

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

Stevens Hospital

And

SEIU HEALTHCARE 1199NW

**Professional, Technical, Skilled
Maintenance and Service Employees**

July 1, 2008 through June 30, 2011

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION.....	2
2.1 Membership - Current Employees.	2
2.2 Dues Deduction.	2
2.3 Voluntary Political Action Fund Deduction.....	3
2.4 Bargaining Unit Roster.....	3
2.5 Negotiations.	3
ARTICLE 3 - UNION REPRESENTATIVES	3
3.1 Access to Premises.	3
3.2 Officers/Delegates.	4
3.3 Bulletin Boards.....	4
ARTICLE 4 - DEFINITIONS	4
4.1 Full-Time Employee.	4
4.2 Part-Time Employee.	4
4.3 Probationary Employee.	4
4.4 Per Diem Employee.	5
4.5 Length of Service.	5
4.6 Regular Rate of Pay.....	5
ARTICLE 5 - EMPLOYMENT PRACTICES	6
5.1 Equal Opportunity.	6
5.2 Notice of Resignation.....	6
5.3 Discipline and Discharge.	6
5.4 Personnel File.....	6
5.5 Floating.....	6
5.6 Evaluations.	7
5.7 Communication.	7
5.8 Job Openings.	7
5.9 Additional Hours.	8
5.10 Parking.	8
5.11 Contracting Out.	8
ARTICLE 6 - SENIORITY-LAYOFF-RESTRUCTURE-LOW CENSUS.....	9
6.1 Definition.	9
6.2 Layoff.	10
6.3 Recall.....	10
6.4 Termination.	11
6.5 Severance Pay.	11
6.6 Department/Unit Restructure.	12
6.7 Low Census.	12
ARTICLE 7 - HOURS OF WORK AND OVERTIME	13
7.1 Work Day.	13

7.2	Work Period.	13
7.3	Innovative Work Schedules.	13
7.4	Work Schedules.....	13
7.5	Overtime.....	13
7.6	Meal/Rest Periods.	14
7.7	Report Pay.	14
7.8	Weekends.	14
7.9	Rest Between Shifts.	15
7.10	Shift Rotation.	15
7.11	Reduction in FTE Status.	15
ARTICLE 8 - COMPENSATION		15
8.1	Wage Rates.....	15
8.2	Step Increases.....	15
8.3	Date of Implementation.....	15
8.4	Recognition for Past Experience.	16
8.5	Wage Premium in Lieu of Benefits.....	16
8.6	Descriptions.....	16
8.7	New and Modified Positions.	17
8.8	Pay on Promotion.	17
ARTICLE 9 - OTHER COMPENSATION.....		17
9.1	Shift Differential.	17
9.2	Standby Pay.....	17
9.3	Callback Pay.....	18
9.4	Lead Pay.....	18
9.5	In-Charge Pay.....	18
9.6	Work in Advance of Shift.	18
9.7	Work on Day Off.....	19
9.8	Temporary Assignment.	19
9.9	Certification Pay.....	19
9.10	Incentive Pay.....	19
9.11	Telephone Call.	19
ARTICLE 10 - ANNUAL LEAVE		20
10.1	Accrual.	20
10.2	Scheduling.....	20
10.3	Loss of Annual Leave.	20
10.4	Work on Holidays.	20
10.5	Rotation of Holiday Work.....	21
10.6	Payment Upon Termination.	21
10.7	Pay Rate.....	21
10.8	Floating Holiday.....	21
10.9	Vacation Time for Unbenefited Employees.....	21
ARTICLE 11 - -- SICK LEAVE		21
11.1	Accrual.	21
11.2	Compensation.....	21
11.3	Notification.....	22

11.4	Proof of Illness.	22
ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS		22
12.1	Medical and Dental Insurance.....	22
12.2	Workers' Compensation.....	23
12.3	Retirement Plan.	24
12.4	Plan Changes.	24
ARTICLE 13 - LEAVES OF ABSENCE.....		24
13.1	In General.	24
13.2	Maternity Leave.	24
13.3	Family Leave.....	25
13.4	Child Care Leave.....	26
13.5	Health Leave.	26
13.6	Use of Paid Leave for Certain Family Members.....	26
13.7	Military Leave.	26
13.8	Leave Without Pay.	26
13.9	Leave With Pay.	27
13.10	Return From Leave.....	27
13.11	Jury Duty.	27
13.12	Personal Leave.	27
13.13	Bereavement Leave.	27
13.14	Sabbatical Leave.	27
13.15	Union Leave	28
ARTICLE 14 - COMMITTEES		28
14.1	Labor/Management Committee.....	28
14.2	Staffing Review.....	29
14.3	Health and Safety Committee.	30
14.4	Committees in General.....	30
14.5	Compensation.....	30
ARTICLE 15 - STAFF DEVELOPMENT		30
15.1	Orientation.....	30
15.2	Inservice Education.	31
15.3	Job Related Study.....	31
15.4	Approved Expenses.....	31
15.5	Paid Educational Leave Time.	31
ARTICLE 16 - HEALTH AND SAFETY.....		32
16.1	Prevention of Back Injury.	32
16.2	Prevention of Workplace Violence.	32
16.3	Product Evaluation.	32
16.4	Health Testing.	32
16.5	Health and Safety.	33
16.6	Tuberculosis Exposure Control Program.	33
ARTICLE 17 - GRIEVANCE PROCEDURE		33
17.1	Grievance Defined.....	33
17.2	Time Limits.	33

17.3	Grievance Procedure.	33
17.4	Union Grievance.	35
17.5	Mutually Agreed Mediation.	35
17.6	Termination.	35
17.7	State and Federal Laws.	35
ARTICLE 18 - MANAGEMENT RESPONSIBILITIES		35
ARTICLE 19 - -- UNINTERRUPTED PATIENT CARE.....		36
ARTICLE 20 - TRAINING AND UPGRADE FUND.....		37
20.1	A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the Service and Maintenance/LPN employees in the Pro-Tech bargaining unit, one-half (1/2%) percent of the gross payroll of the Professional/Technical employees in the Pro-Tech unit, and one half (1/2%) percent of the gross payroll of the RN bargaining unit employees (collectively "Employees"). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem employees.....	37
20.2	The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.....	37
20.3	The Employer and Union agree to abide by the Trust Agreement.....	37
20.4	In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.....	37
20.5	The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.	37
20.6	The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of Employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits.....	37
20.7	The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.	37
20.8	While the multi-employer Training and Upgrade Fund is being established, the Labor Management Committee shall, either directly or through a subcommittee, conduct a	

survey of bargaining unit employees to understand their education/career advancement interests and needs and to identify barriers to further education. The survey information shall be shared with the Training and Upgrade Fund for analysis and action. The Labor Management Committee shall also promote utilization of available Training and Upgrade Fund resources and programs. The Labor Management Committee shall, by mutual agreement, determine whether additional meetings regarding training are appropriate after January 1, 2009. 37

ARTICLE 21 - GENERAL PROVISIONS 38

 21.1 State and Federal Laws. 38

 21.2 Amendments..... 38

 21.3 Past Practices..... 38

 21.4 Complete Understanding..... 38

ARTICLE 22 - DURATION 39

2008-2011

EMPLOYMENT AGREEMENT

By and Between

STEVENS HOSPITAL

And

SEIU HEALTHCARE 1199NW
(Professional, Technical, Skilled Maintenance
and Service Employees)

ARTICLE 1 -RECOGNITION

This Agreement is made and entered into by and between Stevens Hospital (hereinafter referred to as the “Employer” or the “Hospital”) and SEIU Healthcare 1199NW (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.

This Agreement shall be binding upon Stevens Hospital and any successor employer.

Stevens Hospital will give the Union at least sixty (60) days’ advance written notice of its intent to sell the Hospital or any part of the Hospital’s operations covered by this Agreement that will result in the replacement of bargaining unit employees. During that sixty (60) day period, Stevens Hospital will participate with the Union in meaningful discussions of alternatives to such a sale.

No less than thirty (30) days prior to the effective date of a sale covered by the preceding paragraph, Stevens Hospital will provide the Union with a copy of all portions of the agreement with the buyer or transferee that are subject to disclosure under either the Public Records Act or the Public Employees’ Collective Bargaining Act.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem professional, technical, skilled maintenance, non-professional employees and service employees (previously represented by SEIU, Local 120) of Public Hospital District 2 of Snohomish County, excluding officials elected by popular vote, officials appointed to office for a fixed term of office, confidential employees, supervisors, casual employees, registered employees, physicians, office clerical and technical employees in the business office and information systems department, security personnel, and employees working exclusively outside of its acute care hospital.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership - Current Employees.

All employees covered by this Agreement, who are now members or who become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.1 Membership - New Hires. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.2 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financial supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.3 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.1.4 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization will be honored in accordance with its terms. The amount deducted and a roster of employees using payroll deduction will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the 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 may arise against the Employer for account of any deduction made from the wages of such employee.

2.3 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (see Appendix E). When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the 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 contribution hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.4 Bargaining Unit Roster.

Upon the signing of this Agreement and monthly thereafter, the Employer shall by email provide to the Union a list of all employees covered by this Agreement. The list shall include names, addresses, employee identification numbers, hire dates, FTE status, classification, unit, shift, gross earnings, and hourly rates of pay for each employee and normal hours worked per pay period. This list shall be e-mailed in Microsoft Excel or transmitted another mutually agreeable format. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during month.

2.5 Negotiations.

Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for employees participating in Union negotiations (not to exceed one [1] employee per unit), providing the employee notifies the Unit Director as soon as the employee has knowledge of future meeting dates.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. 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 or the normal operation of the hospital.

3.2 Officers/Delegates.

The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, and shall not interfere with the work of other employees. A delegate or designee/officer will be allowed one quarter (1/4) hour of paid time at a designated time during the regularly scheduled orientation of newly employed employees to introduce employees to the Union and the Union contract. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may use one (1) day (eight [8] hours) per calendar year of their educational leave time (Section 15.5) to attend Union-sponsored training in leadership, representation and dispute resolution.

3.3 Bulletin Boards.

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer in each department. The Union will provide a copy of all posted materials to the Vice President of Human Resources or designee at the time of posting.

3.4 Meeting Rooms.

In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the unit, provided sufficient advance request for meeting facilities is coordinated as designated by the Human Resources Department and space is available.

ARTICLE 4 - DEFINITIONS

4.1 Full-Time Employee.

An employee who works on a regularly scheduled least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period who has successfully completed the required probationary period.

4.2 Part-Time Employee.

An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.3 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 less than ninety (90) days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status

unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be terminated with notice and without recourse to the grievance procedure. Probationary employees shall not be required to give fourteen (14) days' notice of intention to terminate.

4.4 Per Diem Employee.

An employee employed to work on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem employees shall include employees scheduled on an on call basis. Per diem employees shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement. Per diem employees shall receive longevity steps and shall be eligible for standby callback pay, shift differentials, certification pay and weekend premium pay. Per diem employees are not eligible for medical and dental insurance, but may participate in the retirement plan, without Employer matching contributions. A full-time or part-time employee who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Per diem employees may be prescheduled for a shift only after regularly scheduled employees assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem employees will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions.

4.5 Length of Service.

For purposes of this Agreement and the method of computing sick leave, annual leave, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and "year" shall be defined as 2080 hours of work. Cancelled hours shall count toward the accrual of benefits and seniority. Time paid for but not worked (excluding standby pay shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits not to exceed 2080 hours within any twelve (12) month period.

4.6 Regular Rate of Pay.

The regular rate of pay shall be defined to include the employee's hourly wage rate (8.1), lead pay when the employee has a lead worker position (9.4), in-charge pay when the employee has a regular in-charge assignment (9.5) certification pay (9.9), shift differential when the employee is regularly scheduled to work an evening or night shift (9.1), and the fifteen percent (15%) wage premium in lieu of benefits for benefit eligible employees selecting that optional method of compensation (8.5).

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity.

The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.2 Notice of Resignation.

Employees shall be required to give at least fourteen (14) days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.3 Discipline and Discharge.

(a) No full-time or part-time employee shall be discipline or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative during an investigatory meeting which may lead to disciplinary action.

(b) If the employee receives no disciplinary action for one (1) year after receiving a verbal or written warning, the employee may request, in writing, that the Employer not consider that warning for any further action. The Employer shall advise the employee in writing whether the request is granted, and if declined, the reasons for being declined. The decision of whether to grant or decline the request shall be at the sole discretion of the Employer. This subparagraph shall not apply to final warnings.

5.4 Personnel File.

Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application supporting materials, performance appraisals, records of payroll activity, license training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their personnel records. Employees will be given the opportunity to provide a written response to any written evaluation, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a given to the employee upon request.

5.5 Floating.

The Employer retains the right to float employees on a shift by shift basis to meet patient care and departmental needs. Floating is defined as the reassignment of an employee to work his

or her scheduled shift on a unit or work other than the unit or work area to which the employee is scheduled. Floating assignments will normally be confined to areas where the employee has been adequately cross trained unless the employee and manager agree otherwise. Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit for which they are not qualified or trained to perform. Employees required to float within the hospital receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which the employee is assigned. Volunteers will be sought first when floating is necessary. Floating assignments by classification within a work unit will normally be rotated equitably with the least senior employee floated first, subject to skill, competence and other patient care or departmental considerations, in the opinion of the Employer.

Unit employees assigned to the Float Pool shall be paid a premium of \$2.25 per hour above their base wage rate for all hours worked.

5.6 Evaluations.

All employees will be evaluated in writing prior to completion of the probationary period. Thereafter, written evaluations will occur on an annual basis. Interim evaluations may be conducted as may be required. The evaluation is a tool assessing the skills and competencies of the employee and for improving and recognizing the employee's performance. At the employee's option, the employee may submit a self-evaluation. However, in the future, if the Employer requires all employees to complete a self-evaluation, all employees shall also participate. The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. A peer evaluation format may be developed by the Employer in addition to supervisory evaluation on a unit-by-unit basis utilizing input by other employees.

5.7 Communication.

Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

5.8 Job Openings.

When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. In the selection process, it would be the Employer's objective to select the most highly qualified applicant for the position. Transfers within the department/unit will be given preference in filling job openings. Notice of job openings shall be posted on the Human Resources bulletin board, the cafeteria bulletin board, the admitting entrance bulletin board, and each work unit seven (7) days in advance of filling where possible. To be considered for such job opening, an employee must indicate such interest to Human Resources in writing. An employee shall not be eligible for transfer if (a) he/she has been transferred at the employee's request within the last six (6) months; or (b) is within the

probationary period. The Employer, at its discretion, may waive these requirements based on patient care needs and shall notify the Union when doing so. Notice of the filling of the position will be posted. If the Employer is unable place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when she/he will be placed in the position. In any event, the selected employee will be placed in the position within ninety (90) days after the ending date of the currently posted schedule.

5.8.1 Ongoing Increase in Hours. It would be the intent of the Employer that ongoing increased hours of work on a specific department or unit and shift that are not the result of temporary leaves, scheduling requests for time off, or temporary increases in work load would be made available for current staff on a specific unit and shift to increase their FTE in accordance with Section 5.8. If such ongoing increased hours of work persist for a period in excess of three (3) months, an employee may request in writing to the Vice President of Human Resources or designee that these hours be posted. The Vice President of Human Resources or designee will determine the appropriateness of the request based on the above criteria and respond within fourteen (14) days of the request for review.

5.8.2 Trial Period. An employee who obtains a position in a new classification pursuant to Section 5.8 shall serve a sixty (60) day trial period in his/her new assignment. The employee shall receive an evaluation at the end of the sixty (60) day period. The trial period may be extended by agreement between the employee and the Employer for a period of up to thirty (30) days. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to his/her former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.3.

5.9 Additional Hours.

Employees desiring to work additional shifts shall notify the department manager or designee in writing indicating their availability. Part-time employees will be given priority for additional shift assignments, unless it puts the employee in an overtime position.

5.10 Parking.

Employees on standby shall be provided parking within close proximity to the Hospital.

5.11 Contracting Out.

5.11.1. At the time of ratification of this Agreement, it is understood that the Employer has no plan to subcontract any bargaining unit work.

5.11.2. The Employer will give the Union one hundred and eighty (180) days' advance written notice of its intent to subcontract, sell or transfer any

departments of the hospital which would affect bargaining unit employees.

- 5.11.3. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting. During the one hundred and twenty (120) day period after the Employer's notice, the Employer will meet and confer with the Union to discuss the implications of the decision and consider any alternatives the Union may present. The Employer shall meet and confer with the Union and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to the reason, need, financial impact, affected work, and employees, reasonable alternatives considered, and other relevant factors as may be requested by the Union.
- 5.11.4. The good faith discussion of options and needs will include, but are not limited to
- a) Union proposed options and reasonable alternatives that could meet the Employer's primary business needs;
 - b) Potential options with subcontractor that could enable hiring of affected Stevens employees in order of seniority to perform the work;
 - c) Potential options with subcontractor related to union recognition.
- 5.11.5. Such discussions will be concluded within one hundred and twenty (120) days from the date the Hospital advises the Union of the proposed subcontracting.
- 5.11.6. The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

5.12 Cross Training

The Employer and Union mutually agree that a collaborative problem solving approach to cross training and related staffing issues is of mutual benefit to all departments and encourage working together towards innovative solutions to the challenges providing quality healthcare.

ARTICLE 6 - SENIORITY-LAYOFF-RESTRUCTURE-LOW CENSUS

6.1 Definition.

Seniority shall mean an employee's continuous length of service in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most

recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

6.2 Layoff.

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by job classification within a department or if the department is divided into units, within the unit. In the event of a layoff, the employee(s) with the least amount of seniority shall be laid off first providing skill, competence and ability are considered substantially equal in the opinion of the Employer. An applicable certification shall be considered a bona fide “qualification” for purposes of this section. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classifications and departments or units affected by the layoff. Agency personnel, travelers and probationary employees within the affected department or work unit on a shift will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. This section shall not apply to a reduction in FTE status (7.11).

6.2.1 Layoff Notice. Twenty-one (21) days’ advance notice of layoff (or pay in lieu thereof to the employee, prorated for part-time employees) will be given to the Union and to employees subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer’s control. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

6.2.2 Displacement Options. An employee who is subject to layoff may apply for a vacant position in accordance with Section 5.8. If she/he is not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a lesser-paid classification in the same classification series in the bargaining unit.

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

6.3 Recall.

Employees on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. On a weekly basis, the Employer will send a listing of all open bargaining unit positions to employees on the reinstatement roster. To be considered for the open positions, the employee must notify the Employer by the date and time specified on the notice. When vacancies occur within their job classification, employees will be reinstated in the reverse order of the layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is offered recall to

any position which is not comparable (i.e., different department, unit, FTE, or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster.

6.3.1 Notification to Employer. Employees on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Hospital. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12) and fifteen (15) months of layoff, respectively. A reminder of this obligation will appear in the weekly mailing referred to in Section 6.3. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Employer notified of a current mailing address and home telephone number or fails to respond to the Employer's job offer within seven (7) days following direct contact with the Employer or written notice sent by U.S. Mail with proof of delivery, the employee's name shall be eliminated from the reinstatement roster and the Employer's recall commitments shall terminate.

6.3.2 Per Diem Work. An employee on the reinstatement roster shall be eligible for per diem work. Acceptance of per diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

6.3.3 Vacant Positions. An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee, pursuant to Section 5.8.

6.3.4 Employment Status During Layoff. An employee on layoff shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff, except if she/he works on a per diem basis in a bargaining unit position while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

6.4 Termination.

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

6.5 Severance Pay.

Upon completion of the probationary period, any employee subject to involuntary layoff may elect to voluntarily terminate employment with the Hospital and receive severance pay based on forty (40) hours' pay for each 2080 hours of service. No eligible employee shall receive less than eighty (80) hours nor more than three hundred twenty (320) hours' severance pay. Any employee electing this option shall not have recall rights (6.3). The severance payment will be paid to the employee in a lump sum.

6.6 Department/Unit Restructure.

In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTE's by shift required for the new or restructured department or unit. Prior to determining the schedule, the Employer will meet with the employees of the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, shall be posted on the department(s) or unit(s) for at least ten (10) days. Other vacant bargaining unit positions will also be posted on the department(s) or unit(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign employees to positions on the new/restructured department(s) or unit(s) based upon seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer.

6.6.1 Displacement Options. If an employee(s) is not assigned a position on the new or restructured department or unit, the employee(s) may apply for a vacant position pursuant to section 5.8 or, if not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a lesser-paid classification in the same classification series in the bargaining unit. If the employee takes none of these options, the employee shall be subject to immediate layoff and placement on the reinstatement roster (6.3).

6.7 Low Census.

Low census is defined as a decline in patient care requirements or workload in a particular department or unit resulting in a temporary staff decrease. Prior to implementing the low census procedure within a job classification, the Employer will float the surplus staff to other areas of the Hospital if the need exists. During temporary periods of low census, the Employer will first ask for volunteers within the job classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

6.7.1 During temporary periods of low census, employees within a job classification on a unit and shift will be released from work in the following order:

- (a) Agency,
- (b) Employees working on overtime,
- (b) Volunteers,
- (c) Per diem employees,
- (d) Employees scheduled to work extra shifts above their FTE,
- (e) Regular full-time and part-time employees (including probationary employees) as provided for in Section 6.7.

6.7.2. Effective January 1, 2007, the Pro Tech unit shall be eligible to access hours contained in a Pro Tech Low Census Fund. The hours contained in the Fund shall be 700 per calendar year. The Pro Tech Low Census Fund shall be administered in the same manner as the RN Low Census Fund.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day.

The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8½) consecutive hours.

7.2 Work Period.

The normal work period shall consist of forty (40) hours of work within a designated seven (7) day period or eighty (80) hours of work within a designated fourteen (14) day period.

7.3 Innovative Work Schedules.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Hospital and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-five (45) days' advance notice to the employee.

7.4 Work Schedules.

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Monthly work schedules shall be posted at least fourteen (14) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.5 Overtime.

Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for time worked beyond the normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours within the 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 (including on-call pay and pay for educational purposes that are not required by the Employer) shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½) or double time (2x). When an employee is eligible for both time and one-half (1½) and double time (2x) pay, the employee shall receive the highest of the two pay rates. The overtime and double time provisions of this section shall not apply to time spent for “educational” purposes (CE days, education leaves or educational offerings, etc.).

7.6 Meal/Rest Periods.

Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees shall be allowed an unpaid meal period of one-half (½) hour. Employees required by the Employer to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed a rest period of fifteen (15) minutes on the Employer’s time, for each four (4) hours of working time. Subject to prior supervisory approval, meal and/or rest periods may be combined.

7.7 Report Pay.

Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low need shall receive a minimum of four (4) hours’ work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one and one-half (1½) hours in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Hospital of the employee’s current address and telephone number.

7.8 Weekends.

The Employer will make a good faith effort to schedule all regular full and part-time employees for at least every other weekend off. The availability of weekend work shall be determined by the Employer. In the event an employee works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1½) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee’s regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days’ notice prior to the start date of the next posted work schedule. Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition pursuant to this section. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends, to employees who agree to work regularly recurring weekend positions (i.e., Saturday and/or Sunday), or volunteer for more frequent weekend duty. Premium pay provided for in this section shall not apply to time spent for educational purposes.

7.9 Rest Between Shifts.

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

7.10 Shift Rotation.

Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

7.11 Reduction in FTE Status.

If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the department or unit and shift to accomplish these changes. If there are insufficient volunteers, the least senior employee(s) in the affected classification, department or unit and shift will receive the FTE reduction unless that employee possesses a specific qualification(s) necessary to the operation of the department or unit in the opinion of the Employer. Any employee subject to an involuntary reduction in his/her FTE will be given preference up to the employee's prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the same classification on the employee's department or unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates.

Employees covered by this Agreement shall be paid in accordance with the schedule of classification rates of pay attached as Appendix A to this Agreement.

8.2 Step Increases.

For purposes of the wage schedule (Appendix A), a year of service shall occur upon completion of each 2080 paid hours.

8.3 Date of Implementation.

Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated. Longevity steps shall become effective at the beginning of the pay period closest to the date designated by contract. Equity adjustments to which the parties agreed for

2008 shall be effective at the beginning of the first payroll period on or after the ratification date of this Agreement (August 24, 2008).

8.4 Recognition for Past Experience.

All employees hired during the term of this Agreement shall be compensated in accordance with the following plan:

- (a) Employees with one (1) or more years of continuous recent experience shall be employed at not less than step one (1) of the wage schedule.
- (b) Employees with two (2) or more years of continuous recent experience shall be employed at not less than step two (2) of the wage schedule.
- (c) Employees with four (4) or more years of continuous recent experience shall be employed at not less than step three (3) of the wage schedule.
- (d) Employees with six (6) or more years of continuous recent experience shall be employed at not less than step four (4) of the wage schedule.
- (e) Employees with ten (10) or more years of continuous recent experience shall be employed at not less than step five (5) of the wage schedule.

For purposes of this section, continuous recent experience shall be defined as employment in a comparable job classification or other similar experience without a break in experience which would reduce the level of professional skills in the opinion of the Employer.

8.5 Wage Premium in Lieu of Benefits.

In lieu of all benefits except for shift differential, lead pay, in-charge pay, certification pay, callback pay, standby pay, and longevity steps, full-time and part-time benefit eligible employees may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the employee presents the Employer with written evidence that the employee is covered by health insurance elsewhere, and providing the application for insurance coverage is approved by the insurance carriers. Employees will be given advance notice of enrollment dates. After the decision to receive either (1) compensation plus benefits or (2) compensation plus premium pay in lieu of benefits has been made by the employee, no changes in that compensation status will be allowed except as provided herein.

8.6 Descriptions.

The Employer shall furnish the Union with a description for each bargaining unit classification and shall furnish each employee with a copy of the employee's job description.

8.7 New and Modified Positions.

If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least fourteen (14) days prior to the implementation of the new or revised position. If the Union requests, within fourteen (14) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

8.8 Pay on Promotion.

An employee promoted to a higher paid position will be placed at the step of the wage schedule applicable to the new position that provides the employee with a minimum wage increase of three percent (3%), not to exceed the maximum for the new position, provided the prior experience was relevant to the new classification in the opinion of the Employer. If an employee's prior experience was recognized as relevant for placement on the wage schedule, the employee's wage progression shall continue based on accumulated hours since the employee's last step increase. Where prior experience has not been recognized, progression to the next step in the new position shall occur upon completion of 2080 hours of work in the new position.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential.

Employees assigned to work the second (3-11 p.m.) shift shall be paid a shift differential over the hourly contract rates of pay in the amount specified in Appendix A. Employees assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential over the hourly contract rates of pay in the amount specified in Appendix A. Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Standby Pay.

Employees placed on standby status off hospital premises shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour. Effective August 24, 2008, standby pay shall be increased to four dollars (\$4.00). Standby pay shall be paid in addition to callback pay. Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Employees on standby shall be provided with signal devices. Employees who are on low census shall not be required to be on standby for that low census shift. Employees called back to work while on standby status shall be paid shift differential for those hours worked on a second or third shift. If an employee is placed on standby status for more than fifty (50) hours in a pay period, the standby pay for each hour over fifty (50) in the pay period shall be four dollars and fifty cents (\$4.50).

The Hospital and the Union share a common concern about use of on-call. Toward that end, these provisions shall apply:

No employee will be required to accept more than 140 hours of on-call per month. Employees are permitted to take a greater number of hours of on-call voluntarily, but not beyond a safe and reasonable level as determined by the manager.

When a department identifies that it is at risk of exceeding the maximum number of standby or on-call hours as described in this Section, it shall raise the situation to the Labor Management Committee in a timely manner to address the problem before the maximums are exceeded. The Labor Management Committee shall meet in an expeditious manner to address the problem. Employees who have already been assigned to the maximum number of on-call/standby hours (even if not actually worked yet) may also raise the situation to the Labor Management Committee. The Labor Management Committee shall make recommendations for addressing the problem. If the department does not implement the recommendations, the Labor Management Committee shall convey the recommendations to the CEO for determination.

9.3 Callback Pay.

Any employee called back to work after clocking out shall be compensated at the rate of time and one-half (1½) the regular rate of pay. When called back, the employee shall receive time and one-half (1½) for a minimum of three (3) hours. Travel time to and from the hospital shall not be considered time worked. The minimum callback hours shall not apply when the employee reports for work in advance of an assigned shift.

9.4 Lead Pay.

An employee assigned by the Employer as a lead shall receive one dollar (\$1) per hour over the regular rate of pay for all hours worked in the lead position. Effective August 24, 2008, the lead pay shall be increased to one dollar and twenty-five cents (\$1.25). A lead primarily performs the same work as others in the classification; in addition, he or she is directly accountable for monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in making daily work assignments, assisting with developing work schedules, or giving advice and work instructions to other employees.

9.5 In-Charge Pay.

Any employee assigned by the Employer as “in-charge” shall receive fifty cents (\$.50) per hour over the regular rate of pay. An employee is “in charge” if he/she is expected to provide advice and work instructions to other employees on a night or weekend shift when managers are not regularly scheduled to work but does not otherwise act as a lead.

9.6 Work in Advance of Shift.

When an employee is required to report for work in advance of his/her assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

9.7 Work on Day Off.

Full-time employees called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Part-time employees who work on a day not scheduled shall be paid at the applicable rate of pay.

9.8 Temporary Assignment.

Temporary assignment by the Employer to a higher paid position for four (4) or more consecutive hours shall be paid at the higher classification rate of pay, calculated by the same method as provided for under Section 8.9. Temporary assignment by the Employer to a lower paid position shall not affect the employee's rate of pay; provided, however, this section shall not apply to employees whose reassignment was necessary due to failure to maintain their certification, license or registration.

9.8.1 Multiple Job Classifications. If an employee holds more than one position, the employee will be paid for the work performed in each position in accordance with the applicable rate as specified in Appendix A. For purposes of this section, an employee holds more than one position if s/he holds a separate FTE or per diem status in each position and is separately scheduled for each position.

9.9 Certification Pay.

An employee certified in a specialty area which authorizes the employee to perform services for the Employer which lie/she could not perform without the certification shall be paid a premium of fifty cents (\$.50) per hour; provided the employee is working in a position for which the certification is relevant, the employee continues to meet all educational and other requirements to keep the certification current and in good standing, and the certification has been approved by the Vice President of Human Resources.

9.10 Incentive Pay.

Incentive pay plans in place on the effective date of this Agreement shall be continued for the duration of the Agreement.

9.11 Telephone Call.

Any employee who spends time consulting by telephone between the hours of 11 p.m. and 7 a.m. when assigned by the Employer to be on "telephone consultation standby" will be paid at the employee's regular rate of pay for a minimum of one-half (½) hour for each consultation in addition to standby pay. Consultations in excess of one-half (½) hour shall be paid to the nearest fifteen (15) minutes. Employees consulted while on standby status shall be paid shift differential for those hours worked on the third shift.

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual.

Full-time, part-time and per diem employees shall receive annual leave based upon hours of work in accordance with the following schedule:

Upon Completion of 2080 hours:	<u>Annual Leave</u>
1 year	18 days (144 hours)
5 or more years	23 days (184 hours)
10 or more years	28 days (224 hours)
12 or years	30 days (240 hours)

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, an employee shall be eligible to take any annual leave which has accrued. All annual leave must be scheduled in advance in accordance with hospital policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. Summer annual leave applied for during the identified posting period will be granted on the basis of seniority where there are conflicting requests. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the employee's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Vacation scheduling procedures shall be a proper subject for the Labor/Management Committee.

10.3 Loss of Annual Leave.

Annual leave shall accumulate to a maximum of 248 hours. An employee will not lose accrued annual leave without receiving prior written notification from the Employer, nor will an employee lose accrued annual leave if the Employer was unable to schedule the time off.

10.4 Work on Holidays.

All full-time, part-time and per diem employees who work on the following holidays, New Year's Day, President's 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 employee's regular rate of pay for all hours worked on the holiday. Premium pay provided for in this section shall not apply to time worked if the work is performed solely on the employee's own initiative and without the advance approval of a supervisor.

10.5 Rotation of Holiday Work.

Holiday work shall be rotated by the Employer to the extent possible. 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 hospital.

10.6 Payment Upon Termination.

After completion of one (1) calendar year of employment, employees shall be paid upon termination of employment for all annual leave 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 Pay Rate.

Annual leave pay shall be paid at the employee's regular rate of pay.

10.8 Floating Holiday.

After six (6) months of employment, one (1) floating holiday of eight (8) hours in duration shall be granted per calendar year to each full-time employee. Part-time employees shall receive prorated holiday hours based upon the employee's usual hours of work. The floating holiday will accrue separately from annual leave.

10.9 Vacation Time for Unbenefited Employees.

Employees with FTEs who work in an unbenefited status will be eligible for unpaid annual leave in accordance with the scheduling procedures in Section 10.2 in the amounts specified in Section 10.1 above.

ARTICLE 11 -- SICK LEAVE

11.1 Accrual.

Full-time, part-time and per diem employees who have not elected the wage premium in lieu of benefits shall accumulate sick leave (wage continuation) at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 720 hours per employee.

11.2 Compensation.

If a full-time, part-time or per diem employee is absent from work due to illness or injury, the Employer shall pay the employee sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the employee's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. An employee shall not be eligible to use paid sick leave during the probationary period.

11.3 Notification.

Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been, made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that shift.

11.4 Proof of Illness.

Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge.

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Medical and Dental Insurance.

Beginning the first of the month following ninety (90) days of continuous employment, all full-time and all part-time employees regularly scheduled to work twenty (20) or more hours per week: (.5 FTE) shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital and dental insurance benefits with the employee's premiums to be paid by the Employer. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

12.1.1 Dependent Coverage. Employees assigned a .9 or 1.0 FTE shall be eligible to receive medical and dental insurance dependent coverage contributions paid by the Employer providing the employee makes the following contributions (26 pay periods):

Medical/Vision/RX

Employee	0
Employee & Children	89.89
Employee & Spouse	99.84
Employee, Spouse & Children	193.78
Employee, Domestic Partner's Children	89.89
Employee & Domestic Partner	99.84
Employee, Domestic Partner & Children	193.78

Dental

Employee	0
Employee & Children	26.06
Employee & Spouse	19.27
Employee, Spouse & Children	50.88
Employee, Domestic Partner's Children	26.06
Employee & Domestic Partner	19.27
Employee, Domestic Partner & Children	50.88

The above employee contributions for full-time employees shall remain the same through June 30, 2011.

12.1.2 Medical and Dental Costs: Employees assigned a .5 through a .8 FTE shall be eligible to receive medical and dental insurance dependent coverage contributions paid by the Employer providing the employee makes the following contributions (26 pay periods):

Medical/Vision/RX

Employee	0
Employee & Children	194.73
Employee & Spouse	243.41
Employee, Spouse & Children	438.14
Employee, Domestic Partner's Children	194.73
Employee & Domestic Partner	243.41
Employee, Domestic Partner & Children	438.14

Dental

Employee	0
Employee & Children	26.06
Employee & Spouse	19.27
Employee, Spouse & Children	50.88
Employee, Domestic Partner's Children	26.06
Employee & Domestic Partner	19.27
Employee, Domestic Partner & Children	50.88

The above employee contributions for part-time employees shall remain the same through June 30, 2011.

12.1.3. Open enrollment will continue to occur annually.

12.1.4 The Employer agrees not to reduce the current level of medical plan benefits coverage during the calendar year. The Employer retains the right to change insurance carriers, network provider panels and third party payors and all other administrative elements as a means to control costs to the Medical Plan. The Employer may also add additional components to the wellness plans.

12.2 Workers' Compensation.

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular pay, but not to exceed the net earnings the employee would have normally received. The

employee must request, in writing, the supplemental payments. The calculation will be based on the employee's assigned FTE status and regular rate of pay.

12.3 Retirement Plan.

The Employer will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contribution (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

12.4 Plan Changes.

In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 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 written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work. An employee awaiting return to work following a leave of absence may bid on vacant positions in the same manner as any other employee.

13.2 Maternity Leave.

A leave of absence shall be granted upon request of the employee for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the employee shall be offered the first available opening in his/her job classification (or lesser paid job in the same classification series) for which the employee is qualified, unless a more senior employee in the classification and in the unit or department, applies for the position. The employee may use previously accrued sick leave during the period of disability and annual leave to the extent accrued during the maternity leave. Subject to eligibility requirements, medical insurance coverage will be continued while the employee is in a paid status, unless coverage is provided by Family Leave, 13.3(b). Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. Employees on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

13.3 Family Leave.

(a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstance, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening in his/her job classification (or lesser paid job in the same classification series) for which she or he is qualified, unless a more senior employee in the classification and in the unit or department, applies for the position. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. This section shall also apply to the children of the employee's domestic partner.

(b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse/ domestic partner, son or daughter, or parent, who has a serious health condition, or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law or this Agreement, the leaves shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

(c) Parental Leave/Donation of Vacation Hours. In the event an employee takes a parental leave for either the birth or adoption of a child, the employee would be eligible to receive donated vacation hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

13.3.1 Leave Combined. An employee may guarantee her position (same department or unit if applicable, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

13.4 Child Care Leave.

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 13.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position in his/her job classification (or lesser paid job in the same classification series) for which the employee is qualified, unless a more senior employee in the classification and in the unit or department, applies for the position. Such leave shall not exceed one (1) year.

13.5 Health Leave.

After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same department and unit if applicable, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening in his/her job classification (or lesser paid job in the same classification series) for which the employee is qualified, unless a more senior employee in the classification and in the unit or department, applies for the position. The employee may use previously accrued sick leave and annual leave to the extent accrued during this health leave of absence. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required of the position.

13.6 Use of Paid Leave for Certain Family Members.

Per Substitute Senate Bill 6426, employees can use accrued sick, annual leave, or floating holiday to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

13.7 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 to the date such leave commences, and shall not be considered part of the employee's earned annual leave time.

13.8 Leave Without Pay.

Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence.

13.9 Leave With Pay.

Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer.

13.10 Return From Leave.

Unless otherwise provided for herein, employees, who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening in his or her job classification (or lesser paid job in the same classification series) for which the employee is qualified, unless a more senior employee in the classification and in the unit or department applies for the position.

13.11 Jury Duty.

All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.12 Personal Leave.

All full-time and part-time employees shall be granted three (3) days of personal leave per year without pay upon request, providing such leave does not adversely affect patient care or departmental needs.

13.13 Bereavement Leave.

Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours within a ten (10) day period where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son and daughter-in-law, mother-in-law or father-in-law and domestic partner and his/her immediate family.

13.14 Sabbatical Leave.

The Employer will establish a sabbatical leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from an employee's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, publishing. Employees are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular employment with the Employer. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) years. Employees granted a sabbatical will receive

medical, dental and life insurance benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position in his or her job classification (or lesser paid job in the same classification series) for which they are qualified, unless a more senior employee in the classification and in the unit or department applies for the position. Within forty-five (45) days of returning from a sabbatical leave, the employee will provide a report(s) regarding the knowledge gained while on leave to the manager of the department and his/her co-workers in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The Labor/ Management Committee shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Employer.

13.15 Union Leave

With thirty (30) days' notice, the Union may request that one employee per calendar year be granted an unpaid union leave of absence of up to twelve (12) weeks. Unless staffing considerations preclude the leave, the Employer shall provide the leave, in increments of four (4) weeks. During the leave, the employee shall be provided with the same medical, dental and life insurance benefits consistent with their FTE level. Since the employee will not have a paycheck, the employee must make necessary arrangements to pay for dependent coverage before the premium is due. Upon expiration of the leave, the employee shall be returned to his/her position subject to the same rights as employees returning from FMLA leave. If the employee does not return from leave, the employee shall reimburse the Employer for the medical benefits provided during the leave, based on COBRA costs.

ARTICLE 14 - COMMITTEES

14.1 Labor/Management Committee.

The Employer, jointly with employees selected by the Union, shall establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor/Management Committee shall be to foster improved communication between the Employer and the staff and to improve working conditions and patient and employee satisfaction and employee recruitment and retention. The Committee may address staffing issues. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems including patient and employee satisfaction and employee recruitment and retention. The Committee shall be established on a permanent basis and shall consist of not more than seven (7) representatives of the Employer and not more than seven (7) bargaining unit employees, with not more than one (1) employee from each job classification and/or department. The committee representatives of the Employer and the employees shall each designate a co-chair of the Committee. The Employer and the Union will have alternate representatives selected to attend in the event the primary designated

representatives are unable to attend the Committee meeting. The Committee will be representative of hospital work areas. The number of Committee participants may be expanded by the mutual agreement of the Employer and the Union. The Committee shall meet not less than bi-monthly or as often as mutually agreed. The co-chairs, after consultation, shall determine the agenda for each meeting. The Committee shall designate one member to take minutes of the meeting, which shall be circulated to all members.

14.2 Staffing Review

In order to review and consider long term concerns of employees working in areas of the Hospital, the following procedure shall be followed:

1. Employee(s) who have long term concerns about staffing levels or excessive workloads (hereafter referred to as “staffing concerns”) are encouraged to document their concern and address the issues directly with their supervisor/manager. The supervisor/manager shall respond to the employee(s) within a reasonable time. The supervisor’s/manager’s response may be to convene a departmental committee to review the issue, as described in paragraph 5 below.
2. If the supervisor/manager does not convene a departmental committee and the employee(s) is not satisfied with the response, the employee(s) may present the concern to the Labor Management Committee for a collaborative review. The Labor-Management Committee shall decide whether a departmental committee shall be convened. If the Labor-Management Committee decides against a departmental committee, the matter shall be ended. The Labor-Management Committee may invite the employee and supervisor/manager to the committee meeting for additional information.
3. If the Union believes that a staffing concern is broad based and ongoing, it may submit the matter in writing to the Labor Management Committee for a collaborative review.
4. If the Labor Management Committee determines that a departmental committee should be convened, the manager/supervisor of the department will convene, within twenty-one (21) calendar days, a departmental committee to review the issue and develop a recommended action plan in no more than forty-two (42) calendar days. The time line for recommended action plan may be extended upon mutual agreement. This departmental committee will work collaboratively to arrive at a solution to the concern raised by the employee(s). The committee will be comprised of an appropriate number of staff appointed by the union and the same number of managers appointed by management. All time spent by employees on this committee will be considered time worked and will be paid at the appropriate contract rate
5. The Labor Management Committee shall review the recommended solution which may include a staffing plan report developed by the departmental committee, and within twenty-one days of receipt of the departmental report submit that final report to the CEO. The CEO or designee shall make his or her final decision known to the Labor

Management Committee within twenty-one (21) calendar days of receipt of the final staffing plan report by sending a response to the manager and Labor Management Committee co-chairs.

6. The Employer may 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 or the hospital administration of his or her concerns about staffing.

Issues from employees whose staffing issues are covered under ESHB3123 are exempted from this process and will be assigned to the Joint Labor Management Nurse Staffing process for such employees.

14.3 Health and Safety Committee.

The Hospital will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures for the work place and its employees. The Committee shall include three (3) bargaining unit employees, not more than one (1) from any department. All bargaining unit employees who serve on the Committee will be appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

14.4 Committees in General.

The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by the Hospital with successful results. Each committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the committee.

14.5 Compensation.

Employees shall be compensated at their regular rate of pay for all time spent on Employer-established committees and contract committees set forth in this Article 14 when they are members of the committee, are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees, and with prior approval, for time spent in preparation and presentation of projects required by the Employer.

ARTICLE 15 - STAFF DEVELOPMENT

15.1 Orientation.

The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital and its services, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in

job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work.

15.2 Inservice Education.

A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. The functions of inservice education shall be:

- (a) to promote the safe and intelligent care of the patient;
- (b) to develop staff potential; and
- (c) to create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be suggested and prioritized By the Labor/Management Committee. The objectives of inservice education shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, the Hospital and patient care; to provide ongoing education programs which will enhance patient care; to review current trends in the specialty areas of the Hospital. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Employees required by the Employer to attend inservice education during off-duty hours will be paid at the regular rate of pay or overtime, if applicable. The Employer will make a good faith effort to provide contact hours for continuing education programs.

Subject to patient care needs and with appropriate advance notice, the Employer will make a good faith effort to release employees to attend inservice and continuing education programs. On-line education is also considered continuing education.

15.3 Job Related Study.

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

15.4 Approved Expenses.

When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

15.5 Paid Educational Leave Time.

After completion of the probationary period, regular employees shall be allowed paid leave for educational or professional purposes described in this section, including union-sponsored training as provided for in Section 3.2, providing such leave time, shall be subject to scheduling requirements of the Employer. All employees who are union officers, delegates and contract committee members may use one (1) day (eight [8] hours') of paid leave per calendar

year to attend union-sponsored training in leadership, representation and dispute resolution. Employees in positions which have position descriptions requiring or preferring a certification, license and/or registration are entitled to take paid leave days for continuing education necessary to acquire or maintain the certification, license and/or registration, and for any union-sponsored training to which they may be entitled under Section 3.2, not to exceed a total of three (3) calendar days per year. Educational leave time shall be prorated for part-time status, may be used on an hourly basis and shall not be carried over from one calendar year to the next. Guidelines for use of education leave time may be developed by the Labor/Management Committee.

ARTICLE 16 - HEALTH AND SAFETY

16.1 Prevention of Back Injury.

Since back and musculoskeletal injuries are the major occupational hazard to employees in the interest of prevention, a special labor/management committee will be convened to ensure a prevention program is in place. The committee will be comprised of three (3) Union-appointed representatives and three (3) management-appointed representatives. The charge of the committee is to maximize the use of lift teams and mechanical lifting and transfer devices. The committee will undertake a review of current practices on all units/work areas within sixty (60) days. The committee will research state-of-the-art prevention techniques and devices and assist in implementing a state-of-the-art program within ninety (90) days of the contract effective date. The committee will evaluate and compare injury rates both pre- and post-project implementation. Once a year, the committee will report its findings to the Labor/Management Committee per Section 14.1.

16.2 Prevention of Workplace Violence.

Due to health care personnel being at increased risk of workplace violence, the Employer and the Union agree to work together to protect employees by developing a comprehensive violence prevention program. The violence prevention program to be developed shall include employee participation as appointed by the Union, and will include elements of hazard and risk factor identification, training, reporting, post-incident response plan and evaluation of the program.

16.3 Product Evaluation.

The Hospital's Products Evaluation Committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union appointed employee.

16.4 Health Testing.

Upon employment, each employee shall be required to have a TB skin testing or chest X ray as required by the State of Washington (WISHA) at no cost to the employee. Employees shall be offered rubella, rubeola, hepatitis B testing or immunization as required by WISHA.

Upon physician request, once a year, a CBC, Chem 14, urinalysis and a mammogram will be provided at no cost to the employee.

16.5 Health and Safety.

The Hospital remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employee's health and safety is documented in the Employer's Infection Control Program.

16.6 Tuberculosis Exposure Control Program.

All employees working in patient care areas will be provided annual PPD screenings. Employees in high risk areas may be screened more frequently. Any employee who is a PPD converter as a result of an occupational exposure will be referred to a Public Health physician or appropriate medical specialist for follow up, including preventive therapy at no cost to the employee.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined.

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Time Limits.

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

17.3 Grievance Procedure.

A grievance shall be submitted in accordance with the following procedure:

Step 1. Employee and Supervisor.

If an employee has a grievance, the employee shall meet with the employee's supervisor and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should

have been aware that the grievance existed. A Union Delegate shall be present if requested by the employee. If a Union Delegate participates in the grievance meeting, the Vice President of Human Resources or designee may also be present at this Step 1 meeting. Upon receipt thereof, the supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within ten (10) calendar days following the meeting between the supervisor and the grievant.

Step 2. Employee, Union Delegate/Representative and Department Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance to the Department Director (and/or designee) within seven (7) calendar days of the Unit Director's decision. A conference between the employee (and a Union Delegate/Representative, if requested by the employee) and the Department Director (and/or designee) shall be held within ten (10) days for the purpose of resolving the grievance. If a Union Delegate/Representative participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 2 meeting. The Department Director or designee shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3. Employee, Union Delegate/Representative and President.

If the matter is not resolved at Step 2 to the employee's satisfaction, the employee shall present the grievance in writing to the President (or designee) within seven (7) calendar days of the Department Director's decision. The President (and/or designee) shall meet with the employee and the Union Delegate/Representative within ten (10) calendar days for the purpose of resolving the grievance. The President (or designee) shall issue a written response within seven (7) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital President or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever

is later, and the Arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.4 Union Grievance.

The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

17.5 Mutually Agreed Mediation.

The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

17.6 Termination.

Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

17.7 State and Federal Laws.

Grievances alleging a violation of state and/or federal laws may only be processed through Step 3 of this grievance procedure. If the matter cannot be resolved as a result of this process, it may be submitted by the Union to the appropriate administrative agency for further adjudication.

ARTICLE 18 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the

hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19 -- UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 20 - TRAINING AND UPGRADE FUND

20.1 A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the Service and Maintenance/LPN employees in the Pro-Tech bargaining unit, one-half (1/2%) percent of the gross payroll of the Professional/Technical employees in the Pro-Tech unit, and one half (1/2%) percent of the gross payroll of the RN bargaining unit employees (collectively "Employees"). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem employees.

20.2 The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

20.3 The Employer and Union agree to abide by the Trust Agreement.

20.4 In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

20.5 The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

20.6 The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of Employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits.

20.7 The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

20.8 While the multi-employer Training and Upgrade Fund is being established, the Labor Management Committee shall, either directly or through a subcommittee, conduct a survey of

bargaining unit employees to understand their education/career advancement interests and needs and to identify barriers to further education. The survey information shall be shared with the Training and Upgrade Fund for analysis and action. The Labor Management Committee shall also promote utilization of available Training and Upgrade Fund resources and programs. The Labor Management Committee shall, by mutual agreement, determine whether additional meetings regarding training are appropriate after January 1, 2009.

ARTICLE 21 - GENERAL PROVISIONS

21.1 State and Federal Laws.

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

21.2 Amendments.

Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

21.3 Past Practices.

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

21.4 Complete Understanding.

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

ARTICLE 22 - DURATION

This Agreement shall become effective July 1, 2008, and shall remain in full force and effect to and including June 30, 2011, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After 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. It is the express intent of the parties to this Agreement that this Agreement shall terminate in its entirety on June 30, 2011, and is excluded from the provisions of RCW 41.56.123.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _____, 2009.

STEVENS HOSPITAL

SEIU HEALTHCARE 1199 NW

Michael Carter,
President/CEO

Diane Sosne,
President

Steven Losleben
Vice President, Human Resources

Margaret Cary,
Chief Negotiator

APPENDIX A
SALARY GRADES

Professional, Technical, Skilled Maintenance and Other Employees

APPENDIX B
STEVENS HOSPITAL
9-HOUR WORK SCHEDULE

1. A “9, hour” work schedule shall refer to any employee who has voluntarily signed a 9 hour innovative schedule agreement and is regularly scheduled to work one (1) or more nine (9) hour shifts per week.
2. 9 hour employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus nine (9) hours’ holiday pay from their accrued annual leave account at straight time or, at the employee’s option, a compensatory day off with nine (9) hours’ straight time from the employee’s accrued annual leave account.
3. 9 hour employees shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, nine (9) hours constitutes one (1) work day.
4. 9 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 9 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond nine (9) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts. In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the employee. 9 hour employees who would like to discontinue working an established nine (9) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The 9 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 9 hour work schedule. All other

benefits and provisions not inconsistent with the foregoing shall apply to 9 hour employees.

APPENDIX C
STEVENS HOSPITAL
10-HOUR WORK SCHEDULE

1. A “10 hour” work schedule shall refer to any employee who has voluntarily signed a 10 hour innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hours shifts per week.
2. 10 hour employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours’ holiday pay from their accrued annual leave account at straight time or, at the employee’s option, a compensatory day off with ten (10) hours’ straight time from the employee’s accrued annual leave account.
3. 10 hour employees shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, ten (10) hours constitutes one (1) work day.
4. 10 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 10 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the employee. 10 hour employees who would like to discontinue working an established ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The 10 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 10 hour work schedule. All other

benefits and provisions not inconsistent with the foregoing shall apply to 10 hour employees.

APPENDIX D

STEVENS HOSPITAL

12-HOUR WORK SCHEDULE

1. A “12 hour” work schedule shall refer to any employee who has voluntarily signed a 12 hour innovative schedule agreement and is regularly scheduled to work one (1) or more twelve (12) hour shifts per week.
2. 12 hour shift employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus twelve (12) hours’ holiday pay from their accrued annual leave account at straight time or, at the employee’s option, a compensatory day off with twelve (12) hours’ straight time from the employee’s accrued annual leave account.
3. 12 hour employees shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, twelve (12) hours constitutes one (1) work day.
4. 12 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. Employees who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1½) times their regular pay rate. If an employee works more than one (1) hour beyond the end of a 12 hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than, ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the employee. 12 hour employees who would like to discontinue working an established twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The 12 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.

9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 12 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 12 hour employees.

Letter of Understanding Regarding Extra Shift Incentive
LPN's, CNA's, Unit Secretaries, and ER Techs only

In order to respond to staffing needs when the census flexes up or there are insufficient regular staff available to meet patient or departmental needs within their existing FTE's, to improve morale, job satisfaction and retention of employees, to provide incentives to commit to extra shifts beyond their FTE, and to reduce costs of agency and other non-staff employees, Stevens Hospital and SEIU Healthcare 1199NW agree to the following program regarding extra shifts.

1. Department Eligibility: Departments with unfilled FTE's of the eligible classifications on the open position list of greater than 1 FTE (0.9 for 12 hour shift positions) will participate in this extra shift incentive program. For the purposes of eligibility, the position of an employee on an approved leave of absence of greater than fourteen (14) days shall be counted as an open position. Once an employee is hired into an open position, for the purposes of this program only, the position shall be considered open for three additional months.
2. Employee Eligibility: LPN's, CNA's, Unit Secretaries, and ER Techs who have an FTE of at least .6 who have worked their full FTE during the pay period.

Communication and Notice of Periods of Incentive Extra Shift Pay:

- 1.. Per diems, regular staff, and float pool staff will be scheduled **before** possible "extra shifts" are identified.
2. Schedules (including unfilled shifts) are posted fourteen (14) days before the first effective date of the schedule as per the contracts.
3. After posting the final schedule, all requests for extra shifts will be recorded/requested by the appropriate process. Staff may sign up for extra shifts one week after the posting goes up.

Extra shift premium pay will be granted by two (2) methods:

1. Pre-scheduled extra shift. A shift agreed upon and assigned more than twenty-four (24) hours before the start of the shift.
2. Call-in extra shifts.

Extra shift Rate of Pay:

Eligible employees who work pre-scheduled extra shifts (above their FTE) to fill staff shortages will be paid for hours worked as follows:

- a) Time and a half (1.5X) for part-time employees (.6 and above).
- b) Double time (2X) for full-time employee *or* part-time employees who have worked full-time hours in the pay period (other than extra shifts under this program). (full-time is .9 and above).

Pre-Scheduled Extra Shifts

Where multiple employees seek the same pre-scheduled extra shifts, the shifts shall be assigned on an equitable basis.

Call-in extra shifts

Employees who are not scheduled to work (a shift agreed upon and assigned less than twenty-four (24) hours before the start of the shift) and who are not on standby, but work an extra shift will also receive the extra shift rate of pay.

Cancellation of Extra Shifts:

In periods of low census reduction of staff, the extra shifts will be cancelled before any employees not working extra shifts. If the employee qualifies for report pay under Section 7.7 of the Agreement, the minimum four (4) hours pay shall be at the extra shift rate of pay.

Low Census Fund

For every ten extra shifts worked under this program, the Employer will add eight (8) hours into the Pro-Tech Low Census Fund described in Section 6.7.2 of the collective bargaining agreement.