deshawn Oursland
NSL Phlebotomist



Yudith Webber
2EW RN



Renée Bauer
RN Ridgeview



Amber Cox
L&D BSN, RN



Alice Westphal
3EW UCA, Eboard



Karen M. Arreola
2EW BSN, RN



Kaiden Swan
ED tech



Mariela Mendoza
2NW Critical Care Tech



Raul Lopez
Lead negotiator



Brenda Ponce
Organizer



August Morigeau
Organizer

LETTER OF INTENT NO. 1

Until Workday go live, eligible employees may cash out accrued vacation and/or holiday time on the following terms.

- Eligible employees must have twelve (12) months consecutive employment with a minimum of 40 hours of vacation and holiday remaining in their account.
- Eligible employees can cash out up to forty (40) hours per calendar year.
- To request cash-out, employees must complete a MYMH form and forward it to Human Resources. There will only be one cash-out available per year per employee.
- Human Resources will verify eligibility. An eligible employee will receive vacation or holiday pay on the next regularly scheduled pay day.
- Vacation/holiday pay is taxed as regular income.
- An employee cannot submit a cash-out vacation/holiday request after announcing his or her resignation.

Following Workday go live, this language no longer applies and will instead defer to the Cash Out Policy.

Workday Go Live - PTO /vacation and holiday transition (Letter of Intent No. 1): Up to ninety days before Workday go live, employees may request a one-time payment accrued vacation and holiday hours provided they keep a combined minimum of eighty hours in their bank. When Workday goes live, all current vacation and holiday hours as of the Workday transition will be carried over to their new PTO account and banked regardless of the accrual caps. No employee will lose hours that were duly transitioned at the time of Workday go live in accordance with this Article.

Sick leave conversion – At the time of Workday conversion, current sick leave will be converted to the appropriate bank as outlined in the accrual tables in Article 12.3, Non-protected sick leave in excess of the 524 hour cap for the Sick-Regular bank will roll over to the Sick-WA Sick leave bank.

LETTER OF INTENT NO. 2

Subcontracting. The Hospital agrees to give the Union at least thirty (30) days' advance written notice prior to subcontracting that negatively impacts the current bargaining unit, absent exigent circumstances. Upon request, the Employer will meet with the Union to bargain the effects of any such decision and provide all information requested and legally required to be furnished. This Letter of intent expires upon expiration of this Agreement.

LETTER OF INTENT No. 3.

The parties agree to a Work Experience Review for employees hired prior to ratification who request review of their placement on step cap 14 based on past work experience. The employee must request the review within fourteen days of ratification. The Employer will thereafter review the information provided by the employee related to past experience. Following review, the Employer will place them at the correct step as determined by the Employer based on its assessment - in its sole discretion - of their past experience. Pay increases would be on a going forward basis only.

LETTER OF INTENT No. 4.

EVS Home Assignments. The Employer will endeavor to maintain regular areas of the hospital to be cleaned by the same Housekeeping department employee each shift. These areas shall be called "home assignments." While MYMH will attempt to assign employees consistent with their home assignments, MYMH retains the right to assign and reassign employees where necessary in the judgment of MYMH to balance experience or training on a particular shift or where MYMH determines such action to be necessary to the maintenance of a proper level of patient care. All employees must be prepared to accept change to alternate home assignments should the Employer, in its discretion, deem such change necessary. The Employer will not involuntarily assign a Housekeeping department employee to do work outside of their home area for more than three consecutive calendar months.

LETTER OF INTENT No. 5.

Incentive for Additional Hours. Management will develop and maintain mechanism(s) for encouraging all Employees to work additional shifts which are above their assigned FTE's. It is understood that the following mechanism shall be in place:

The initial effort to cover core staffing holes will be through the use of staff who are less than full-time, covering those holes at the regular rates of pay. In situations where it is not possible to cover core staffing in this manner, full-time (and 0.9 FTE innovative shift) and part-time employees will be offered one and one half (1 ½) times the regular rate of pay plus \$5.00 \$3.00 per hour for all hours worked above their FTE if the following criteria are all met:

1. The hours are to fill one of the following: (a) a core staffing hole prior to posting the schedule; (b) a hole that becomes apparent after the schedule is posted with all core staffing filled and there is notification of an unexpected, prolonged absence of a staff member; or (c) a

hole caused by a last minute crisis staffing situation such as sick calls or a sudden increase in census.

2. The Employee works the complete assigned FTE (including low census hours or jury duty hours) for that pay period. Use of paid leave negates incentive pay, except for when supplementing low census.

3. Mandatory call requirements for the Employee's unit are met.

4. Benefits will not accrue on incentive

5. The Employee will notify the Department Manager of all incentive shifts for the pay period, for purposes of documentation in the Kronos system.

6. The Employee is responsible for completing all incentive shifts after signing up - or must find a replacement.

7. Employees working incentive hours will not be required to take low census.

8. At a minimum, any scheduled hours picked up by full or part time employees within 24 hours of a vacant hole will be paid as incentive hours.

Management reserves the- right to discontinue or reinstate the incentive plan, depending upon facts and circumstances of the overall staffing availability and affordability of the plan, - with prior notice to the Employees and before the next posted schedule.

In order to best preserve Hospital resources and avoid potential cutbacks, overtime should be limited whenever possible through all means available.

LETTER OF INTENT No. 6

The parties acknowledge that the transition to MultiCare's Workday systems is expected to occur on September 22, 2024. It is possible that date will change. It is also possible that there will be different or additional adjustments needed to those identified in this contract. Should that happen, the parties agree to meet and confer as soon as possible to discuss any issues and how best to resolve them. If agreement cannot be reached, the parties will bargain in good faith for a solution and may request FMCS to assist. This provision is not subject to grievance and arbitration.

LETTER OF INTENT No. 7

Ratification Bonus: conditioned on acceptance with recommendation for ratification by March 8, 2024. If not accepted, this package will be withdrawn

Each employee who worked at least 1,560 hours (equivalent of .75 FTE) in 2023, and is employed on the date the ratification bonus is paid, is eligible to receive a ratification bonus of five thousand dollars (\$5,000) less required withholdings.

Each employee who worked less than 1,560 hours (equivalent of .75 FTE) in 2023, and is employed on the date the ratification bonus is paid, is eligible to receive a ratification bonus of two thousand and five hundred dollars (\$2,500) less required withholdings.

The ratification bonus will be paid within two full pay periods of ratification.

Retention Bonus 2025 Service:

Employees who (1) qualified for the ratification bonus, (2) remained continuously employed working at least 1,560 hours in 2024, and (3) are still employed when the retention bonus is paid in May 2025, will receive a retention bonus in the amount of two thousand dollars (\$2,000) (less required withholding) effective the first full pay period in May 2025.

Employees who (1) qualified for the ratification bonus, (2) remained continuously employed working less than 1,560 hours in 2024, and (3) are still employed when the retention bonus is paid in May 2025, will receive a retention bonus in the amount of one thousand dollars (\$1,000) (less required withholding) effective the first full pay period in May 2025.

LETTER OF INTENT No. 8



All ULPs to be withdrawn immediately after ratification:

Contract interpretation Grievances: Grievance for Hospital Discount will be withdrawn after bargaining. The following contract interpretation grievances (Borjas, Fontaine and Hospital Fentanyl Exposure) will be mediated in a one day mediation with an FMCS Mediator. The parties will make good faith efforts to resolve each grievance. If not resolved in mediation,

either party may advance any of the three mediated grievances to arbitration within seven days of the failed mediation.

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Secretary / Radiology, X-Ray Transcriptionist, employed by the Employer at its acute care hospital located in Yakima, Washington; excluding all professional employees, technical employees, skilled maintenance employees, business office clerical employees, confidential employees, Administrative Assistant, Biller, Cashier, Dietary Sous-Chef, Dietary Technician, Emergency Preparedness Coordinator, Lab Assistant, Lab Computer System Technologist, Pharmacy Intern, Pharmacy Resident, Pre-Billing Rep, Secretary / Plant Operations, Recycling Attendant (incorrectly classified as PT Aide), Value Analysis Coordinator, and employees working at 16th Ave Pavilion (1470 N. 16th Ave, Yakima, WA), Apple Valley Family Medicine (1008 S 38th Ave, Yakima, WA), Business Services (3803 W. Nob Hill Blvd, Yakima, WA), Children's Village (3801 Kern Road, Yakima, WA), Cornerstone Medicine (402 S. 12th Ave, Yakima, WA), Cottage in the Meadow (1208 S. 48th Ave, Yakima, WA), Early Learning Center (30th and Walnut, Yakima, WA and 1607 Creekside Loop, Yakima, WA), Family Medicine of Yakima (504 N. 40th Ave, Yakima, WA), Garden Village (206 S. 10th Ave, Yakima, WA), Home Health & Hospice (1019 S. 40th Ave, Yakima, WA), Human Resources and Marketing and Communications (28th Ave and Tieton Drive, Yakima, WA), Maternal Health Services (2903 W. Walnut, Yakima, WA), Memorial Education Center (2506 W. Nob Hill Blvd, Yakima, WA), Memorial Physicians (3800 Summitview Ave, Yakima, WA), The Memorial Foundation (2701 Tieton Dr, Yakima, WA), North Star Lodge (808 N. 39th Ave, Yakima, WA), Ohana (1515 W. Yakima Ave, Yakima, WA), Pacific Crest Medicine (311 S. 72nd Ave, Yakima, WA, Selah Family Medicine (620 North Park Drive, Selah, WA), The Springs (302 S. 10th Ave, Yakima, WA), Valley Imaging (314 S. 11th Ave, Suite B, Yakima, WA), Water's Edge (1460 N. 16th Ave, Yakima, WA), Yakima Endocrinology Associates (1020 S. 40th Ave, Suite B, Yakima, WA), Yakima Ear Nose and Throat (1601 Creekside Loop, Yakima, WA), Yakima Gastroenterology Associates (3090 Creekside Loop, Suite 120, Yakima, WA), Yakima Vascular Associates (3999 Englewood Ave, Suite 202, Yakima WA), West Pavilion I (except the Surgi-Center at Memorial is included) (3003 Tieton Drive, Yakima, WA), West Pavilion II (406 S. 30th Ave, Yakima, WA), employees employed at other locations, all other non-service and maintenance employees, guards and supervisors as defined in the Act.¹

	<p>October 3, 2012</p>	
<p>RONALD K. HOOKS Regional Director, Region 19 National Labor Relations Board</p>		

¹ Pursuant to the Stipulated Election Agreement, individuals in the Coder I and II classifications voted subject to challenge as the Parties were unable to agree on their unit placement and the challenged ballots were not determinative.

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NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, as long as the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

APPENDIX A

Wage Scale

Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
\$ 16.2965	\$ 16.4901	\$ 16.6983	\$ 16.9050	\$ 17.1163	\$ 17.3303	\$ 17.5469	\$ 17.7663	\$ 17.9883	\$ 18.2131	\$ 18.4408	\$ 18.6713
\$ 16.2886	\$ 16.4901	\$ 16.6983	\$ 16.9050	\$ 17.1163	\$ 17.3303	\$ 17.5469	\$ 17.7663	\$ 17.9883	\$ 18.2131	\$ 18.4408	\$ 18.6713
\$ 16.2886	\$ 16.4901	\$ 16.6983	\$ 16.9050	\$ 17.1163	\$ 17.3303	\$ 17.5469	\$ 17.7663	\$ 17.9883	\$ 18.2131	\$ 18.4408	\$ 18.6713
\$ 16.2886	\$ 16.4901	\$ 16.6983	\$ 16.9050	\$ 17.1163	\$ 17.3303	\$ 17.5469	\$ 17.7663	\$ 17.9883	\$ 18.2131	\$ 18.4408	\$ 18.6713
\$ 16.5030	\$ 16.7092	\$ 16.9181	\$ 17.1296	\$ 17.3437	\$ 17.5605	\$ 17.7800	\$ 18.0023	\$ 18.2273	\$ 18.4551	\$ 18.6858	\$ 18.9194
\$ 16.5030	\$ 16.7092	\$ 16.9181	\$ 17.1296	\$ 17.3437	\$ 17.5605	\$ 17.7800	\$ 18.0023	\$ 18.2273	\$ 18.4551	\$ 18.6858	\$ 18.9194
\$ 16.9116	\$ 17.1230	\$ 17.3370	\$ 17.5538	\$ 17.7732	\$ 17.9954	\$ 18.2203	\$ 18.4480	\$ 18.6786	\$ 18.9121	\$ 19.1486	\$ 19.3879
\$ 16.9116	\$ 17.1230	\$ 17.3370	\$ 17.5538	\$ 17.7732	\$ 17.9954	\$ 18.2203	\$ 18.4480	\$ 18.6786	\$ 18.9121	\$ 19.1486	\$ 19.3879
\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
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\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
\$ 17.2001	\$ 17.4151	\$ 17.6327	\$ 17.8532	\$ 18.0763	\$ 18.3023	\$ 18.5311	\$ 18.7627	\$ 18.9972	\$ 19.2348	\$ 19.4752	\$ 19.7185
\$ 17.2664	\$ 17.9480	\$ 18.1723	\$ 18.3995	\$ 18.6295	\$ 18.8624	\$ 19.0982	\$ 19.3369	\$ 19.5786	\$ 19.8233	\$ 20.0712	\$ 20.3220
\$ 17.2664	\$ 17.9480	\$ 18.1723	\$ 18.3995	\$ 18.6295	\$ 18.8624	\$ 19.0982	\$ 19.3369	\$ 19.5786	\$ 19.8233	\$ 20.0712	\$ 20.3220
\$ 17.2664	\$ 17.9480	\$ 18.1723	\$ 18.3995	\$ 18.6295	\$ 18.8624	\$ 19.0982	\$ 19.3369	\$ 19.5786	\$ 19.8233	\$ 20.0712	\$ 20.3220
\$ 17.2664	\$ 17.9480	\$ 18.1723	\$ 18.3995	\$ 18.6295	\$ 18.8624	\$ 19.0982	\$ 19.3369	\$ 19.5786	\$ 19.8233	\$ 20.0712	\$ 20.3220
\$ 17.2664	\$ 17.9480	\$ 18.1723	\$ 18.3995	\$ 18.6295	\$ 18.8624	\$ 19.0982	\$ 19.3369	\$ 19.5786	\$ 19.8233	\$ 20.0712	\$ 20.3220
\$ 18.4809	\$ 18.7119	\$ 18.9458	\$ 19.1826	\$ 19.4224	\$ 19.6652	\$ 19.9110	\$ 20.1599	\$ 20.4119	\$ 20.6670	\$ 20.9254	\$ 21.1869
\$ 18.4809	\$ 18.7119	\$ 18.9458	\$ 19.1826	\$ 19.4224	\$ 19.6652	\$ 19.9110	\$ 20.1599	\$ 20.4119	\$ 20.6670	\$ 20.9254	\$ 21.1869
\$ 18.4809	\$ 18.7119	\$ 18.9458	\$ 19.1826	\$ 19.4224	\$ 19.6652	\$ 19.9110	\$ 20.1599	\$ 20.4119	\$ 20.6670	\$ 20.9254	\$ 21.1869
\$ 18.4809	\$ 18.7119	\$ 18.9458	\$ 19.1826	\$ 19.4224	\$ 19.6652	\$ 19.9110	\$ 20.1599	\$ 20.4119	\$ 20.6670	\$ 20.9254	\$ 21.1869
\$ 18.4809	\$ 18.7119	\$ 18.9458	\$ 19.1826	\$ 19.4224	\$ 19.6652	\$ 19.9110	\$ 20.1599	\$ 20.4119	\$ 20.6670	\$ 20.9254	\$ 21.1869
\$ 19.4171	\$ 19.7205	\$ 19.9670	\$ 20.2166	\$ 20.4694	\$ 20.7262	\$ 20.9843	\$ 21.2466	\$ 21.5121	\$ 21.7811	\$ 22.0533	\$ 22.3113
\$ 19.4171	\$ 19.7205	\$ 19.9670	\$ 20.2166	\$ 20.4694	\$ 20.7262	\$ 20.9843	\$ 21.2466	\$ 21.5121	\$ 21.7811	\$ 22.0533	\$ 22.3113
\$ 19.4171	\$ 19.7205	\$ 19.9670	\$ 20.2166	\$ 20.4694	\$ 20.7262	\$ 20.9843	\$ 21.2466	\$ 21.5121	\$ 21.7811	\$ 22.0533	\$ 22.3113
\$ 19.4171	\$ 19.7205	\$ 19.9670	\$ 20.2166	\$ 20.4694	\$ 20.7262	\$ 20.9843	\$ 21.2466	\$ 21.5121	\$ 21.7811	\$ 22.0533	\$ 22.3113
\$ 19.4171	\$ 19.7205	\$ 19.9670	\$ 20.2166	\$ 20.4694	\$ 20.7262	\$ 20.9843	\$ 21.2466	\$ 21.5121	\$ 21.7811	\$ 22.0533	\$ 22.3113
\$ 20.4540	\$ 20.7087	\$ 20.9685	\$ 21.2306	\$ 21.4960	\$ 21.7647	\$ 22.0368	\$ 22.3122	\$ 22.5912	\$ 22.8735	\$ 23.1594	\$ 23.4304
\$ 20.4540	\$ 20.7087	\$ 20.9685	\$ 21.2306	\$ 21.4960	\$ 21.7647	\$ 22.0368	\$ 22.3122	\$ 22.5912	\$ 22.8735	\$ 23.1594	\$ 23.4304
\$ 21.4797	\$ 21.7482	\$ 22.0201	\$ 22.2953	\$ 22.5740	\$ 22.8562	\$ 23.1419	\$ 23.4311	\$ 23.7241	\$ 24.0206	\$ 24.3209	\$ 24.6054
\$ 21.4797	\$ 21.7482	\$ 22.0201	\$ 22.2953	\$ 22.5740	\$ 22.8562	\$ 23.1419	\$ 23.4311	\$ 23.7241	\$ 24.0206	\$ 24.3209	\$ 24.6054
\$ 22.5543	\$ 22.8363	\$ 23.1217	\$ 23.4107	\$ 23.7034	\$ 23.9997	\$ 24.2997	\$ 24.6034	\$ 24.9110	\$ 25.2223	\$ 25.5375	\$ 25.8364
\$ 22.5543	\$ 22.8363	\$ 23.1217	\$ 23.4107	\$ 23.7034	\$ 23.9997	\$ 24.2997	\$ 24.6034	\$ 24.9110	\$ 25.2223	\$ 25.5375	\$ 25.8364
\$ 22.5543	\$ 22.8363	\$ 23.1217	\$ 23.4107	\$ 23.7034	\$ 23.9997	\$ 24.2997	\$ 24.6034	\$ 24.9110	\$ 25.2223	\$ 25.5375	\$ 25.8364
\$ 23.6178	\$ 23.9737	\$ 24.2733	\$ 24.5768	\$ 24.8840	\$ 25.1950	\$ 25.5100	\$ 25.8288	\$ 26.1518	\$ 26.4786	\$ 26.8096	\$ 27.1233
\$ 23.6178	\$ 23.9737	\$ 24.2733	\$ 24.5768	\$ 24.8840	\$ 25.1950	\$ 25.5100	\$ 25.8288	\$ 26.1518	\$ 26.4786	\$ 26.8096	\$ 27.1233
\$ 23.6178	\$ 23.9737	\$ 24.2733	\$ 24.5768	\$ 24.8840	\$ 25.1950	\$ 25.5100	\$ 25.8288	\$ 26.1518	\$ 26.4786	\$ 26.8096	\$ 27.1233

2023

Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Barista	7268	6	\$16.92	\$17.09	\$17.26	\$17.42	\$17.60	\$17.78	\$17.95	\$18.13	\$18.32	\$18.50	\$18.68	\$18.88	\$19.07	\$19.25	\$19.44	\$19.69	\$19.93	\$20.18
Dietary Aide	725	6																		
Dietary Stock Clerk	790	6																		
Dishwasher	833	6																		
Gift Shop Sales Associate	780	6																		
Housekeeper	736	6																		
Staffing Assistant	7255	6																		
Linen Aide	737	6																		
NAC Trainee	7269	7	\$17.14	\$17.32	\$17.48	\$17.66	\$17.83	\$18.01	\$18.19	\$18.38	\$18.56	\$18.74	\$18.94	\$19.13	\$19.32	\$19.51	\$19.70	\$19.96	\$20.20	\$20.45
Pharmacy Assistant	838	7																		
Phlebotomy Trainee	7293	7																		
Utility Tech	789	7																		
Materials Distributor	762	8	\$17.57	\$17.74	\$17.92	\$18.10	\$18.28	\$18.47	\$18.65	\$18.83	\$19.02	\$19.21	\$19.40	\$19.60	\$19.80	\$19.99	\$20.20	\$20.45	\$20.70	\$20.96
Materials Messenger	809	8																		
Shipping & Receiving Clerk	941	8																		
Diet Clerk	724	9	\$17.87	\$18.05	\$18.23	\$18.41	\$18.59	\$18.78	\$18.96	\$19.15	\$19.34	\$19.54	\$19.74	\$19.93	\$20.14	\$20.33	\$20.53	\$20.80	\$21.05	\$21.31
Groundskeeper	730	9																		
Mail and Printing Clerk	242	9																		
Office Coord	733	9																		
Pre-billing Representative	715	9																		
Secretary	803	9																		
Support Staff	773	9																		
Switchboard Operator	708	9																		
Therapy Aide	801	9																		
X-Ray Secretary	767	9																		
Cardiac Monitor Tech	799	10	\$18.24	\$18.42	\$18.61	\$18.79	\$18.98	\$19.18	\$19.37	\$19.56	\$19.75	\$19.94	\$20.15	\$20.40	\$20.64	\$20.90	\$21.17	\$21.43	\$21.70	\$21.97
Caterer	903	10																		
Cook	214	10																		
Respiratory Care Asst.	892	10																		
Central Services Technician	754	11	\$18.60	\$18.83	\$19.06	\$19.30	\$19.52	\$19.76	\$20.02	\$20.26	\$20.50	\$20.75	\$21.01	\$21.26	\$21.53	\$21.79	\$22.07	\$22.34	\$22.62	\$22.91
Lab Registration Rep	960	11																		
Nursing Assistant	756	11																		
Patient Access Rep	707	11																		

2023

Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
Surgery Aide/Transport	798	11																			
Unit Secretary	751	11	\$19.91	\$20.11	\$20.32	\$20.52	\$20.72	\$20.93	\$21.14	\$21.35	\$21.61	\$21.88	\$22.14	\$22.42	\$22.69	\$22.97	\$23.26	\$23.54	\$23.84	\$24.13	
Emergency Technician	774	12																			
Endoscopy Technician	909	12																			
Lift Team	749	12																			
OR Preparation Technician	894	12																			
Patient Access Rep II	7247	12																			
Phlebotomist	765	12																			
Surgery Support Staff	881	12																			
Unit Care Assistant	750	12																			
Critical Care Tech		13	\$20.92	\$21.12	\$21.34	\$21.54	\$21.76	\$21.98	\$22.20	\$22.42	\$22.69	\$22.97	\$23.26	\$23.54	\$23.83	\$24.12	\$24.42	\$24.73	\$25.03	\$25.34	
Nurse Technician I	772	13																			
Lead Materials Dist	793	14	\$21.96	\$22.18	\$22.40	\$22.63	\$22.85	\$23.08	\$23.32	\$23.54	\$23.83	\$24.12	\$24.42	\$24.72	\$25.02	\$25.33	\$25.64	\$25.97	\$26.29	\$26.62	
Patient Access Rep III	7248	14																			
Central Services Tech II	716	15	\$23.06	\$23.29	\$23.52	\$23.76	\$24.00	\$24.24	\$24.48	\$24.72	\$25.02	\$25.33	\$25.64	\$25.96	\$26.28	\$26.59	\$26.93	\$27.26	\$27.61	\$27.95	
Nurse Technician II	4025	15																			
Obstetrics Technician	234	16	\$24.20	\$24.46	\$24.70	\$24.94	\$25.19	\$25.44	\$25.69	\$25.96	\$26.27	\$26.59	\$26.92	\$27.25	\$27.59	\$27.92	\$28.27	\$28.62	\$28.98	\$29.34	
Purchasing Agent	752	16																			
Surgery Materials Coord	804	16																			
Translator/Interpreter	787	16																			

2023

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Barista	7268	6	\$20.44	\$20.69	\$20.95	\$21.22	\$21.48	\$21.74	\$22.02	\$22.30	\$22.57	\$22.85
Dietary Aide	725	6										
Dietary Stock Clerk	790	6										
Dishwasher	833	6										
Gift Shop Sales Associate	780	6										
Housekeeper	736	6										
Staffing Assistant	7255	6										
Linen Aide	737	6										
MAC Trainee	7269	7	\$20.71	\$20.96	\$21.23	\$21.49	\$21.77	\$22.03	\$22.31	\$22.58	\$22.87	\$23.16
Pharmacy Assistant	838	7										
Phlebotomy Trainee	7293	7										
Utility Tech	789	7										
Materials Distributor	762	8	\$21.22	\$21.48	\$21.76	\$22.03	\$22.30	\$22.58	\$22.86	\$23.15	\$23.44	\$23.74
Materials Messenger	809	8										
Shipping & Receiving Clerk	941	8										
Diet Clerk	724	9	\$21.59	\$21.85	\$22.13	\$22.40	\$22.68	\$22.97	\$23.26	\$23.54	\$23.83	\$24.13
Groundskeeper	730	9										
Mail and Printing Clerk	242	9										
Office Coord	733	9										
Pre-billing Representative	715	9										
Secretary	803	9										
Support Staff	773	9										
Switchboard Operator	708	9										
Therapy Aide	801	9										
X-Ray Secretary	767	9										
Cardiac Monitor Tech	799	10	\$22.25	\$22.52	\$22.80	\$23.09	\$23.38	\$23.66	\$23.96	\$24.26	\$24.56	\$24.88
Caterer	903	10										
Cook	214	10										
Respiratory Care Asst.	892	10										
Central Services Technician	754	11	\$23.18	\$23.48	\$23.77	\$24.07	\$24.37	\$24.67	\$24.98	\$25.30	\$25.61	\$25.93
Lab Registration Rep	960	11										
Nursing Assistant	756	11										
Patient Access Rep	707	11										

2023

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Surgery Aide/Transport	798	11										
Unit Secretary	751	11										
Emergency Technician	774	12	\$24.44	\$24.74	\$25.06	\$25.37	\$25.68	\$26.00	\$26.33	\$26.66	\$26.99	\$27.31
Endoscopy Technician	909	12										
Lift Team	749	12										
OR Preparation Technician	894	12										
Patient Access Rep II	7247	12										
Phlebotomist	765	12										
Surgery Support Staff	881	12										
Unit Care Assistant	750	12										
Critical Care Tech		13	\$25.67	\$25.99	\$26.32	\$26.64	\$26.98	\$27.31	\$27.65	\$28.00	\$28.34	\$28.68
Nurse Technician I	772	13										
Lead Materials Dist	793	14	\$26.95	\$27.29	\$27.64	\$27.97	\$28.32	\$28.68	\$29.04	\$29.40	\$29.77	\$30.12
Patient Access Rep III	7248	14										
Central Services Tech II	716	15	\$28.30	\$28.66	\$29.02	\$29.38	\$29.75	\$30.12	\$30.49	\$30.88	\$31.26	\$31.62
Nurse Technician II	4025	15										
Obstetrics Technician	234	16	\$29.71	\$30.08	\$30.46	\$30.84	\$31.22	\$31.62	\$32.00	\$32.41	\$32.82	\$33.20
Purchasing Agent	752	16										
Surgery Materials Coord	804	16										
Translator/Interpreter	787	16										

2024

Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Barista	7268	6	\$18.10	\$18.29	\$18.47	\$18.64	\$18.83	\$19.02	\$19.21	\$19.40	\$19.60	\$19.80	\$19.99	\$20.20	\$20.40	\$20.60	\$20.80	\$21.07	\$21.33	\$21.59
Dietary Aide	725	6																		
Dietary Stock Clerk	790	6																		
Dishwasher	833	6																		
Gift Shop Sales Associate	780	6																		
Housekeeper	736	6																		
Staffing Assistant	7255	6																		
Linen Aide	737	6																		
NAC Trainee	7269	7	\$18.34	\$18.53	\$18.70	\$18.90	\$19.08	\$19.27	\$19.46	\$19.67	\$19.86	\$20.05	\$20.27	\$20.47	\$20.67	\$20.88	\$21.08	\$21.36	\$21.61	\$21.88
Pharmacy Assistant	838	7																		
Phlebotomy Trainee	7293	7																		
Utility Tech	789	7																		
Materials Distributor	762	8	\$18.80	\$18.98	\$19.17	\$19.37	\$19.56	\$19.76	\$19.96	\$20.15	\$20.35	\$20.55	\$20.76	\$20.97	\$21.19	\$21.39	\$21.61	\$21.88	\$22.15	\$22.43
Materials Messenger	809	8																		
Shipping & Receiving Clerk	941	8																		
Diet Clerk	724	9	\$19.12	\$19.31	\$19.51	\$19.70	\$19.89	\$20.09	\$20.29	\$20.49	\$20.69	\$20.91	\$21.12	\$21.33	\$21.55	\$21.75	\$21.97	\$22.26	\$22.52	\$22.80
Groundskeeper	730	9																		
Mail and Printing Clerk	242	9																		
Office Coord	733	9																		
Pre-billing Representative	715	9																		
Secretary	803	9																		
Support Staff	773	9																		
Switchboard Operator	708	9																		
Therapy Aide	801	9																		
X-Ray Secretary	767	9																		
Cardiac Monitor Tech	799	10	\$19.52	\$19.71	\$19.91	\$20.11	\$20.31	\$20.52	\$20.73	\$20.93	\$21.13	\$21.34	\$21.56	\$21.83	\$22.08	\$22.36	\$22.65	\$22.93	\$23.22	\$23.51
Caterer	903	10																		
Cook	214	10																		
Respiratory Care Asst.	892	10																		
Central Services Technician	754	11	\$19.90	\$20.15	\$20.39	\$20.65	\$20.89	\$21.14	\$21.42	\$21.68	\$21.94	\$22.20	\$22.48	\$22.75	\$23.04	\$23.32	\$23.61	\$23.90	\$24.20	\$24.51
Lab Registration Rep	960	11																		
Nursing Assistant	756	11																		
Patient Access Rep	707	11																		

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Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Surgery Aide/Transport	798	11																		
Unit Secretary	751	11																		
Emergency Technician	774	12	\$21.30	\$21.52	\$21.74	\$21.96	\$22.17	\$22.40	\$22.62	\$22.84	\$23.12	\$23.41	\$23.69	\$23.99	\$24.28	\$24.58	\$24.89	\$25.19	\$25.51	\$25.82
Endoscopy Technician	909	12																		
Lift Team	749	12																		
OR Preparation Technician	894	12																		
Patient Access Rep II	7247	12																		
Phlebotomist	765	12																		
Surgery Support Staff	881	12																		
Unit Care Assistant	750	12																		
Critical Care Tech		13	\$22.38	\$22.60	\$22.83	\$23.05	\$23.28	\$23.52	\$23.75	\$23.98	\$24.28	\$24.58	\$24.89	\$25.19	\$25.50	\$25.81	\$26.13	\$26.46	\$26.78	\$27.11
Nurse Technician I	772	13																		
Lead Materials Dist	793	14	\$23.50	\$23.73	\$23.97	\$24.21	\$24.45	\$24.70	\$24.95	\$25.19	\$25.50	\$25.81	\$26.13	\$26.45	\$26.77	\$27.10	\$27.43	\$27.79	\$28.13	\$28.48
Patient Access Rep III	7248	14																		
Central Services Tech II	716	15	\$24.67	\$24.92	\$25.17	\$25.42	\$25.68	\$25.94	\$26.19	\$26.45	\$26.77	\$27.10	\$27.43	\$27.78	\$28.12	\$28.45	\$28.82	\$29.17	\$29.54	\$29.91
Nurse Technician II	4025	15																		
Obstetrics Technician	234	16	\$25.89	\$26.17	\$26.43	\$26.69	\$26.95	\$27.22	\$27.49	\$27.78	\$28.11	\$28.45	\$28.80	\$29.16	\$29.52	\$29.87	\$30.25	\$30.62	\$31.01	\$31.39
Purchasing Agent	752	16																		
Surgery Materials Coord	804	16																		
Translator/Interpreter	787	16																		

2024

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Barista	7268	6	\$21.87	\$22.14	\$22.42	\$22.71	\$22.98	\$23.26	\$23.56	\$23.86	\$24.15	\$24.45
Dietary Aide	725	6										
Dietary Stock Clerk	790	6										
Dishwasher	833	6										
Gift Shop Sales Associate	780	6										
Housekeeper	736	6										
Staffing Assistant	7255	6										
Linen Aide	737	6										
NAC Trainee	7269	7	\$22.16	\$22.43	\$22.72	\$22.99	\$23.29	\$23.57	\$23.87	\$24.16	\$24.47	\$24.78
Pharmacy Assistant	838	7										
Phlebotomy Trainee	7293	7										
Utility Tech	789	7										
Materials Distributor	762	8	\$22.71	\$22.98	\$23.28	\$23.57	\$23.86	\$24.16	\$24.46	\$24.77	\$25.08	\$25.40
Materials Messenger	809	8										
Shipping & Receiving Clerk	941	8										
Diet Clerk	724	9	\$23.10	\$23.38	\$23.68	\$23.97	\$24.27	\$24.58	\$24.89	\$25.19	\$25.50	\$25.82
Groundskeeper	730	9										
Mail and Printing Clerk	242	9										
Office Coord	733	9										
Pre-billing Representative	715	9										
Secretary	803	9										
Support Staff	773	9										
Switchboard Operator	708	9										
Therapy Aide	801	9										
X-Ray Secretary	767	9										
Cardiac Monitor Tech	799	10	\$23.81	\$24.10	\$24.40	\$24.71	\$25.02	\$25.32	\$25.64	\$25.96	\$26.28	\$26.62
Caterer	903	10										
Cook	214	10										
Respiratory Care Asst.	892	10										
Central Services Technician	754	11	\$24.80	\$25.12	\$25.43	\$25.75	\$26.08	\$26.40	\$26.73	\$27.07	\$27.40	\$27.75
Lab Registration Rep	960	11										
Nursing Assistant	756	11										
Patient Access Rep	707	11										

2024

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Surgery Aide/Transport	798	11										
Unit Secretary	751	11										
Emergency Technician	774	12	\$26.15	\$26.47	\$26.81	\$27.15	\$27.48	\$27.82	\$28.17	\$28.53	\$28.88	\$29.22
Endoscopy Technician	909	12										
Lift Team	749	12										
OR Preparation Technician	894	12										
Patient Access Rep II	7247	12										
Phlebotomist	765	12										
Surgery Support Staff	881	12										
Unit Care Assistant	750	12										
Critical Care Tech		13	\$27.47	\$27.81	\$28.16	\$28.50	\$28.87	\$29.22	\$29.59	\$29.96	\$30.32	\$30.69
Nurse Technician I	772	13										
Lead Materials Dist	793	14	\$28.84	\$29.20	\$29.57	\$29.93	\$30.30	\$30.69	\$31.07	\$31.46	\$31.85	\$32.23
Patient Access Rep III	7248	14										
Central Services Tech II	716	15	\$30.28	\$30.67	\$31.05	\$31.44	\$31.83	\$32.23	\$32.62	\$33.04	\$33.45	\$33.83
Nurse Technician II	4025	15										
Obstetrics Technician	234	16	\$31.79	\$32.19	\$32.59	\$33.00	\$33.41	\$33.83	\$34.24	\$34.68	\$35.12	\$35.52
Purchasing Agent	752	16										
Surgery Materials Coord	804	16										
Translator/Interpreter	787	16										

2025

Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Barista	7268	6	\$19.37	\$19.57	\$19.76	\$19.94	\$20.15	\$20.35	\$20.55	\$20.76	\$20.97	\$21.19	\$21.39	\$21.61	\$21.83	\$22.04	\$22.26	\$22.54	\$22.82	\$23.10
Dietary Aide	725	6																		
Dietary Stock Clerk	790	6																		
Dishwasher	833	6																		
Gift Shop Sales Associate	780	6																		
Housekeeper	736	6																		
Staffing Assistant	7255	6																		
Linen Aide	737	6																		
NAC Trainee	7269	7	\$19.62	\$19.83	\$20.01	\$20.22	\$20.42	\$20.62	\$20.82	\$21.05	\$21.25	\$21.45	\$21.69	\$21.90	\$22.12	\$22.34	\$22.56	\$22.86	\$23.12	\$23.41
Pharmacy Assistant	838	7																		
Phlebotomy Trainee	7293	7																		
Utility Tech	789	7																		
Materials Distributor	762	8	\$20.12	\$20.31	\$20.51	\$20.73	\$20.93	\$21.14	\$21.36	\$21.56	\$21.77	\$21.99	\$22.21	\$22.44	\$22.67	\$22.89	\$23.12	\$23.41	\$23.70	\$24.00
Materials Messenger	809	8																		
Shipping & Receiving Clerk	941	8																		
Diet Clerk	724	9	\$20.46	\$20.66	\$20.88	\$21.08	\$21.28	\$21.50	\$21.71	\$21.92	\$22.14	\$22.37	\$22.60	\$22.82	\$23.06	\$23.27	\$23.51	\$23.82	\$24.10	\$24.40
Groundskeeper	730	9																		
Mail and Printing Clerk	242	9																		
Office Coord	733	9																		
Pre-billing Representative	715	9																		
Secretary	803	9																		
Support Staff	773	9																		
Switchboard Operator	708	9																		
Therapy Aide	801	9																		
X-Ray Secretary	767	9																		
Cardiac Monitor Tech	799	10	\$20.89	\$21.09	\$21.30	\$21.52	\$21.73	\$21.96	\$22.18	\$22.40	\$22.61	\$22.83	\$23.07	\$23.36	\$23.63	\$23.93	\$24.24	\$24.54	\$24.85	\$25.16
Caterer	903	10																		
Cook	214	10																		
Respiratory Care Asst.	892	10																		
Central Services Technician	754	11	\$21.29	\$21.56	\$21.82	\$22.10	\$22.35	\$22.62	\$22.92	\$23.20	\$23.48	\$23.75	\$24.05	\$24.34	\$24.65	\$24.95	\$25.26	\$25.57	\$25.89	\$26.23
Lab Registration Rep	960	11																		
Nursing Assistant	756	11																		
Patient Access Rep	707	11																		

2025

Service Jobs	Job Code	Pay Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Surgery Aide/Transport	798	11																		
Unit Secretary	751	11																		
Emergency Technician	774	12	\$22.79	\$23.03	\$23.26	\$23.50	\$23.72	\$23.97	\$24.20	\$24.44	\$24.74	\$25.05	\$25.35	\$25.67	\$25.98	\$26.30	\$26.63	\$26.95	\$27.30	\$27.63
Endoscopy Technician	909	12																		
Lift Team	749	12																		
OR Preparation Technician	894	12																		
Patient Access Rep II	7247	12																		
Phlebotomist	765	12																		
Surgery Support Staff	881	12																		
Unit Care Assistant	750	12																		
Critical Care Tech		13	\$23.95	\$24.18	\$24.43	\$24.66	\$24.91	\$25.17	\$25.41	\$25.67	\$25.98	\$26.30	\$26.63	\$26.95	\$27.29	\$27.62	\$27.96	\$28.31	\$28.65	\$29.01
Nurse Technician I	772	13																		
Lead Materials Dist	793	14	\$25.15	\$25.39	\$25.65	\$25.90	\$26.16	\$26.43	\$26.70	\$26.95	\$27.29	\$27.62	\$27.96	\$28.30	\$28.64	\$29.00	\$29.35	\$29.74	\$30.10	\$30.47
Patient Access Rep III	7248	14																		
Central Services Tech II	716	15	\$26.40	\$26.66	\$26.93	\$27.20	\$27.48	\$27.76	\$28.02	\$28.30	\$28.64	\$29.00	\$29.35	\$29.72	\$30.09	\$30.44	\$30.84	\$31.21	\$31.61	\$32.00
Nurse Technician II	4025	15																		
Obstetrics Technician	234	16	\$27.70	\$28.00	\$28.28	\$28.56	\$28.84	\$29.13	\$29.41	\$29.72	\$30.08	\$30.44	\$30.82	\$31.20	\$31.59	\$31.96	\$32.37	\$32.76	\$33.18	\$33.59
Purchasing Agent	752	16																		
Surgery Materials Coord	804	16																		
Translator/Interpreter	787	16																		

2025

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Barista	7268	6	\$23.40	\$23.69	\$23.99	\$24.30	\$24.59	\$24.89	\$25.21	\$25.53	\$25.84	\$26.16
Dietary Aide	725	6										
Dietary Stock Clerk	790	6										
Dishwasher	833	6										
Gift Shop Sales Associate	780	6										
Housekeeper	736	6										
Staffing Assistant	7255	6										
Linen Aide	737	6										
NAC Trainee	7269	7	\$23.71	\$24.00	\$24.31	\$24.60	\$24.92	\$25.22	\$25.54	\$25.85	\$26.18	\$26.51
Pharmacy Assistant	838	7										
Phlebotomy Trainee	7293	7										
Utility Tech	789	7										
Materials Distributor	762	8	\$24.30	\$24.59	\$24.91	\$25.22	\$25.53	\$25.85	\$26.17	\$26.50	\$26.84	\$27.18
Materials Messenger	809	8										
Shipping & Receiving Clerk	941	8										
Diet Clerk	724	9	\$24.72	\$25.02	\$25.34	\$25.65	\$25.97	\$26.30	\$26.63	\$26.95	\$27.29	\$27.63
Groundskeeper	730	9										
Mail and Printing Clerk	242	9										
Office Coord	733	9										
Pre-billing Representative	715	9										
Secretary	803	9										
Support Staff	773	9										
Switchboard Operator	708	9										
Therapy Aide	801	9										
X-Ray Secretary	767	9										
Cardiac Monitor Tech	799	10	\$25.48	\$25.79	\$26.11	\$26.44	\$26.77	\$27.09	\$27.43	\$27.78	\$28.12	\$28.48
Caterer	903	10										
Cook	214	10										
Respiratory Care Asst.	892	10										
Central Services Technician	754	11	\$26.54	\$26.88	\$27.21	\$27.55	\$27.91	\$28.25	\$28.60	\$28.96	\$29.32	\$29.69
Lab Registration Rep	960	11										
Nursing Assistant	756	11										
Patient Access Rep	707	11										

2025

Service Jobs	Job Code	Pay Grade	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
Surgery Aide/Transport	798	11										
Unit Secretary	751	11										
Emergency Technician	774	12	\$27.98	\$28.32	\$28.69	\$29.05	\$29.40	\$29.77	\$30.14	\$30.53	\$30.90	\$31.27
Endoscopy Technician	909	12										
Lift Team	749	12										
OR Preparation Technician	894	12										
Patient Access Rep II	7247	12										
Phlebotomist	765	12										
Surgery Support Staff	881	12										
Unit Care Assistant	750	12										
Critical Care Tech		13	\$29.39	\$29.76	\$30.13	\$30.50	\$30.89	\$31.27	\$31.66	\$32.06	\$32.44	\$32.84
Nurse Technician I	772	13										
Lead Materials Dist	793	14	\$30.86	\$31.24	\$31.64	\$32.03	\$32.42	\$32.84	\$33.24	\$33.66	\$34.08	\$34.49
Patient Access Rep III	7248	14										
Central Services Tech II	716	15	\$32.40	\$32.82	\$33.22	\$33.64	\$34.06	\$34.49	\$34.90	\$35.35	\$35.79	\$36.20
Nurse Technician II	4025	15										
Obstetrics Technician	234	16	\$34.02	\$34.44	\$34.87	\$35.31	\$35.75	\$36.20	\$36.64	\$37.11	\$37.58	\$38.01
Purchasing Agent	752	16										
Surgery Materials Coord	804	16										
Translator/Interpreter	787	16										

July 8, 2024

Via Electronic Mail

Raul Lopez
Lead Organizer
SEIU 1199 NW
8 E. Washington Avenue
Suite 100
Yakima, WA 97903
raull@seiu1199nw.org

Re: Phlebotomy License Fee Agreement

Dear Raul:

This letter confirms the parties side-letter agreement reached in bargaining that the phlebotomy license fee will continue to be paid by the Employer from ratification (March 15, 2024) for the life of the contract only. Please let me know if you have any questions.

Sincerely,

Davis Wright Tremaine LLP



Paula L. Lehmann

cc: Multicare Yakima Memorial Hospital

