

Agreement by and between
UFCW 3000
and
Dynacare/LabCorp

Effective through: 5-31-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

THIS AGREEMENT is made and entered into by and between Dynacare Northwest, Inc. (hereinafter referred to as the “Employer”) and United Food and Commercial Workers Union, Local 21 (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all of the following full-time, and regular and casual part-time employees at the Employer’s Seattle, Washington location; excluded are supervisors, temporary and on-call employees, students and all other employees.

Client Service Rep	Histology Technologist	Non-Registered Technician
Service Representative	Histology Technician (Non-Registered)	Path Clerk
Cytogenetic Technologist	Laboratory Assistant	Path File Clerk
Data Entry Clerk	Sr. Laboratory Assistant	Patient Service Technician
Cytotechnologist	Mail Clerk	Patient Service Technician Specialist
Dispatcher	Material Handler	Patient Intake Representative
File Consultant	Medical Lab Technician	
File Maintenance Specialist	Medical Technologist	
Histology Technician		

If new employees of the Employer are hired to perform job functions historically performed by the bargaining unit in locations historically a part of the bargaining unit, such new employees become a part of the bargaining unit. Remote bargaining unit locations are set forth on Schedule B.

The Employer is free to:

- a) Commence new business;
- b) Partner with new partners;
- c) Joint Venture with new co-joint ventures;
- d) Continue with its other existing operations; and
- e) Take-over, as manager or owner of other laboratories.

The new employees of a), b), c), d) and e) above shall not be considered part of the bargaining unit. This does not waive any of the Union’s rights under the National Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

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

interpreted so as to exclude to those prerogatives not mentioned which are inherent to the management function. The Employer shall not be required to bargain over its decision to exercise any of the aforementioned rights, and all matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures, as it from time to time shall determine. The Employer shall provide thirty (30) days written notice to the Union before making changes in working conditions pursuant to this provision. The Union maintains their right to demand to bargain over the effects of any changes made pursuant to this provision to the extent permitted by law. Neither the Employer's exercise of these management rights, nor the Union's demand to bargain over the effects, shall be subject to Article 17.4.

ARTICLE 3 - UNION MEMBERSHIP; DUES DEDUCTION

3.1 Membership - Employees who are members of the Union at the time of signing will remain in good standing for the duration of this Agreement. All new full-time and part-time employees shall become and remain members of the Union on or before the thirtieth (30th) day of employment. Membership in the Union shall be a condition of continued employment. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has been suspended for failure to tender dues, the Employer shall terminate such employee if the employee is then not in good standing in the Union.

3.2 Dues Deduction - During the term of this Agreement, the Employer shall deduct dues and the Union initiation fee from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any dues deduction made from the wages of such employee.

ARTICLE 4 - UNION REPRESENTATIVES

4.1 Access to Premises. The Union, with at least four (4) hours' prior written notification to the Director of Human Resources or designee, shall have access to the Employer's premises for the purpose of administering the terms of this agreement or to investigate potential grievances. The Union, with at least one (1) business day's advance authorization from the Employer, shall have access to the Employer's premises for the purpose of conducting union meetings. The meeting place shall be in a non-work area and shall not interfere with the normal operation of the laboratory or its customers. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care, customers, or the normal operation of the Laboratory. Request for access shall not be unreasonably denied.

4.2 Union Meetings - Regular or special Union meetings shall not be conducted on the Employer's premises, except as provided in 4.1.

4.3 Union Stewards - Employees shall have the right to elect union stewards from among employees in the unit. The union stewards shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Stewards shall be permitted reasonable

amounts of time to investigate grievances; provided, however, the union stewards shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care, or the normal operation of the Laboratory.

4.4 Bulletin Board - The Employer shall provide space on bulletin boards for the use of the Union. All materials posted on such board must be reviewed by the Employer prior to placement and signed by a designated unit/Union representative.

4.5 Master Lists – Upon signing of this agreement, the Employer shall supply the Union a list of all employees covered by this agreement. Thereafter, the Employer will provide this list on a monthly basis. The list shall include the name, address, telephone number, employee identification number, work location, job classification, date of hire, rate of pay, and FTE status. Gross earnings for each payroll cycle within the quarter will be included. These lists will be sent to the Union electronically.

4.6 Status Reports – Twice each month the Employer shall also send a list electronically of those persons covered by this agreement who were hired or who transferred into a bargaining unit position during the prior month. Once each month the Employer shall send a list electronically of those persons who were terminated from employment, or transferred out of a bargaining unit position the prior month. The lists shall include the name, address, telephone number, employee identification number, wage rate, shift, work location, FTE status, hire date, transfer date, and/or termination date. Also included with this list shall be all job classification, wage rate, and FTE status changes of all employees covered under this agreement.

4.7 Union Orientation – Upon the Union’s two (2) (business days’ written notice to the Human Resources Director or designee, the Employer will provide the Union access to new hires for the purpose of the introduction and orientation to the Union and the collective bargaining agreement. If the meeting is conducted in person or on an interactive virtual platform, the bargaining unit representative will be allowed one-half (½) hour of unpaid time to introduce the Union contract to newly employed employees, subject to the new employee’s agreement to participate in such meeting, which participation the Employer will encourage. Management personnel may enter the room during orientation if necessary, but shall not interrupt the meeting. The Employer will provide the Union’s contact information at the time of hire or transfer, and an online link to the Union membership application. Both parties will comply with all applicable laws.

4.8 Voluntary Political Action Fund Deduction - During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per month. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that .25% of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this monthly deduction. Accordingly, the parties agree that the Employer will

retain .25% of all amounts deducted for the voluntary political action fund to reimburse the Employer for its reasonable costs of administering the deductions.

4.9 Bargaining Team – The Employer shall credit bargaining team members for benefits accruals for time spent in negotiations (including caucus time) of up to one hundred twenty (120) hours.

ARTICLE 5 – DEFINITIONS

5.1 Full-Time Employee - An employee who works at least forty (40) hours per week on a regularly scheduled basis and who has successfully completed the required probationary period.

5.2 Part-Time Employee:

- a. Part-Time Employee - An employee who works at least twenty (20) hours but less than forty (40) hours per week and who has successfully completed the required probationary period.
- b. Part-Time Casual Employee - Part-Time casual employees are those who work on a regular basis for less than twenty (20) hours per week and who have successfully completed the required probationary period. These individuals shall not have access to any benefit provisions of this agreement including annual leave but shall receive a five percent (5%) additional payment to their regular hourly rates to compensate for the lack of vacation/holidays. Part-time casual employees shall be allowed to bid for unpaid time off as part of the vacation bidding process.

5.3 Temporary/On-Call Employee:

- a. Temporary Employee - An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force. Temporary employees shall be temporary for defined periods of time, not to exceed 120 consecutive days. Extensions of the 120-day period may be allowed with mutual agreement of the Union and the Employer. Temporary employees are excluded from the bargaining unit and are not subject to the terms of this Agreement.
- b. On-Call Employee - An employee hired to work on an "on-call" basis and who has no regularly scheduled hours. On-Call employees may be utilized in the event of an emergency, to assist during temporary increases in workload or to relieve regular employees because of illness, leave of absence, work during holidays or vacation periods or during recruitment of a regular position. In the event of low workload within a given shift, on-call employees will be the first employees asked to reduce their hours. On-Call employees are excluded from the bargaining unit and are not subject to the terms of this Agreement.

5.3.1 Temporary Workers - The Employer agrees to provide the Union upon request, not more often than monthly, a list of temporary workers, including name, department, and start date.

5.4 Probationary Employee - An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for 520 hours or six (6) months, whichever comes first. During the probationary period, an employee may be discharged

without notice and without recourse to the grievance procedure. With the consent of the individual employee and prior notice to the Union, there may be a second period of probation consecutive to the first for a further period not to exceed 520 hours or six (6) months, whichever occurs sooner. The usual reason for this second period is to accommodate a management need for a more thorough assessment of an individual. A written reason will be provided. Employees will be eligible for any benefits that would be otherwise earned at the end of the first probationary period.

5.5 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, plus float premium if floating is a regular assignment, certification pay, and lead pay when the employee has a regular (designated) lead assignment.

ARTICLE 6 - SENIORITY

6.1 Defined - Seniority shall mean an employee's length of service within the bargaining unit based on hours compensated from the most recent date of hire in the bargaining unit. As of the effective date of this Agreement, the Employer shall track hours compensated in the bargaining unit for purposes of computing seniority. The Employer will post no later than April 30, July 30, October 30 and January 30 an updated seniority list based on hours compensated, and bargaining unit members shall have a thirty-day period from the date of posting to dispute the updated seniority list.

6.1.1 If an employee leaves the bargaining unit to go to on-call status, or into a management position or the Information Technology Department, the employee's seniority shall be frozen from the time s/he leaves the bargaining unit until such time s/he returns.

6.2 Layoff/Recall - In the event a reduction in personnel (rather than reduction in hours pursuant to Section 8.4) is determined to be necessary by the Employer, the Employer shall provide reasonable notice of layoff to affected employees and to the Union as required by law. Length of service (as specified in 6.1) shall be the determining factor in such layoff (and subsequent recall from layoff) providing skill, ability, job experience, past performance, quality of work, and the business needs of the Employer are substantially equal in the opinion of the Employer. As used through this Article, it is understood that the determination of "qualified" shall include the above factors. The opinion of the Employer shall be based on documented information (or, in the unavailability of documentation, a rational business assessment) and exercised fairly. The above commitments and conditions shall also apply to transfers and shift changes occurring within the Laboratory, providing any initial hiring commitments have been satisfied, and the quality of the department's work product and services are not sacrificed.

If a lay-off is required in any department, the employees in the affected job classification in that department with the least amount of seniority shall be the first to be laid off providing the remaining employees are qualified to perform the required work.

Prior to implementing an involuntary lay-off, the Employer will institute a two-week hiring freeze in the job classification and worksite involved (including the bench involved, if applicable) and offer employees in the department where lay-offs are planned the opportunity to voluntarily terminate their employment and accept severance benefits in lieu of re-call rights. The number of volunteers cannot exceed the number of planned layoffs (FTE/number of positions.) In the event more employees volunteer than needed, the most senior employees will be accepted as volunteers, provided the remaining employees are qualified to perform the required work.

An employee subject to involuntary lay-off will have the following options:

- a. Any vacancy in the employee's job classification for which the employee is qualified.
- b. Lay-Off with Re-Call Rights - Employees on lay-off status shall be placed on a reinstatement roster for a period of twelve (12) months from the day of lay-off. When vacancies occur, employees will be reinstated in the reverse order of layoff, provided they are qualified. An employee shall be considered qualified if the employee meets the minimum qualifications and can perform the work equivalent to a new hire after a one-month orientation to that position. Any re-call of employees out of seniority will be communicated to the Union at the time of the re-call. Acceptance of per diem work while on lay-off will not affect an employee's re-call rights. Employees not on lay-off will be given preference for transfer to an increased FTE on the same shift or to another shift on that unit over all other employees on lay-off. Subject to the above qualifications, an employee on lay-off shall be offered reinstatement to vacant positions on the employee's former unit prior to any employees being newly hired.
- c. An employee who has been displaced due to a layoff (Employee 1) may accept the layoff, or may displace the least senior employee in the employee's job classification on the same shift with the same or fewer hours (Employee 2), provided the senior employee is qualified. The senior employee will be deemed qualified if with an orientation period of two weeks that employee can perform the duties the junior employee is then able to perform. If there is a vacant position on Employee 1's same shift with the same hours, then Employee 1 must take that position instead of displacing Employee 2. If Employee 2 is displaced due to Employee 1 taking Employee 2's position, or if Employee 1 has no options, then Employee 1 or Employee 2 (as the case may be) may accept the layoff if no comparable vacant position exists, or may displace the position of an employee on the low seniority roster for the employee's job classification with the same or fewer hours (Employee 3), provided that Employee 2 is qualified as defined in this Article 6.2(c) and is not on the low seniority roster
- d. The Low Senior Job Roster is the listing of the least senior employees in a job classification who comprise fifteen percent (15%) of the group. Employees with more than three (3) years seniority will not be included on this list unless the list is smaller than five (5) employees. For purposes of this article, Medical Technologists and Medical Laboratory Technicians shall comprise one list.
- e. Any employee who is on the Low Senior Roster or any employee displaced as a result of this process may displace the position of the least senior employee on the roster, provided the employee is qualified.
- f. Limitations on Layoffs – Dynacare will not reduce the FTE count for budgeted and filled regular positions in the bargaining unit by more than ten percent (10%) of the bargaining unit FTE count as of June 1, 2005, excluding FTEs lost through normal attrition, with normal attrition to include without limitation retirements, voluntary terminations, and involuntary terminations with cause. This provision does not apply to layoffs resulting from the loss of accounts or loss of business from accounts as to which the work is performed in the bargaining unit, or from the implementation of new or different technology or automation in bargaining unit facilities resulting in a diminished need for headcount to perform the work related to the technology or automation.

6.2.1 In the event of a layoff, the employer will provide immediate 401(k) vesting, if applicable, and assistance to employees through WorkSource. In addition, the Union reserves whatever notice and bargaining rights may be applicable under the National Labor Relations Act.

There may need to be an internal re-bidding process by department if the lay-off results in a need for a different configuration of FTEs or shift changes.

Upon completion of the probationary period, any employee subject to lay-off may elect to voluntarily terminate employment with the Dynacare and receive severance pay as set forth below. As a condition of receiving severance, employees must execute a general release of all claims against the Employer and any of its officers, directors, employees and agents, past and present, arising prior to the date of the release. Any employee electing this option shall not have re-call rights.

Years of Service	Severance Pay
Less than 2 years:	2 weeks of pay
2 - 4 years:	3 weeks of pay
5 - 9 years:	4 weeks of pay
10 - 14 years:	5 weeks of pay
15 - 19 years:	6 weeks of pay
20+ years:	8 weeks of pay

Part-time employees are eligible for severance pay pro-rated to the employee's FTE. The severance payment will be paid in a lump sum to the employee no later than the first pay cycle after the severance agreement is accepted and all paperwork and waiting periods are completed.

6.3 Termination - Seniority shall terminate upon cessation of the employment relationship. For example: discharge, resignation, retirement, twelve (12) consecutive months of layoff, or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever re-employed, be regarded as a new employee.

6.4 Job Openings - When a new regular full-time or part-time job opening or vacancy occurs within the bargaining unit, notice of such job opening will be available for internal and external candidates on the Employer's electronic job board for four (4) days when the employee leaving the position has given fourteen (14) days' prior written notice of intent to resign. Employees may sign up for electronic notification of job openings. Employees will have the opportunity to notify the Employer in writing in advance of their interest in applying for future job openings. Length of service shall be the determining factor, providing skill, ability, job experience, past performance, quality of work, discipline record with the Employer, and the business needs of the Employer are substantially equal in the opinion of the Employer. The opinion of the Employer shall be based on documented information (or, in the unavailability of documentation, a rational business assessment) and exercised fairly. This section shall not apply if there is a legal or contractual requirement to place another employee into the vacant position. An employee selected for a new position will be allowed to move into the new position as soon as practicable, not to exceed thirty (30) days of the selection.

ARTICLE 7 - EMPLOYMENT PRACTICES

7.1 Notice of Termination - Employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or two (2) weeks' pay in lieu thereof, except in cases of discharge for just cause.

7.2 Notice of Resignation - Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in loss of all accrued annual leave. The Employer shall consider exceptions to this requirement in extenuating circumstances.

7.3 Discipline and Discharge - No-full-time or part-time employee shall be disciplined or discharged except for just cause. The Employer, however, reserves the unqualified right to discharge any employee deemed to be incompetent. The Employer shall be the sole judge of the employee's capability and competency, providing that such judgment shall be exercised in good faith and based upon established job criteria. Employees who have been discharged by the Employer, shall upon request by the employee, be given a written statement of the cause of discharge by the Employer at the time of discharge or within a reasonable time thereafter. Employees shall be given the opportunity to review and sign all evaluations and written warnings that are to be entered into their personnel file. The employee shall be requested to sign the written warning notice acknowledging their receipt.

7.4 Professional Responsibility - All employees should seek continuous advancement in their performance, productivity, skills, and knowledge which may include certification or registration. Failure to achieve this objective within a reasonable period of time may adversely affect an employee's opportunity for continued employment with the Employer. Attaining these objectives will be considered in regard to promotional opportunities and any merit increase that may be granted. Employees will be responsible for attaining and maintaining professional licenses and active status appropriate to their positions.

7.5 Evaluations - The Employer shall maintain an annual evaluation system. Employees shall be requested to sign the evaluation and shall be offered the opportunity to provide a response. If an employee chooses not to sign the evaluation, the Employer shall provide the employee, within twenty days, a written notice indicating the employee has seen and reviewed the document.

7.6 Personal Grooming – Attire shall be neat, clean and presentable. Employees' personal grooming must adhere to Employer policies.

7.7 Non-Discrimination - There shall be no discrimination against any employee or applicant for employment because of race, color, religion, age, sex, national origin, sexual orientation, gender identity, marital status, political affiliation, disability (subject to bona fide occupational requirements and ability to perform within those requirements), veteran's status, or any other basis prohibited by local, state or federal law. Grievances filed under Article 7.7 shall be processed through step 2 of the grievance procedure set forth in Article 15, but are not subject to arbitration under step 3 of the grievance procedure.

7.8 Drug and Alcohol Testing. The Employer shall require drug and alcohol testing of employees pursuant to Employer policy dated January 1, 2020. This provision will not include random drug and alcohol testing. Upon request, the Employer will meet and confer with the Union prior to implementing any changes to this policy.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Workday - The normal workday shall consist of eight (8) hours' work to be completed within nine (9) consecutive hours.

8.2 Work Period - The normal work period shall consist of forty (40) hours of work within a seven (7) day period.

8.3 Other Work Schedules - A normal workday may consist of ten (10) hours to be worked up to eleven (11) hours when the workweek schedule is based on four (4) ten (10) hour days, or twelve (12) hours to be worked up to thirteen (13) hours when the workweek schedule is based on at least three (3) twelve (12) hour days. Other innovative work schedules may be established by mutual agreement between the Employer and the employee involved. The Union shall be notified of the creation of any such schedules and provided an opportunity to bargain, if requested. Where work schedules other than the eight (8) hour day workday schedule are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or to the work schedule which was in effect immediately prior to the alternative work schedule after at least twenty-one (21) days' advance notice to the employee.

8.4 Changes in Work Schedules - Work schedules shall be posted by the twentieth of the month preceding the monthly work schedule. It is recognized and understood that deviations from the normal hours of work and posted work schedules may occur from time to time, resulting from several causes, such as, but limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, emergencies and increased or decreased workload conditions. No such deviations shall be considered a violation of this Agreement. Changes made for any of the above reasons after the schedule has been posted shall be made by mutual agreement, except in cases of bona fide emergencies or unforeseen circumstances beyond the Employer's control. Such changes made after the schedule has been posted will only occur if made in good faith, and after the Employer takes into consideration alternatives to the schedule change that meet the Employer operational requirements, which can include seeking volunteers in appropriate situations. Upon request by the affected employee, shop steward or union representative, the affected employee and the Employer will meet during which the Employer shall explain the justification of the schedule change.

8.4.1 In the event the Employer requires schedule changes that are not temporary (i.e., which exceed a four (4) week period) such as shift changes, changes in start or end times of more than one hour, or reductions in work hours, such changes shall be based on seniority. However, the Employer will first seek volunteers to work the changed hours. In the event there are insufficient qualified and suitably trained volunteers, employees will be assigned the new hours in inverse order of seniority, providing skill, ability, job experience, past performance, quality of work, discipline record with the Employer and the business needs of the Employer are substantially equal in the opinion of the Employer. The opinion of the Employer shall be based on documented information (or, should documentation be unavailable, a rational business assessment) and exercised fairly.

8.4.2 If a temporary (i.e., less than four (4) weeks) change of hours, at the Employer's request, in work schedule results in increased employee transportation costs, the Employer shall reimburse the employee for his/her added out-of-pocket expense(s) based upon the least

costly reasonable method of transportation, provided the proper reimbursement paperwork is completed within two (2) weeks of completion of the assignment.

8.4.3 The Employer will not contact Float employees by phone between 7:00 p.m. and 5:00 a.m., except that the parties agree that the Employer may contact Floats by text messaging for the purpose of informing the Float of changes to the Float's work location and/or start time for the next shift. The Float will not be expected to respond to or acknowledge the text message during that time period. Failure by the Float to report for the shift or site as directed may result in progressive discipline. Floats must provide their manager with the Float's current mobile number to receive text messages and must notify their manager of any change to that number.

Assignments for Floats may involve mandatory overtime subject to contract requirements. Floats must be must ready, willing and able to receive communications from the Employer before or after his or her shift regarding changes to shift start times and work locations.

8.5 Overtime - All time worked in excess of the normal full-time workday of eight (8) or more hours in duration or forty (40) hours during any one week shall be considered overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay. All additional overtime hours after twelve (12) consecutive hours within a twenty-four (24) hour period shall be paid at the rate of double time (2x) the employee's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by a supervisor. There shall be no pyramiding or duplication of overtime pay. Overtime due to short staffing is on a voluntary basis and shall be rotated equitably among qualified employees.

8.5.1 10-Hour day. If an employee works more than two (2) consecutive hours beyond the end of the (10) hour shift, all overtime hours after twelve (12) consecutive hours of work for that shift will be paid at double time (2x).

8.5.2 12-Hour Day. If an employee works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

8.6 Meal/Rest Periods - All employees shall receive an unpaid meal period which shall not exceed one (1) hour. Employees who are required to work during their meal period shall be paid for the time worked as required by the law. All employees shall be allowed a paid rest period of fifteen (15) minutes in each half shift of four (4) hours or more duration. Patient Service Technicians may be required to take intermittent rest periods as workflow permits (WAC 296-126-092). The Technician is responsible for notifying the supervisor if s/he is unable to take a break. If the Technician does not have an opportunity to take a break, the Employer will pay the employee for the missed break at straight time wages.

8.7 Split Shifts - Except for unforeseeable emergency situations that may occur, there will not be split shifts unless mutually agreed to by the Employer and employee.

ARTICLE 9 – COMPENSATION

9.1 Wage Schedule - Schedule "A" attached hereto and made a part of this Agreement is the wage schedule which shall be effective during the term of this Agreement.

Effective the first full pay period following the date of ratification, all steps in all job classifications that are below the applicable minimum wage will move immediately to the applicable minimum wage plus ten (10) cents per hour for both incumbents and future hires. These steps shall remain at the applicable minimum wage plus ten (10) cents per hour until the frozen wage step rates would otherwise move above the applicable minimum wage plus ten (10) cents per hour due to future increases to the scale. Incumbents shall retain their anniversary date for purposes of step advancement. It is possible that an incumbent will advance a step and remain at the applicable minimum wage plus ten (10) cents per hour as a result of that step advancement.

9.2 Shift Differential - Employees assigned to the second shift shall be paid a shift differential of two dollars (\$2.00) per hour. Employees assigned to the third shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour.

Employees assigned to a shift where a majority of hours worked occur after 3:00 PM shall be paid the evening shift differential for the entire shift. To be eligible for the night shift differential, more than fifty percent (50%) of the hours must be worked between 11:00 PM and 7:00 AM. The labor-management committee may propose modifications to the hours on which shift differential is paid subject to approval of the bargaining unit. (Effective dates are first full pay period after designated date.)

9.3 Recognition of Past Experience - Employees hired during the term of this Agreement shall be compensated at a wage level in accordance with the following understanding:

- a. One year's past experience, at least the first year level.
- b. Two to three years' past experience, at least the second year level.
- c. Four years' past experience, at least the third year level.
- d. Five to six years' past experience, at least the fourth year level.
- e. Seven to eight years' past experience, at least the fifth year level.
- f. Nine or more years' past experience, at least the sixth year level.

"Past experience" as specified herein shall be defined as recent, relevant and related experience in the opinion of the Employer, provided it is based on objective criteria and made in good faith.

9.4 Step Increases - Progression of the wage scale shall be based upon completion of one (1) year, based upon seniority date unless otherwise specified in the wage schedule). Increases are effective the first full pay period after the anniversary date. Employees who have not received a performance appraisal within one (1) month of their review date will automatically receive a step increase retroactive to the appropriate date. Step increases will automatically be implemented when no evaluation has taken place. (If the Employer fails to pay said increase by the end of the pay period following the pay period in which the increase should have been implemented it shall pay an interest penalty calculated at six percent (6%) annually on the total amount of the increase implemented beyond the effective date.) Employees who are not meeting satisfactory standards based on their anniversary evaluation will not receive a step increase, however, they will be given a ninety (90) day period to improve and be re-evaluated for a step increase after completion of this ninety (90) day period. Employees who exceed performance standards are eligible for increases that exceed a one (1) step increase at the discretion of the Employer.

9.4.1 Additional merit increases may be given at the discretion of the Employer, in addition to, but not in replacement of, 9.4 above.

9.5 Standby - Employees assigned to standby status off worksite premises shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime, eligibility for longevity increments of fringe benefits.

9.6 Callback - Employees assigned to standby status and called back to work after completion of the employee's regular workday shall receive one and one-half (1½) times the regular rate of pay for all hours worked with a minimum of three (3) hours. Callback pay shall be paid in addition to standby pay. Travel time to and from the worksite shall not be counted as work time.

9.6.1 Call-In – Employees not on standby status and called back to work after completion of the employee's regular workday shall receive a minimum of three (3) hours pay.

9.7 Weekend Differential - Employees assigned to work between 11:00 PM Friday and 7:00 AM Monday shall be paid a weekend differential of two dollars (\$2.00) per hour.

9.8 Lead Pay - Employees who are assigned lead responsibility by the Employer shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked in the capacity as lead.

9.9 Job Reclassification - Employees who are permanently moved to a higher wage scale will be placed on the higher wage scale at the step that is the next highest to their current rate, plus one step increase above.

9.10 Mandatory Meetings - Employees shall be paid a minimum of three (3) hours' pay for attending mandatory meetings on their day off, plus parking.

9.11 Temporary Phlebotomy Dispatch - Employees who are temporarily assigned to perform the Phlebotomy dispatch function shall be paid the applicable premium (\$1.00) if they are performing all the duties of the dispatch job for a minimum of one (1) hour.

9.12 Float Pay – Employees who are assigned to a float pool position as a regular assignment shall be paid a two dollars (\$2.00) per hour premium for all hours worked in this position.

Employees who receive Float Pay under this Article are Phlebotomists who are designated by management as a Float and whose primary job function is to work at variously assigned Patient Services Centers on an as needed basis (referred to in this paragraph as "Floats").

9.13 Mileage – Employees shall receive the IRS Standard for mileage reimbursement when employees are authorized to use personal vehicles on Employer business. If an employee hired into a regular Float position is required to travel to a PSC or IOP which is a distance in excess of the commute between their residence and the closest PSC or IOP covered by this Agreement, the Float shall receive mileage reimbursement for such travel. Employees shall receive reimbursement within thirty (30) days after submission of the reimbursement requests to the Employer. Reimbursement for parking fees, bridges, and ferry tolls for those employees who are authorized to use personal vehicles on Employer business shall be reimbursed within thirty (30) days after submission of reimbursement requests to the Employer.

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual - Full-Time and part-time employees shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

Upon Completion of (2,080 hours = 1 year):	Annual Leave (includes 8 holidays):
0-3 years	18 days
4-10 years	23 days
11-15 years	28 days
>15 years	33 days

10.2 Scheduling - Annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, the employee shall be eligible to take any annual leave which has accrued. Temporary employees are not eligible for annual leave benefits.

The Employer retains the right to schedule annual leave in such a way as will least interfere with Laboratory work load requirements. This includes the determination as to how many employees may be allowed to be absent from each department at the same time.

10.2.1 Posting - A vacation scheduling chart will be posted in each department from January 1 through February 28. During the period, employees may register their vacation requests for the remainder of the calendar year (May through December), plus January, February, March and April of the next following calendar year. Employees must register their vacation requests in writing. During the period of posting, if more employees request the same time period than the supervisor can allow to be absent at once, the supervisor shall discuss, with the affected parties, the issues in an attempt to resolve the conflict. If no consensus resolution results, the employee with the most seniority, as defined in 6.1 of this agreement, shall have priority. If employees' have identical seniority, the supervisor shall decide and the employee who does not receive the vacation time they requested shall receive priority in the ensuing time period provided that the overall departments functioning is not adversely affected. No person shall schedule the same annual leave time off (the same date or the day preceding or following a holiday) two (2) years in a row or more than three (3) weeks during the period from Memorial Day through Labor Day, unless no other person desires the same time period. On or before March 15, the supervisor will notify, in writing, each employee who applied for annual leave during the annual scheduling period.

After the annual scheduling period, the vacation chart will remain posted and updated monthly in the department. Employees who request annual leave after the annual scheduling period must do so in writing. Annual leave requests after the annual scheduling period will be considered on an availability and first come-first served basis. The supervisor will notify the employee in writing of approval or denial within twenty-one (21) days of the date of request.

10.3 Loss of Annual Leave - Annual leave accrued during one (1) year of employment must be used prior to completing the next year of employment or it will be lost, unless the employee has been denied a written request for time off made at least three months before the leave would be lost and no alternative time is available.

10.4 Work on Holidays - Employees who work on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1½) times the employees' regular rate of pay for all hours worked on the holiday. In addition, employees are entitled to one (1) floating holiday, to be scheduled by mutual agreement between the Employer and employee. Where possible, holiday work assignments shall be rotated within the Laboratory. Holiday pay shall be given for the shift when the majority of the hours worked falls on the designated calendar date for the holiday.

10.4.1 Pay for Holiday Hours -

- a. Employees who work on a holiday shall inform their supervisor whether they want to receive regular pay or to bank their holiday as an additional annual leave day, in addition to the time and one half (1½) holiday premium.
- b. Employees who are scheduled off on the holiday on a day the employee would have normally worked shall be paid a holiday day equal to the number of hours the employee would have worked.
- c. Employees who are scheduled off on the holiday because the holiday coincides with their normal day off shall inform their supervisor whether they want to receive holiday pay or bank an additional annual leave day.
- d. Where departments are closed on the holiday, employees shall inform their supervisor whether they want to receive holiday pay or bank an additional annual leave day.
- e. Should an employee fail to inform their supervisor of their preference the supervisor shall default to banking the additional annual leave day.

10.5 Designated Dates - Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the Laboratory

10.6 Termination - After completion of one (1) year's employment, employees shall be paid upon termination of employment for any annual leave benefits earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause.

10.7 Annual Leave Compensation - Second and third shift differentials shall be included in the calculation of annual leave compensation.

10.8 Pay in Lieu of Annual Leave - There will be no pay in lieu of vacation for Full-Time employees with less than four (4) years of service. Full-time employees with more than 10 days of accrued annual leave may request to be paid for up to one week (40 hours) of annual leave. Pay in lieu of annual leave for full-time employees is at the Employer's discretion. Upon request, part-time employees shall receive annual leave pay out at any time if in accordance with Article 10.6.

ARTICLE 11 - SICK LEAVE

11.1 Accrual - Full-Time, part-time and casual employees shall accumulate sick leave at the rate of 0.0333 for each work hour. (Equivalent to 1 hour for every thirty (30) work hours.) There will be no maximum accrual per year. Employees may roll over all unused sick leave each calendar year and accumulate a total of 192 hours.

Full-Time and Part-Time employees who are regularly scheduled ten (10) hour shifts shall accumulate sick leave at the rate of 0.0385 per work hour. There will be no maximum accrual per year. Employees may roll over all unused sick leave each calendar year and accumulate a total of 240 hours. The Employer will provide sick leave in accordance with the Seattle Sick and Safe Time Ordinance (SMC 14.16) and the Washington Paid Sick Leave Law (RCW 49.46.200-.210).

11.2 The Employer will offer a short-term disability insurance program to employees who regularly work twenty-four (24) hours or more per week, that provides two-thirds (2/3) of an employee's salary for the first day of an accident or hospitalization and on the tenth day of any other illness. This short-term disability program shall dovetail with the long-term disability insurance program so as to provide continuity of benefits. Effective January 1, 2003, employees may also use accrued vacation leave.

Employees may use accrued sick leave in conjunction with the short-term disability benefit to the extent accrued. The insurance shall be through a third party who shall be the claims adjudicator and administrator. Employees, to be eligible, shall have to comply with the requirements of said third party.

11.2.1 Employees who have a relapse of the same illness may not have to re-qualify for access to the short-term disability benefit if authorized by the insurance company and the criteria is met.

11.3 Sick Leave Donation - A full-time or part-time employee with a minimum accrual of at least ten (10) sick leave days may donate up to two (2) days per calendar year of her/his accrued sick leave to a sick leave bank administered by the Employer. Employees who have an FMLA-qualifying "serious health condition" that is certified in writing by a health care provider to require a continuous absence from work of at least one (1) week may apply to receive donated sick leave hours. The Employer will provide to the Union an accrual report upon request.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 In General - All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A reply granting or denying the request and stating the conditions of the leave of absence, if granted, shall be given by the Employer. A leave of absence shall commence on the first day of absence from work. An employee may be required to take earned annual leave during the leave of absence. Eligible employees will be allowed to take leave pursuant to Section 11.2 in the appropriate case.

12.2 Washington Paid Family and Medical Leave. The Employer will provide paid family and medical leave benefits pursuant to Title 50A RCW. The employer will also proactively let employees know about other benefits that are available to them under the law such as the Washington Family Leave Act, FMLA and any other type of protected leave they may be eligible for.

12.3 Bereavement Leave - For full-time employees, with prior supervisory approval, bereavement leave with pay up to three days, depending on the circumstances, including travel time, employee involvement in making funeral arrangements, etc., may be allowed for death in the immediate family of the employee or spouse. Immediate family shall be defined as grandparent, parent, wife husband, brother, sister, child, grandchild or domestic partner. An extension of up to two additional days may be considered depending upon special or unique circumstances, with management approval. Part-time employees receive a pro-rated share of bereavement leave based upon his or her regular schedule.

12.4 Military Leave - Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued from the date such leave commences and shall not be considered part of earned annual leave.

12.5 Jury Duty - Regular employees who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and the regular rate of pay providing the jury duty does not exceed three (3) weeks in duration. To be eligible for jury duty pay, an employee who reports for jury duty and is excused must immediately report back to the Employer indicating the employee's availability for work.

12.6 Return to Work – Except for protected family and medical leave taken under Article 12.2, above (in which case the provisions of Title 50A RCW will govern reinstatement from protected leave under that law), a leave of absence will guarantee an employee first choice to the first available similar opening for which the employee is qualified if the employee returns to work on or before expiration of the leave. In the event there is no position immediately available, this commitment shall only be in effect for a period of six (6) months from the time the employee returns from the leave of absence and has indicated his/her availability for work. A medical leave of absence of thirty (30) days or less that does not qualify as protected family and medical leave under Title 50A RCW will guarantee an employee the right to return to a comparable position within the Laboratory subject to advanced scheduling requirements. A medical leave of absence exceeding thirty (30) days but not more than sixty (60) days that does not qualify as protected family and medical leave under Title 50A RCW will guarantee an employee the right to return to a position within the laboratory at the same rate of pay, subject to advance scheduling requirements. A maternity leave shall be granted for the period of the physical disability, as required by law, and will be paid in accordance with the requirements of Title 50A RCW.

12.6.1 No employee on a personal, medical or other leave is entitled to return to a position from which they would have been laid off in accordance with the terms of this agreement had they been working. If an employee is laid off while on leave the terms of Section 6.2 and 7.1 shall apply.

12.7 Education Leave - After one (1) year of continuous service, an employee may request leave with pay for the purpose of attending beneficial career-oriented functions. The Employer shall be the judge as to whether educational leave is beneficial to the Employer and the employee. The Employer will make a good faith effort to release the employee for such mutually beneficial training; however, such leaves shall also be subject to budgetary considerations and scheduling requirements of the Employer.

12.8 Required Education Leave - When an employee is required to attend an educational career-oriented function by the Employer, the employee's wages and all expenses shall be paid by the Employer.

12.9 Union Leave- Upon thirty (30) days' advance written request to the department head and to human resources, an employee may be granted one unpaid leave of absence of up to thirty (30) days over the contract term to conduct union business, which request the Employer may grant or deny in its sole discretion. The employee will be eligible for COBRA continuation of health insurance while on unpaid leave to the extent permitted by law.

ARTICLE 13 - MEDICAL AND INSURANCE BENEFITS

13.1 Medical and Dental Insurance - Beginning the first of the month following sixty (60) days of continuous employment, all full-time and part-time employees regularly scheduled to work twenty-four (24) or more hours per week shall be included under and covered by the Employer's basic group insurance plan providing medical, surgical, hospital and dental insurance benefits at the current level of benefits. Participation in medical, dental and any other insurance benefits shall be subject to the plan's specific eligibility requirements.

13.1.1 Domestic Partner Coverage - Effective June 1, 2002, domestic partner coverage will become available to employees.

13.2 Other Insurance Benefits - The Employer shall provide life insurance, long term disability and retirement plans subject to current plan eligibility, making whatever changes may be required to comply with applicable law and regulations. Effective January 1, 2012, the Employer's 401(k) Plan will be amended to permit employee contributions up to the maximum amount permitted under IRS regulations (with no change to employer matching contributions), and to permit employees to make withdrawals beginning at age fifty-nine and a half (59½) to the extent permitted by law.

13.3 Plan Changes – Effective January 1, 2021 through December 31, 2021, the medical plan premiums shall be modified as provided in Schedule C. 2021 and 2022 medical plan design and employee and dependent premium changes will be effective January 1st of each year. Employer retains the right to make whatever additions, modifications, and/or deletions to the above-mentioned insurance and retirement plan benefits as it determines to be necessary. If the Employer modifies its current insurance plans or provides an alternative plan(s), the Employer will review the plan changes with the labor/management committee prior to implementation. Benefits will be comparable to those currently provided, as modified by Schedule C.

13.4 Employees will participate in the LabCorp No Charge Lab Testing Benefit in accordance with Company policy.

ARTICLE 14 - LABOR MANAGEMENT COMMITTEE AND SAFETY COMMITTEE

The Employer and the Union agree to establish a joint labor management committee. The goal of the committee is to provide a vehicle for collaborative problem solving so that issues of mutual concern to either the Union or the Employer can be addressed on an ongoing basis during the term of the agreement. The committee may agree to address matters subject to collective bargaining but shall not substitute for the contractually agreed upon process for resolving grievances and shall not have any ability to rewrite any part of the collective agreement or to issue binding interpretation of that agreement.

The composition of the committee may vary, depending on the issues; however, each party will appoint a core of no more than six (6) representatives. The Union may have one (1) of its staff members as a member of this committee, but such staff member shall have no more authority than

the other members who are employees/union members. The committee will meet quarterly, unless otherwise mutually agreed by the committee members. The union committee members shall present an agenda to the management members no later than forty-eight (48) hours prior to a scheduled committee meeting.

It is anticipated that the chair of this committee will rotate between the Union and the Employer. The primary jurisdiction of this committee will be to make recommendations.

The Union shall be allowed to designate two bargaining unit members to serve on the Safety Committee. The Union shall notify the Employer in writing by December 31st of each year of the identities of the members to serve on the Committee for the following calendar year.

ARTICLE 15 - GRIEVANCE PROCEDURE

Step 1: Immediate Supervisor or Department Head – The employee (and the Steward or the Union Representative, if requested by the employee), shall present the grievance in writing to the Human Resources designee and the parties shall attempt to resolve the problem immediately, but in no event later than twenty-one (21) calendar days of the employee's knowledge of the facts that constitute the grievance. The Human Resources designee shall be given twenty-one (21) calendar days to respond in writing to the employee from the date of receipt of the grievance.

Step 2: Director of Human Resources – If the matter is not resolved to the employee's satisfaction in Step 1, the employee and/or Union Representative shall present the grievance to the Director of Human Resources within fourteen (14) calendar days of receipt of the response in step 1. The Director of Human Resources and Union Representative shall meet within fourteen (14) calendar days from date of receipt to discuss the grievance. The Director of Human Resources shall provide a written answer within seven calendar days of the Step 2 meeting.

Step 3. Mediation – Before advancing a grievance to arbitration, within seven (7) days of the receipt of the Step 2 response, either party may request that the parties utilize the services of a Federal Mediation and Conciliation Service Commissioner to mediate the grievance. Any mediation in this step is subject to mutual agreement.

Step 4: Arbitration – If the grievance is not settled on the basis of the foregoing procedures, either the employer or the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the Step 2 response (or within fourteen (14) calendar days following the conclusion of mediation in Step 3). If the Union and the Employer fail to agree on an arbitrator, the parties shall select an arbitrator as provided in this Article. The arbitrator's decisions shall be final and binding on all parties. The arbitrator shall not have authority to add to, subtract from, or otherwise modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including attorney's fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

This grievance procedure shall terminate on the written expiration date of this contract, unless the contract is extended by the mutual written consent of the parties. Grievances arising after the expiration date of this contract shall be null and void, and shall not be subject to the grievance procedure.

Timelines under the grievance procedure may be extended in writing by mutual agreement. If the Employer fails to timely respond at any step of the grievance procedure, the grievance shall be deemed denied at such step and automatically moved to the next step.

The Union and Employer agree, where grievances are constituted pursuant to this procedure and are referred to arbitration, the grieving party shall request a list of seven arbitrators located in Washington or Oregon from the Federal Mediation and Conciliation Service. Either party may reject the list in total and request a second list. Once the final list is secured the parties shall alternatively strike names until one name remains; the party to strike first shall be determined by the flip of a coin.

The arbitrator shall have no authority to modify or change the Employer's decision regarding the disciplinary action taken for violation of the Employer's drug/alcohol abuse policy.

ARTICLE 16 - NO STRIKE/NO LOCKOUT

16.1 No Strike - Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, walkout, sympathy strike, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

16.2 Disciplinary Action - Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

ARTICLE 17 - GENERAL PROVISIONS

17.1 State and Federal Laws - Should any provision or provisions become unlawful by legislative act or by declaration of a any court of competent jurisdiction, such action shall not invalidate this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

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

17.4 Complete Agreement - The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter during the term of this

Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time.

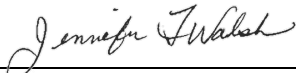
ARTICLE 18 - TERM OF AGREEMENT

This Agreement shall become effective on the execution date below and shall remain in full force and effect until the 31st day of May 2023, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement upon the expiration date, written notice must be given to the other party by certified mail at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ 17th _____ day of August 2021.

DYNACARE NORTHWEST, INC.

UFCW LOCAL 21



Jennifer Walsh
Associate Vice President
Human Resources



Mia Contreras
Executive Vice President



Rajat Mehta
Senior Vice President



Amirah H. Ziada Mirziteh
Negotiator

MEMORANDUM OF UNDERSTANDING
by and between
UFCW Local 21
and
Dynacare Northwest, Inc.

The parties agree that work performed during rest periods shall be paid at straight time, unless controlling state law precedent provides otherwise.

MEMORANDUM OF UNDERSTANDING
by and between
UFCW Local 21
and
Dynacare Northwest, Inc.

By way of an Addendum to the collective bargaining agreement covering the period from its date of execution through May 31, 2023, the parties agreed during negotiations to the following:

1. The job classification of Patient Services Technician Specialist shall apply to a Patient Services Technician who: a) has one (1) year of experience in the position, at least six (6) months of which is with the Employer, and is proficient in blood collecting (all age groups, draw difficulties), urine drug screens, paternity collections, breath-saliva alcohol testing and test cup collection; and b) whose duties require application of such proficiencies; or c) who is qualified to perform and is performing in the employee's job function moderate complexity testing as defined by CLIA.
2. The job classification of Senior Laboratory Assistant shall apply to a Laboratory Assistant with at least one (1) year of experience in the position, at least six (6) months of which is with the Employer, who is qualified to perform and is performing in the employee's job function moderate complexity testing as defined by CLIA. The job classification of Senior Laboratory Assistant shall also apply to the Referrals Department.
3. Bargaining unit employees will be extended the group purchasing discounts for products of third-party vendors on the same basis as employees covered by the LabCorp Personal Choice Benefits Program. The group purchasing discount is limited to product purchases and specifically excludes without limitation group insurance discounts, group legal services, and other programs involving payroll system interface.
4. The Employer and the Union agree that it shall not be a violation of Article 8.3 of the Agreement should the Employer post and fill a position consisting of two (2) ten (10) hour shifts to be worked up to eleven (11) hours and one four (4) hour shift to be worked up to five (5) hours. The Employer and Union may agree on other work schedules as allowed under Article 8.3.
5. MLTs in Outside Services designated as Floats will continue to be covered by Article 9.12.
6. Errors on Paycheck. The Employer will make a good faith effort to review paycheck issues in a timely manner. If it is identified as a recurring issue, Human Resources will work with the affected manager to address potential resolution of the issue.7. 2020 Pandemic Emergency. The Employer shall endeavor to provide personal protective equipment (PPE) to all employees who request it during the state of emergency declared by the Governor on February 28, 2020 (Proclamation 20-05).. In determining its policies and practices during this state of emergency, the Employer will be guided by the recommendations and guidelines set forth by public health agencies, (i.e., CDC, WHO, Washington State Public Health Department) for the purpose of promoting the health and safety of the Employer's employees and others at the Employer's facilities., Work areas and break rooms shall be cleaned and disinfected consistent with public health agency requirements. The Employer

shall also communicate safety precautions against the pandemic to all staff in a manner most appropriate for timely dissemination.

7. For the duration of the Governor's state of emergency, or one (1) year from the date of ratification of the 2020-2023 collective bargaining agreement (whichever occurs later), no less than two (2) representatives of the Union and two (2) representatives of the Employer shall form a "Pandemic Safety Committee" to discuss and address safety concerns. The committee shall meet monthly (or as otherwise determined by the committee) to discuss safety precautions and other Employer responses to matters related to the COVID-19. The committee shall be advisory only but may make mutually agreed upon recommendation to the Northwest Region Vice-President, who will give due consideration to committee recommendations, who shall issue a written response to the committee within fourteen (14) calendar days. Employee members of the committee will suffer no loss of pay (not to exceed two (2) hours per meeting) as a result of time spent in committee meetings.
8. Full-time and part-time employees on the active payroll as of May 31, 2020 and on the date of payout shall receive a lump sum ratification bonus of seven hundred fifty dollars (\$750.00) less withholdings pro-rated by FTE, payable the second full pay period following the date of ratification.

MEMORANDUM OF UNDERSTANDING
by and between
UFCW Local 21
and
Dynacare Northwest, Inc.

Staffing

The Employer shall make a reasonable effort to appropriately staff each department and worksite. Staffing levels shall be at the sole and exclusive discretion of management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their Department Manager as soon as the problem is identified.

1. Employee(s) believing there is a staffing problem are encouraged to address the issue immediately with their immediate supervisor. In addition, employees may choose to document significant concerns and provide that documentation to their immediate supervisor.
2. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Manager. The Department Manager will respond in writing within fourteen (14) calendar days.
3. If the matter is not satisfactorily resolved by the Department Manager, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the Vice-President, Northwest Region or his/her designee. If there is no consensus within the Labor Management Committee, either party may make a written recommendation to the Vice-President, Northwest Region. The Vice-President, Northwest Region or his/her designee will respond in writing within twenty-one (21) days. Emergency situations requiring immediate attention may be brought directly to the Human Resources Director to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the Vice-President, Northwest Region. The Vice President's determination shall not be made for arbitrary or capricious reasons.
4. The Employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, immediate supervisor or administration of his or her concerns about staffing.

SCHEDULE A

Effective 1st full pay period after ratification	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
Job Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	18	20	22	25	27
Client Service Representative	\$18.16	\$18.62	\$19.06	\$19.54	\$20.03	\$20.53	\$21.03	\$21.56	\$22.11	\$22.66	\$23.17	\$23.67	\$24.19	\$24.72	\$25.27	\$25.83	\$26.39	\$26.98	\$27.57	\$28.17	\$28.88
Cytogenetic Technologist **	\$28.78	\$29.48	\$30.22	\$30.98	\$31.77	\$32.55	\$33.37	\$34.21	\$35.06	\$35.83	\$36.62	\$37.42	\$38.25	\$39.08	\$39.95	\$40.84	\$41.73	\$42.65	\$43.61	\$44.69	
Cytotechnologist **	\$30.25	\$31.00	\$31.79	\$32.58	\$33.40	\$34.23	\$35.09	\$35.97	\$36.88	\$37.67	\$38.51	\$39.36	\$40.23	\$41.11	\$42.02	\$42.95	\$43.89	\$44.86	\$45.85	\$46.99	
Data Entry Clerk *	\$16.79	\$16.79	\$17.12	\$17.55	\$18.00	\$18.45	\$18.90	\$19.37	\$19.85	\$20.29	\$20.74	\$21.21	\$21.67	\$22.15	\$22.62	\$23.12	\$23.63	\$24.16	\$24.69	\$25.31	
Dispatcher	\$18.16	\$18.62	\$19.06	\$19.54	\$20.03	\$20.53	\$21.03	\$21.56	\$22.11	\$22.66	\$23.17	\$23.67	\$24.19	\$24.72	\$25.27	\$25.83	\$26.39	\$26.98	\$27.57	\$28.17	\$28.88
File Consultant	\$24.53	\$25.15	\$25.78	\$26.41	\$27.07	\$27.74	\$28.45	\$29.15	\$29.89	\$30.63	\$31.30	\$32.01	\$32.71	\$33.43	\$34.15	\$34.92	\$35.69	\$36.47	\$37.27	\$38.09	\$39.05
File Maintenance Specialist	\$24.53	\$25.15	\$25.78	\$26.41	\$27.07	\$27.74	\$28.45	\$29.15	\$29.89	\$30.63	\$31.30	\$32.01	\$32.71	\$33.43	\$34.15	\$34.92	\$35.69	\$36.47	\$37.27	\$38.09	\$39.05
Histologic Technician	\$24.66	\$25.27	\$25.92	\$26.56	\$27.23	\$27.90	\$28.60	\$29.32	\$30.04	\$30.80	\$31.48	\$32.17	\$32.90	\$33.61	\$34.35	\$35.10	\$35.88	\$36.66	\$37.47	\$38.30	\$39.25
Histology Technologist	\$28.71	\$29.44	\$30.16	\$30.92	\$31.70	\$32.49	\$33.30	\$34.13	\$34.99	\$35.86	\$36.65	\$37.46	\$38.28	\$39.13	\$39.99	\$40.87	\$41.76	\$42.70	\$43.63	\$44.59	\$45.70
Lab Assistant ***	\$17.48	\$17.91	\$18.36	\$18.82	\$19.30	\$19.78	\$20.28	\$20.79	\$21.30	\$21.78	\$22.25	\$22.73	\$23.25	\$23.76	\$24.27	\$24.81	\$25.36	\$25.92	\$26.48	\$27.14	
Mail Clerk *	\$16.79	\$16.79	\$16.98	\$17.42	\$17.84	\$18.29	\$18.75	\$19.22	\$19.71	\$20.15	\$20.59	\$21.04	\$21.50	\$21.97	\$22.44	\$22.95	\$23.45	\$23.96	\$24.49	\$25.10	
Material Handler *	\$16.79	\$16.79	\$16.79	\$17.01	\$17.44	\$17.87	\$18.31	\$18.77	\$19.24	\$19.68	\$20.11	\$20.55	\$21.00	\$21.46	\$21.93	\$22.42	\$22.91	\$23.42	\$23.92	\$24.52	
Medical Lab Technician	\$23.32	\$23.90	\$24.50	\$25.12	\$25.74	\$26.38	\$27.04	\$27.72	\$28.40	\$29.12	\$29.76	\$30.43	\$31.09	\$31.78	\$32.48	\$33.19	\$33.92	\$34.66	\$35.43	\$36.21	\$37.12
Medical Technologist **	\$28.35	\$29.06	\$29.79	\$30.52	\$31.29	\$32.07	\$32.87	\$33.70	\$34.55	\$35.30	\$36.08	\$36.88	\$37.69	\$38.51	\$39.37	\$40.24	\$41.13	\$42.03	\$42.95	\$44.02	
Non Registered Histo Tech	\$22.66	\$23.24	\$23.81	\$24.41	\$25.01	\$25.64	\$26.29	\$26.94	\$27.62	\$28.30	\$28.92	\$29.56	\$30.21	\$30.88	\$31.56	\$32.25	\$32.96	\$33.68	\$34.43	\$35.19	\$36.07
Non Registered Technician	\$20.53	\$21.03	\$21.56	\$22.10	\$22.65	\$23.23	\$23.80	\$24.39	\$25.01	\$25.64	\$26.21	\$26.78	\$27.37	\$27.96	\$28.59	\$29.21	\$29.86	\$30.50	\$31.19	\$31.87	\$32.66
Path Clerk	\$17.20	\$17.63	\$18.07	\$18.51	\$18.98	\$19.46	\$19.95	\$20.45	\$20.97	\$21.48	\$21.96	\$22.44	\$22.93	\$23.44	\$23.95	\$24.48	\$25.03	\$25.57	\$26.14	\$26.70	\$27.38
Path File Clerk *	\$16.79	\$16.79	\$16.79	\$16.79	\$16.79	\$17.10	\$17.53	\$17.96	\$18.42	\$18.82	\$19.23	\$19.65	\$20.08	\$20.54	\$20.98	\$21.45	\$21.93	\$22.40	\$22.89	\$23.46	
Patient Intake Representative *	\$16.79	\$16.79	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81	
Patient Service Technician ***	\$17.48	\$17.91	\$18.36	\$18.82	\$19.30	\$19.78	\$20.28	\$20.79	\$21.30	\$21.78	\$22.25	\$22.73	\$23.25	\$23.76	\$24.27	\$24.81	\$25.36	\$25.92	\$26.48	\$27.14	
PST Specialist ***	\$18.15	\$18.60	\$19.08	\$19.55	\$20.04	\$20.55	\$21.05	\$21.58	\$22.12	\$22.60	\$23.10	\$23.61	\$24.13	\$24.68	\$25.20	\$25.76	\$26.33	\$26.90	\$27.49	\$28.18	
Service Representative *	\$16.79	\$16.79	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81	
Sr Lab Assistant ***	\$18.28	\$18.75	\$19.20	\$19.68	\$20.17	\$20.67	\$21.20	\$21.72	\$22.27	\$22.76	\$23.26	\$23.76	\$24.30	\$24.83	\$25.38	\$25.93	\$26.51	\$27.09	\$27.68	\$28.37	

*Eliminate 1st step; incumbents will maintain their step placement in accordance with Article 9.4; employees not receiving an increase based on a skip step placement, will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary

**Eliminate 1st step and increase scale by one percent (1%); incumbents will maintain their step placement in accordance with Article 9.4; employees not receiving an increase based on a skip step placement, will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary

***Eliminate 1st step and increase scale by one-half percent (0.5%); incumbents will maintain their step placement in accordance to Article 9.4; incumbents not receiving an increase based on a skip step placement will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary

Effective 1st full pay period after June 1, 2021	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
Job Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	18	20	22	25	27
Client Service Representative	\$18.61	\$19.08	\$19.54	\$20.03	\$20.53	\$21.04	\$21.56	\$22.10	\$22.66	\$23.22	\$23.75	\$24.27	\$24.80	\$25.34	\$25.90	\$26.48	\$27.05	\$27.66	\$28.26	\$28.88	\$29.60
Cytogenetic Technologist **	\$29.78	\$30.52	\$31.29	\$32.08	\$32.88	\$33.70	\$34.55	\$35.41	\$36.19	\$36.99	\$37.79	\$38.63	\$39.47	\$40.35	\$41.25	\$42.15	\$43.07	\$44.04	\$45.13		
Cytotechnologist **	\$31.31	\$32.11	\$32.91	\$33.74	\$34.57	\$35.45	\$36.33	\$37.25	\$38.04	\$38.89	\$39.76	\$40.63	\$41.52	\$42.44	\$43.38	\$44.33	\$45.31	\$46.30	\$47.46		
Data Entry Clerk *	\$16.79	\$17.12	\$17.55	\$18.00	\$18.45	\$18.90	\$19.37	\$19.85	\$20.29	\$20.74	\$21.21	\$21.67	\$22.15	\$22.62	\$23.12	\$23.63	\$24.16	\$24.69	\$25.31		
Dispatcher	\$18.61	\$19.08	\$19.54	\$20.03	\$20.53	\$21.04	\$21.56	\$22.10	\$22.66	\$23.22	\$23.75	\$24.27	\$24.80	\$25.34	\$25.90	\$26.48	\$27.05	\$27.66	\$28.26	\$28.88	\$29.60
File Consultant	\$25.14	\$25.77	\$26.43	\$27.07	\$27.75	\$28.44	\$29.16	\$29.88	\$30.64	\$31.40	\$32.09	\$32.81	\$33.53	\$34.27	\$35.01	\$35.79	\$36.58	\$37.38	\$38.20	\$39.04	\$40.03
File Maintenance Specialist	\$25.14	\$25.77	\$26.43	\$27.07	\$27.75	\$28.44	\$29.16	\$29.88	\$30.64	\$31.40	\$32.09	\$32.81	\$33.53	\$34.27	\$35.01	\$35.79	\$36.58	\$37.38	\$38.20	\$39.04	\$40.03
Histologic Technician	\$25.28	\$25.91	\$26.57	\$27.22	\$27.91	\$28.60	\$29.32	\$30.05	\$30.79	\$31.57	\$32.27	\$32.97	\$33.72	\$34.45	\$35.21	\$35.98	\$36.77	\$37.58	\$38.41	\$39.26	\$40.23
Histology Technologist	\$29.43	\$30.17	\$30.92	\$31.70	\$32.49	\$33.30	\$34.13	\$34.98	\$35.87	\$36.75	\$37.57	\$38.40	\$39.24	\$40.11	\$40.99	\$41.89	\$42.80	\$43.76	\$44.72	\$45.70	\$46.84
Lab Assistant	\$17.92	\$18.36	\$18.82	\$19.29	\$19.78	\$20.27	\$20.79	\$21.31	\$21.84	\$22.32	\$22.81	\$23.30	\$23.83	\$24.35	\$24.88	\$25.43	\$26.00	\$26.57	\$27.14	\$27.82	
Mail Clerk *	\$16.79	\$16.98	\$17.42	\$17.84	\$18.29	\$18.75	\$19.22	\$19.71	\$20.15	\$20.59	\$21.04	\$21.50	\$21.97	\$22.44	\$22.95	\$23.45	\$23.96	\$24.49	\$25.10		
Material Handler *	\$16.79	\$16.79	\$17.01	\$17.44	\$17.87	\$18.31	\$18.77	\$19.24	\$19.68	\$20.11	\$20.55	\$21.00	\$21.46	\$21.93	\$22.42	\$22.91	\$23.42	\$23.92	\$24.52		
Medical Lab Technician	\$23.90	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04	\$27.71	\$28.41	\$29.11	\$29.84	\$30.50	\$31.19	\$31.87	\$32.57	\$33.29	\$34.02	\$34.77	\$35.53	\$36.31	\$37.11	\$38.05
Medical Technologist **	\$29.35	\$30.09	\$30.82	\$31.60	\$32.39	\$33.20	\$34.03	\$34.89	\$35.65	\$36.44	\$37.24	\$38.07	\$38.90	\$39.76	\$40.64	\$41.54	\$42.45	\$43.38	\$44.47		
Non Registered Histo Tech	\$23.22	\$23.82	\$24.41	\$25.02	\$25.64	\$26.28	\$26.94	\$27.61	\$28.31	\$29.01	\$29.65	\$30.30	\$30.97	\$31.65	\$32.35	\$33.05	\$33.79	\$34.52	\$35.29	\$36.07	\$36.97
Non Registered Technician	\$21.04	\$21.56	\$22.10	\$22.65	\$23.21	\$23.81	\$24.40	\$25.00	\$25.64	\$26.28	\$26.87	\$27.45	\$28.05	\$28.66	\$29.30	\$29.94	\$30.61	\$31.27	\$31.97	\$32.67	\$33.48
Path Clerk	\$17.63	\$18.07	\$18.52	\$18.98	\$19.46	\$19.94	\$20.45	\$20.96	\$21.49	\$22.02	\$22.50	\$23.00	\$23.50	\$24.02	\$24.55	\$25.09	\$25.66	\$26.21	\$26.79	\$27.37	\$28.06
Path File Clerk *	\$16.79	\$16.79	\$16.79	\$16.79	\$17.10	\$17.53	\$17.96	\$18.42	\$18.82	\$19.23	\$19.65	\$20.08	\$20.54	\$20.98	\$21.45	\$21.93	\$22.40	\$22.89	\$23.46		
Patient Intake Representative *	\$16.79	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81		
Patient Service Technician	\$17.92	\$18.36	\$18.82	\$19.29	\$19.78	\$20.27	\$20.79	\$21.31	\$21.84	\$22.32	\$22.81	\$23.30	\$23.83	\$24.35	\$24.88	\$25.43	\$26.00	\$26.57	\$27.14	\$27.82	
PST Specialist	\$18.61	\$19.07	\$19.55	\$20.04	\$20.54	\$21.06	\$21.58	\$22.12	\$22.67	\$23.17	\$23.68	\$24.20	\$24.73	\$25.29	\$25.83	\$26.40	\$26.98	\$27.57	\$28.18	\$28.88	
Service Representative *	\$16.79	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81		
Sr Lab Assistant	\$18.74	\$19.21	\$19.68	\$20.17	\$20.68	\$21.18	\$21.72	\$22.27	\$22.83	\$23.33	\$23.84	\$24.36	\$24.91	\$25.45	\$26.02	\$26.58	\$27.17	\$27.77	\$28.37	\$29.08	

*Eliminate 1st step; incumbents will maintain their step placement in accordance with Article 9.4; incumbents not receiving an increase based on a skip step placement will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary

**Eliminate 1st step and increase scale by one percent (1%); incumbents will maintain their step placement in accordance to Article 9.4; incumbents not receiving an increase based on a skip step placement will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary

Effective 1st full pay period after June 1, 2022	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
Job Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	18	20	22	25	27
Client Service Representative	\$19.08	\$19.56	\$20.03	\$20.53	\$21.04	\$21.57	\$22.10	\$22.65	\$23.23	\$23.81	\$24.35	\$24.87	\$25.42	\$25.97	\$26.55	\$27.14	\$27.73	\$28.35	\$28.96	\$29.60	\$30.34
Cytogenetic Technologist	\$30.52	\$31.29	\$32.07	\$32.89	\$33.70	\$34.54	\$35.41	\$36.30	\$37.09	\$37.91	\$38.73	\$39.60	\$40.46	\$41.36	\$42.28	\$43.20	\$44.15	\$45.14	\$46.26		
Cytotechnologist	\$32.10	\$32.91	\$33.73	\$34.58	\$35.44	\$36.33	\$37.24	\$38.18	\$38.99	\$39.86	\$40.75	\$41.65	\$42.56	\$43.50	\$44.47	\$45.44	\$46.44	\$47.46	\$48.65		
Data Entry Clerk *	\$17.13	\$17.47	\$17.90	\$18.36	\$18.81	\$19.28	\$19.76	\$20.25	\$20.69	\$21.15	\$21.63	\$22.10	\$22.59	\$23.08	\$23.59	\$24.11	\$24.64	\$25.19	\$25.82		
Dispatcher	\$19.08	\$19.56	\$20.03	\$20.53	\$21.04	\$21.57	\$22.10	\$22.65	\$23.23	\$23.81	\$24.35	\$24.87	\$25.42	\$25.97	\$26.55	\$27.14	\$27.73	\$28.35	\$28.96	\$29.60	\$30.34
File Consultant	\$25.77	\$26.42	\$27.09	\$27.75	\$28.44	\$29.15	\$29.89	\$30.63	\$31.41	\$32.18	\$32.89	\$33.63	\$34.36	\$35.13	\$35.88	\$36.69	\$37.49	\$38.31	\$39.15	\$40.02	\$41.03
File Maintenance Specialist	\$25.77	\$26.42	\$27.09	\$27.75	\$28.44	\$29.15	\$29.89	\$30.63	\$31.41	\$32.18	\$32.89	\$33.63	\$34.36	\$35.13	\$35.88	\$36.69	\$37.49	\$38.31	\$39.15	\$40.02	\$41.03
Histologic Technician	\$25.91	\$26.55	\$27.23	\$27.90	\$28.61	\$29.31	\$30.05	\$30.80	\$31.56	\$32.36	\$33.07	\$33.80	\$34.56	\$35.31	\$36.09	\$36.88	\$37.69	\$38.52	\$39.37	\$40.24	\$41.24
Histology Technologist	\$30.16	\$30.93	\$31.69	\$32.49	\$33.30	\$34.14	\$34.98	\$35.86	\$36.76	\$37.67	\$38.51	\$39.36	\$40.22	\$41.11	\$42.02	\$42.94	\$43.87	\$44.86	\$45.84	\$46.85	\$48.01
Lab Assistant	\$18.37	\$18.82	\$19.29	\$19.78	\$20.27	\$20.78	\$21.31	\$21.84	\$22.38	\$22.88	\$23.38	\$23.88	\$24.43	\$24.96	\$25.50	\$26.07	\$26.64	\$27.23	\$27.82	\$28.52	
Mail Clerk *	\$16.98	\$17.42	\$17.84	\$18.29	\$18.75	\$19.22	\$19.71	\$20.15	\$20.59	\$21.04	\$21.50	\$21.97	\$22.44	\$22.95	\$23.45	\$23.96	\$24.49	\$25.10			
Material Handler *	\$16.79	\$17.01	\$17.44	\$17.87	\$18.31	\$18.77	\$19.24	\$19.68	\$20.11	\$20.55	\$21.00	\$21.46	\$21.93	\$22.42	\$22.91	\$23.42	\$23.92	\$24.52			
Medical Lab Technician	\$24.50	\$25.11	\$25.74	\$26.39	\$27.04	\$27.71	\$28.40	\$29.12	\$29.84	\$30.59	\$31.26	\$31.97	\$32.67	\$33.39	\$34.13	\$34.87	\$35.64	\$36.42	\$37.22	\$38.04	\$39.00
Medical Technologist	\$30.09	\$30.84	\$31.59	\$32.39	\$33.20	\$34.03	\$34.88	\$35.77	\$36.54	\$37.35	\$38.18	\$39.02	\$39.87	\$40.76	\$41.65	\$42.58	\$43.51	\$44.47	\$45.58		
Non Registered Histo Tech	\$23.81	\$24.42	\$25.02	\$25.64	\$26.28	\$26.94	\$27.62	\$28.30	\$29.02	\$29.74	\$30.39	\$31.06	\$31.74	\$32.44	\$33.16	\$33.88	\$34.63	\$35.38	\$36.17	\$36.97	\$37.90
Non Registered Technician	\$21.57	\$22.10	\$22.65	\$23.22	\$23.79	\$24.41	\$25.01	\$25.63	\$26.28	\$26.94	\$27.54	\$28.14	\$28.75	\$29.38	\$30.04	\$30.69	\$31.37	\$32.05	\$32.77	\$33.48	\$34.32
Path Clerk	\$18.07	\$18.52	\$18.98	\$19.45	\$19.95	\$20.44	\$20.96	\$21.49	\$22.03	\$22.57	\$23.07	\$23.57	\$24.09	\$24.62	\$25.17	\$25.72	\$26.30	\$26.86	\$27.46	\$28.06	\$28.76
Path File Clerk *	\$16.79	\$16.79	\$16.79	\$17.10	\$17.53	\$17.96	\$18.42	\$18.82	\$19.23	\$19.65	\$20.08	\$20.54	\$20.98	\$21.45	\$21.93	\$22.40	\$22.89	\$23.46			
Patient Intake Representative*	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81			
Patient Service Technician	\$18.37	\$18.82	\$19.29	\$19.78	\$20.27	\$20.78	\$21.31	\$21.84	\$22.38	\$22.88	\$23.38	\$23.88	\$24.43	\$24.96	\$25.50	\$26.07	\$26.64	\$27.23	\$27.82	\$28.52	
PST Specialist	\$19.07	\$19.55	\$20.04	\$20.54	\$21.06	\$21.59	\$22.12	\$22.67	\$23.24	\$23.74	\$24.27	\$24.81	\$25.35	\$25.93	\$26.47	\$27.06	\$27.66	\$28.26	\$28.89	\$29.60	
Service Representative *	\$16.80	\$17.21	\$17.65	\$18.07	\$18.53	\$19.00	\$19.48	\$19.91	\$20.35	\$20.79	\$21.24	\$21.72	\$22.18	\$22.69	\$23.19	\$23.69	\$24.22	\$24.81			
Sr Lab Assistant	\$19.21	\$19.70	\$20.17	\$20.68	\$21.20	\$21.71	\$22.27	\$22.82	\$23.40	\$23.92	\$24.43	\$24.97	\$25.53	\$26.08	\$26.67	\$27.24	\$27.85	\$28.47	\$29.08	\$29.81	

*Eliminate 1st step; incumbents will maintain their step placement in accordance to Article 9.4; incumbents not receiving an increase based on a skip step placement will receive a one-time lump sum equivalent of two percent (2%) of their current base annual salary. The exception is Data Entry Clerk, which will have exceeded the current min wage threshold and will receive a two percent (2%) increase

SCHEDULE B

In addition to the principal laboratory facilities located at Swedish Medical Center and the Providence campus, employees in the job classifications set forth in Article 1 and employed at the facilities set forth below are agreed to be included in the bargaining unit. If the Employer establishes new facilities within the geographic area in which the present facilities are located, the employees in covered job classifications shall be part of the bargaining unit if such new facilities constitute an accretion to the bargaining unit under applicable law. Any dispute regarding whether a new facility constitutes an accretion shall be determined by the National Labor Relations Board if the parties are unable to reach agreement. Upon written request, and no more than once quarterly, the Employer will provide a list of facilities in the geographic area in which the present facilities are located.

NAME	ADDRESS	CITY	STATE	ZIP CODE
97th Street PSC	320 NE 97th Street Ste A	Seattle	WA	98115
Associated Valley OB/GYN	4011 Talbot Rd., S, #430	Renton	WA	98055
Auburn Family Medicine	202 N. Division, #405	Auburn	WA	98001
Auburn PSC	1 E Main St Suite 130	Auburn	WA	98002
Baldwin, John L. M.D.	1310 116th Ave., NE, Ste. C	Bellevue	WA	98004
Ballard Hospital	5300 TALLMAN AVE NW	Seattle	WA	98107
Ballard Plaza PSC	1801 NW Market St., Ste. 106	Seattle	WA	98107
Bellevue Draw Station	1380 112th Ave NE Ste 205A	Bellevue	WA	98004
Bellevue PSC	2020 116th Ave., NE Ste. 170	Bellevue	WA	98004
Bellevue PSC (Main)	1310 116th Ave NE Ste R	Bellevue	WA	98004
Broadway CHC	1410 Broadway	Everett	WA	98201
CHC - Downtown	1102 South I St.	Tacoma	WA	98405
CHC - Eastside	1708 E. 44th	Tacoma	WA	98404
CHC - Parkland	11225 Pacific Ave.	Tacoma	WA	98444
CHC - Spanaway	124 188th St., S	Spanaway	WA	98387
Dr. Jack Goldman	803 EAST MAIN	Auburn	WA	98002
Duffy, Leitz, Bijin, Corliss	5814 Graham St., Ste. 100	Sumner	WA	98390
Eastside Internal Medicine	12333 NE 120th Ln, Ste. 310	Kirkland	WA	98034
Enumclaw Clinic	1427 Jefferson Ave Ste 102	Enumclaw	WA	98022
Evergreen CHC	1019 112th St SW	Everett	WA	98204
Federal Way CHC	33431 13th Pl., S.	Federal Way	WA	98003
Health Point In Auburn	126 Auburn Ave	Auburn	WA	98002
Highpoint CHC	6020 35th Ave SW	Seattle	WA	98126
Issaquah PSC	450 NW Gilman Blvd. Ste. 101	Issaquah	WA	98027
James Tower PSC	550 17th Ave., Ste. 200	Seattle	WA	98122
Kent CHC	403 Meeker St., Suite 200	Kent	WA	98031
Kirkland PSC	12911 120th AVE NE Ste. D-60	Kirkland	WA	98034
Lakewood CHC	10510 Gravelly Lake Dr. SW	Lakewood	WA	98499
Lynnwood CHC	4111 194th St., SW	Lynnwood	WA	98036
Neighborhood Care Clinic	1629 N 45th St	Seattle	WA	98103

NAME	ADDRESS	CITY	STATE	ZIP CODE
Nordstrom Tower PSC	1229 MADISON, SUITE 610	Seattle	WA	98104
NW Women's Healthcare	1101 Madison, #1150	Seattle	WA	98104
Overlake Family Medicine	3080 148th Ave., SE, Ste. 115	Bellevue	WA	98007
Pac Med - Beacon Hill	1200 12th Ave., S.	Seattle	WA	98144
Pac Med - Canyon Park	1909 214th St SE # 300	Bothell	WA	98021
Pac Med - Lynnwood	19401 40th Ave., W., Ste. 100	Lynnwood	WA	98036
Pac Med - Madison	1101 Madison Street Ste 306	Seattle	WA	98104
Pac Med - Northgate	10416 5th Ave., NE	Seattle	WA	98125
Pac Med - Renton	601 S. Carr Rd., Ste. 110	Renton	WA	98055
Pac Med - Totem Lake	12910 Totem Lake Blvd., NE	Kirkland	WA	98034
Pacific Gyn - 1st Hill	1101 Madison, Ste. 1500	Seattle	WA	98104
Pediatric Assoc. of Bellevue	2700 Northrup Way	Bellevue	WA	98004
Perinatal Medicine	1229 Madison, Ste. 750	Seattle	WA	98104
Puyallup Stat Lab	11019 Canyon Rd. East Ste. A	Puyallup	WA	98373
Queen Anne	200 W. Mercer, Ste. 104	Seattle	WA	98119
Rainier Park Clinic	4400 37th Ave., S	Seattle	WA	98118
Renton Draw Station	920 N 1st St	Renton	WA	98057
Seattle Healing Arts	6300 9th Ave., NE, #105	Seattle	WA	98115
Seattle Medical Associates	1221 Madison, Ste. 920	Seattle	WA	98104
Seattle Rheumatology Associates	1101 Madison St Ste 1000	Seattle	WA	98104
SMG Ballard	5350 Tallman Ave NW Ste 301	Seattle	WA	98107
SMG Central Seattle	1600 E. Jefferson St., Ste. 510	Seattle	WA	98122
SMG Downtown	1001 Fourth Ave. Plaza, Ste. 420	Seattle	WA	98154
SMG Factoria	12917 SE 38th St Ste 100	Bellevue	WA	98006
SMG Family Medicine	550 16th Ave Ste 100	Seattle	WA	98122
SMG Greenlake	7210 Roosevelt Way NE	Seattle	WA	98115
SMG Healthcare for Women	1229 Madison St., Ste. 1450	Seattle	WA	98104
SMG Issaquah	751 NE Blakely 5th Floor	Issaquah	WA	98029
SMG Lake Union	510 Boren Ave N	Seattle	WA	98109
SMG Magnolia	2450 33rd Ave., W, Ste.100	Seattle	WA	98199
SMG Mill Creek	13020 Meridian Ave S 2nd Floor	Everett	WA	98208
SMG Pine Lake	22707 SE 29th St.	Sammamish	WA	98075
SMG Redmond	18100 NE Union Hill Rd	Redmond	WA	98052
SMG Snoqualmie	37624 SE Fury St Ste 101	Snoqualmie	WA	98065
SMG West Seattle	3400 California Ave., SW, Ste. 300	Seattle	WA	98116
Snoqualmie Valley Clinic	213 Bendigo Blvd N	North Bend	WA	98045
Swedish Cancer Institute	1221 Madison St., Ste. 200	Seattle	WA	98104
Swedish Family Medicine	1401 Madison St., Ste. 100	Seattle	WA	98104
Swedish Heart & Vascular	550 17th Ave 4th Floor	Seattle	WA	98122
Swedish OBGYN	751 NE Blakely 2nd Floor	Issaquah	WA	98029
Swedish Pediatric Specialty	1101 Madison St Ste 800	Seattle	WA	98104
Tacoma PSC	3401 S. 19th St., Suite 220	Tacoma	WA	98405

SCHEDULE C

This Schedule C sets forth the medical plan design changes to be effective as provided in Article 13.3.

Medical Plan Design

2020 and 2021			
Annual Deductible	In network	\$1,500 Single	\$4,500 Family
	Out of network	\$3,750 Single	\$11,250 Family
Coinsurance	In network	80%	
	Out of network	50%	
Out Of Pocket Maximum	In network	\$4,000 Single	\$10,000 Family
	Out of network	\$8,000 Single	\$20,000 Family
Office Visit Copayments	In network Primary Care	\$25	
	Out of network Primary Care	50% after deductible	
	In network Specialist	80% after deductible	
	Out of network Specialist	50% after deductible	
Inpatient Hospital, Skilled Nursing Facilities, Inpatient Physical Rehabilitation Services	In network	80% after deductible (precertification required – without precertification, no benefits will be paid for any part of room and board charges)	
	Out of network	50% after deductible (precertification required – without precertification, 100% penalty of total charges)	
Maternity Care (Inpatient Hospital, Routine Nursery, Physician Charges)	In network	80% after deductible	
	Out of network	50% after deductible	

Emergency Room	In network	80% after deductible (waived if admitted) & \$125 copay	
	Out of network	80% after deductible (waived if admitted) & \$125 copay	
Ambulance Services	In network	80% after deductible	
	Out of network	80% after deductible	
Outpatient Hospital (Surgery, Diagnostic Lab and X-ray)	In network	80% after deductible	
	Out of network	50% after deductible	
Preventive Care Services	In network	100% of the PPO Allowance	
	Out of network	50% after deductible	
All Other Covered Services	In network	80% after deductible	
	Out of network	50% after deductible	

2022: Provide Healthy Value Plan option

2022			
Annual Deductible	In network	\$1,625 Single	\$4,875 Family
	Out of network	\$3,750 Single	\$11,250 Family
Coinsurance	In network	80%	
	Out of network	50%	
Out Of Pocket Maximum	In network	\$4,000 Single	\$10,000 Family
	Out of network	\$8,000 Single	\$20,000 Family

Office Visit Copayments	In network Primary Care	\$25	
	Out of network Primary Care	50% after deductible	
	In network Specialist (PCP/Specialist)	\$25 Copay/\$60 Copay	
	Out of network Specialist	50% after deductible	
Inpatient Hospital, Skilled Nursing Facilities, Inpatient Physical Rehabilitation Services	In network	80% after deductible (precertification required – without precertification, no benefits will be paid for any part of room and board charges)	
	Out of network	50% after deductible (precertification required – without precertification, 100% penalty of total charges)	
Maternity Care (Inpatient Hospital, Routine Nursery, Physician Charges)	In network	80% after deductible	
	Out of network	50% after deductible	
Emergency Room	In network	80% after deductible (waived if admitted) & \$200 copay	
	Out of network	80% after deductible (waived if admitted) & \$125 copay	
Ambulance Services	In network	80% after deductible	

	Out of network	80% after deductible	
Outpatient Hospital (Surgery, Diagnostic Lab and X-ray)	In network	80% after deductible	
	Out of network	50% after deductible	
Preventive Care Services	In network	100% of the PPO Allowance	
	Out of network	50% after deductible	
All Other Covered Services	In network	80% after deductible	
	Out of network	50% after deductible	

In 2023, the 2022 deductibles shall increase to \$1,750 (Single) and \$5,250 (Family).

Employee Contributions

- Employee only contribution- Beginning January 1, 2021 the employee-only contribution shall be \$100.00. Beginning January 1, 2022, the employee-only contribution shall be \$130.00. Beginning January 1, 2023, the employee-only contribution shall be \$175.00.

- Dependent contributions-

2021 – equal to 2020 contribution rates plus projected plan trend from 2020 to 2021.

2022 – equal to 2021 contribution rates plus projected plan trend from 2021 to 2022.

2023 – equal to 2022 contribution rates plus projected plan trend from 2022 to 2023.

Rx Drug Plan 2021 - 2023	Retail	Mail Order
Generic	\$10.00	\$25.00
Preferred	40% (\$35 min, \$60 max)	40% (\$88 min, \$150 max)
Non-Preferred	65% (\$50 min, \$100 max)	65% (\$130 min, \$250 max)

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

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

ks/opeiu8