

Collective Bargaining Agreement

By and Between

GROUP HEALTH

And

THE SOCIAL WORKERS EMPLOYEE ASSOCIATION,

Affiliated With

SEIU HEALTHCARE 1199NW

October 23, 2008 – October 31, 2011

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION
ARTICLE 2	UNION MEMBERSHIP- AUTHORIZED DEDUCTIONS
ARTICLE 3	UNION REPRESENTATIVES
ARTICLE 4	RECOGNITION AND RIGHTS AND FUNCTIONS OF MANAGEMENT
ARTICLE 5	DEFINITIONS
ARTICLE 6	EMPLOYMENT PRACTICES AND PERSONNEL POLICIES
ARTICLE 7	HOURS OF WORK AND OVERTIME
ARTICLE 8	WAGES
ARTICLE 9	HOLIDAYS
ARTICLE 10	PAID TIME OFF
ARTICLE 11	LEAVES OF ABSENCE
ARTICLE 12	MEDICAL, DENTAL, LIFE INSURANCE AND RETIREMENT
ARTICLE 13	SENIORITY – LAYOFF - RECALL
ARTICLE 14	COMMITTEES
ARTICLE 15	OCCUPATIONAL HEALTH AND SAFETY
ARTICLE 16	GRIEVANCE PROCEDURE
ARTICLE 17	UNINTERRUPTED PATIENT CARE
ARTICLE 18	GENERAL PROVISIONS
ARTICLE 19	TERM OF AGREEMENT
ARTICLE 20	ADDENDUMS

Collective Bargaining Agreement

By and Between

GROUP HEALTH

And

THE SOCIAL WORKERS EMPLOYEE ASSOCIATION,

Affiliated With

SEIU HEALTHCARE 1199NW

October 23, 2008 – October 31, 2011

This Agreement is made and entered into by and between Group Health, hereinafter referred to as the "Employer," and the Social Workers Employee Association, affiliated with SEIU Healthcare 1199NW, hereinafter referred to as the "Association." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to salaries, hours of work and conditions of employment. This document is limited to employees working at the employer's facilities located in Western Washington (WWA) and Eastern Washington/ North Idaho (EW/NI).

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative for all regular employees classified as Masters level Psychotherapists, Medical Social Workers, and Behavioral Health Unit Coordinators, including but not limited to, all employees employed by the Employer in Western Washington (WWA) and Eastern Washington/North Idaho (EW/NI), excluding supervisors as defined by the Act, and all other employees.

ARTICLE 2 - UNION MEMBERSHIP – AUTHORIZED DEDUCTIONS

2.1 Membership. All employees in the bargaining unit shall become and remain members of the Union. Newly hired full-time, part-time and temporary employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire. The Employer shall make newly hired employees aware of this requirement at the time of hire. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement. Newly hired employees shall not be required to pay the Union's initiation fee until after ninety (90) days of employment. This section shall not apply to employees who work in a Group Health facility located in the State of Idaho, consistent with Idaho state law. Such employees shall not be required to become or remain members of the union.

2.2 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 financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union, to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct an amount equal to the Union's uniform monthly dues or agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union and authorized by the employee. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order.

Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and 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 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, classification, and employee ID number, date of hire, hourly rate of pay, and regular hours worked and gross earnings for each employee. Each month the Employer shall also electronically transmit a list of new hires and their addresses and a list of all employees who have terminated during the month. The Employer will semi-annually electronically transmit a list of current addresses of all employees covered by this Agreement.

2.5 Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the PAC Fund. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

In consideration for the Employer's agreement regarding voluntary PAC Fund deductions, the Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The parties recognize that the Union is obligated under the Federal Election Campaign Act ("FECA") to reimburse Group Health for its reasonable cost of administering the PAC check-off in the parties' collective bargaining agreement. The Employer and the Union agree that one quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover Group Health's costs of administering this check-off. Accordingly, the parties agree that Group Health will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the PAC check off provision in the parties' collective bargaining agreement to reimburse Group Health for its reasonable costs of administering the check-off.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas, for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. The Union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department or areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Facility Use. The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.3 Union Delegates. A list of Union Delegates from the bargaining unit, elected in accordance with District and National Union by-laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Steps 1, 2 and 3 of the grievance procedure and Article 6.2 as provided in this Agreement. The parties acknowledge the general proposition that Union business performed by the Union Delegates, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirement of patient care.

3.4 Bulletin Boards. Bulletin boards in prominent locations in each work area shall be designated for the Union's use. Posting of union related matters will be limited to the designated bulletin boards.

3.5 Contract Distribution. The Employer shall make available a copy of this Agreement to all newly hired employees. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Union will provide copies of the Agreement, membership applications and payroll deduction cards to the Employer.

3.6 Negotiations Release Time.

- a) Subject to patient care/consumer service requirements, the Employer will make a good faith effort to assist in providing release time for exempt employees participating in contract negotiations.
- b) Subject to patient care needs and scheduling limitations, hourly staff will receive unpaid release time to participate in negotiations and will accrue paid time off on this time. Also, Group Health will pay for one hourly staff representative to participate in contract negotiations for a maximum of seven (7) sessions.

3.7 Employee Participation in Union Activities. An unpaid leave of absence to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions may be approved subject to patient care needs/consumer service requirements. Unpaid release time to participate in these activities will accrue benefits.

Subject to appropriate advance notice and scheduling/staffing requirements, Union Officers, delegates and Conference Committee members may use eight (8) hours per calendar year of their post-graduate leave/time to attend union sponsored training in leadership representation and dispute resolution. The Union must provide written notification to the Employer's Human Resources Department once yearly of the names of union officers, delegates and Conference Committee members in order for those individuals to be eligible to access their post-graduate leave/time under this provision.

Subject to patient care and staffing needs, an employee may be granted an unpaid leave of absence for up to twelve weeks to assume a position with the Union and the employee shall be entitled to return to his/her former position. On a leave of absence exceeding twelve weeks, s/he would be entitled to the first available position for which the employee is qualified in order of seniority relative to other employees with return to work rights. The leave of absence may not exceed 12 months.

3.8 New Employee Orientation. Upon completion of the Employer's centralized orientation program, Group Health will make a conference room available for up to one-half (1/2) hour for any Group Health union to meet with new employees in their bargaining unit. Employee attendance will be voluntary. Any time spent in such voluntary meeting will be on unpaid time for both the new employee and the employee union representative.

ARTICLE 4 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of health care, efficiently and economically, and/or meeting medical emergencies. Except as modified elsewhere in this Agreement, the Union recognizes the right of the Employer to operate and manage Group Health including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to layoff 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.

ARTICLE 5 - DEFINITIONS

5.1 Probationary Employee. Full and part-time employees shall be subject to a six- (6) month probationary period. The probationary period may be extended up to additional three- (3) calendar months by mutual agreement between the employer and the employee. During the probationary period an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall not be required to give the required notice of intention to terminate.

5.2 Regular Full-Time Employee. For benefit purposes, a regular full-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week, or, in an inpatient setting, eighty (80) hours per fourteen (14) day period. Irregular seventy (70) hours per ten (10) day period, or thirty-six (36) hours per three (3) day period schedules also constitute full time.

5.3 Regular Part-Time Employees. An employee who is regularly scheduled to work less than forty (40) hours per week and who has successfully completed the required probationary period unless otherwise provided for herein a part-time employee at a .5 FTE or greater shall be compensated in the same manner as a full-time employee except that wages and benefits shall be reduced in proportion to the employee's scheduled hours of work in a regular job assignment. Part-time employees at less than 0.5 FTE shall be paid on an hourly basis and receive overtime pay per the attached Addendum regarding overtime.

5.4 Temporary Employee. An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or authorized leave of absence. Temporary employees shall receive a 12% premium on their regular rate of pay in lieu of all fringe benefits. Temporary employees hired on a predetermined work schedule normally will not extend beyond six (6) calendar months, except when replacing a regular employee on an approved leave of absence. Regular employees reclassified to temporary status shall retain their prior step. Regular employees reclassified to temporary status shall retain their increment level plus 12% premium in lieu of all fringe benefits. Temporary employees shall be paid on an hourly basis and receive overtime pay per the attached Addendum regarding overtime.

5.5 Lead. Masters level psychotherapist, medical social worker, or behavioral health unit coordinator, who is assigned by the Employer certain administrative functions for eight (8) hours or longer per pay period, including but not limited to: coordinating schedules, maintaining departmental statistics, providing clinical consultation and guidance, directing work assignments and other general administrative duties. Lead responsibilities may be performed in the presence or absence of the supervisor/manager.

5.6 Fringe Benefits. For purposes of this Agreement, "fringe benefits" are defined as paid time off, holidays, insurance coverage (medical, dental, life, etc.), education, professional and bereavement leave.

ARTICLE 6 - EMPLOYMENT PRACTICES AND PERSONNEL POLICIES

6.1 Non-Discrimination. The Employer and the Association agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation or the presence of physical or mental handicaps not pertinent to performance. Nor shall either party discriminate against any employee due to any reason covered by applicable federal, state or local law. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

6.2 Discipline/ Discharge for Just Cause. Discipline and discharge shall be for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge within three (3) working days thereafter. Upon request by the employee, a copy of the notice will be sent to the Union. Every reasonable attempt will be made to counsel employees prior to discharge for cause.

The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action taken. Upon request by the employee, a copy of the written warning will be sent to the Union. The Employee shall have the right to request the attendance of a Union Representative during any investigatory meeting which may lead to discipline.

6.3 Notice of Termination. Employees who have completed the required probationary period shall receive twenty-eight (28) days notice of termination or pay in lieu thereof including any accrued paid time off pay, except in cases of discharge for just cause.

6.4 Notice of Resignation. Employees shall be required to give at least twenty-eight (28) days written notice of resignation. Failure to give such notice may result in loss of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.5 Personnel Records. Written personnel action forms in duplicate shall be used to specify conditions of hiring, termination changes in employee status, pay or shift, or leave of absence. Reasons for termination, change in status, pay or shift shall be noted on the form. The employee shall be given one copy of this form. Employees may review their personnel file upon request to the Human Resources Service Center. Employees may provide a written response to any material contained in their personnel file.

6.6 Performance Appraisals. The Employer shall maintain an annual performance appraisal system. Written performance appraisals of each employee will be conducted during the probationary period and annually thereafter. Employees shall be required to sign written performance appraisals signifying awareness of the appraisal.

6.7 Pay Days. The Employer will pay employees every other Friday. Payroll deposit information will be available on Thursday for employees. Employees are required to sign up for electronic deposit of pay.

6.8 Decision Making. Clinician managers shall be an integral part of the decision making process concerning clinical practice issues. Direct supervision in regard to practice style, caseload and therapeutic methods will be provided by trained clinicians.

6.9 Personnel Policies. All Employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with the letter or intent of this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

6.10 Subcontracting. At the time of ratification of this Agreement, it is understood that Group Health has no plan to subcontract any bargaining unit work.

At least one-hundred eighty (180) days prior to reaching a final determination to subcontract, sell or transfer services that would result in the loss of regular hours of work currently performed by bargaining unit employees, Group Health agrees to:

- 1) Provide the Union with documentation of the need, financial impact, affected work and employees and other factors:
- 2) Using Interest Based Bargaining principles and methods, meet with the Union to discuss and consider the feasibility of creating and/or implementing alternatives to the subcontracting that would satisfy consumer needs, avoid negative impact on bargaining unit employees and meet Group Health's primary business objectives.

This agreement to meet for purposes of further review and consideration of alternatives is not intended to create a duty to bargain that would otherwise not be required nor to waive a duty to bargain that would otherwise exist. Such discussions about the decision will be concluded within ninety (90) calendar days from the date Group Health provided the Union with the initial 180 day notice.

In the event Group Health decides to contract out a service which will result in the elimination of an entire work unit, department or facility, Group Health will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the collective bargaining agreement, e.g., voluntary severance, the involuntary layoff process. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority/tenure, sick leave and pension.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Workday. The normal workday shall consist of eight- (8) hours work to be completed within eight and one-half (8½) or nine (9) consecutive hours.

7.2 Work week. The normal work week shall consist of forty (40) hours of work within a seven- (7) day period (beginning Sunday and ending Saturday), or in an inpatient setting, eighty (80) hours of work within a fourteen- (14) day period.

7.3 Alternative Work Schedules. When mutually agreeable to the Employer and the employee, a normal work day may consist of ten (10) hours when the workweek schedule is based on four (4) ten (10) hour days. Other innovative work schedules may be established by the Employer with the consent of the employee involved. The Association will be notified in advance of any change in work schedules. The Employer and Union mutually recognize that innovative schedules may be beneficial to the recruitment and retention of qualified staff. Consistent with this recognition, upon employee-initiation, the Employer will examine potential innovative schedules on an individual basis. The Employer and Union agree that the development of general educational materials concerning innovative work schedules is an appropriate subject matter for the Joint Conference Committee under Article 14.

7.4 Exempt Overtime. At the approval of management, full and part time exempt employees who work additional shifts beyond their regular schedule/FTE shall be compensated on a lump sum basis; calculated based upon the employee's regular rate. A half shift, up to four (4) hours, shall be computed at 4 hours x regular rate. A full shift, defined as five hours or more, shall be computed at 8 hours x regular rate.

7.5 Non-Exempt Overtime. Hourly employees shall be compensated at one and one-half times the regular rate of pay for all hours worked beyond the normal shift or forty (40) in the normal seven (7) day work period or eighty (80) hours within a fourteen (14) day work period. Article 7.4 shall not apply.

7.6 Meal and Rest Periods. All employees shall receive an unpaid meal period of at least one-half (1/2) hour during each normal workday. Meal periods shall occur as near the middle of the shift as is practical. Employees required by the supervisor to remain in the working area during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, during each shift of eight (8) hours or more in duration. Rest periods may be taken on an intermittent basis. Employees who are not released for rest periods after requesting release from the supervisor or designee shall be paid for the missed rest period at the employee's regular rate of pay. The employee shall have the obligation of requesting relief on a timely basis.

7.7 Exempt Professionals. Regular full-time and part-time employees are exempt professionals as defined by the Fair Labor Standards Act. Schedule adjustments may be made to accommodate caseload demands. Exceptions to this provision are outlined in the Addendum.

7.8 EWA On-Call Assignments. The parties agree that the employer will continue its current policy and practice for providing on-call coverage in BHS/EWA. Staff assigned to the on-call pool shall receive one paid day off in each month such on-call duty is completed. Such time may not be carried over and must be taken during the same month it is earned, subject to management guidelines for time off approval. Should the employer plan to change its on-call policy, management will notify the Union in advance in an effort to reach agreement on the change.

ARTICLE 8 - WAGES

8.1 Wage Schedule. WWA and EW/NI employees covered by this Agreement shall be paid in accordance with the wage schedules attached.

- a) On the first full pay period after ratification (11-9-2008), WWA and EW/NI employees will receive a retroactive pay increase of 3% for the period July 1 through November 8, 2008. This includes regular pay plus overtime.
- b) Effective the first full pay period after ratification (11-9-2008), WWA and EW/NI rates of pay at each step shall be increased by 1%.
- c) Effective the first full pay period on or after 1-1-2009, the separate EW/NI pay schedule will be discontinued. EWA/NI Therapists will move onto the equivalent Western Washington pay schedule at the same step they were on in the EWA/NI pay schedule. For example, an EW/NI employee at step 9 would move to step 9 on the WWA pay schedule.

- d) Effective the first full pay period on or after 11-1-2009, rates of pay at each step shall be increased by 3%.
- e) Effective the first full pay period on or after 1-1-2010:
 - i. Rates of pay at each step shall be increased by 1%.
 - ii. For EW/NI employees, an audit will be conducted in 2009 to give credit for past service at Group Health in the same job classification that hasn't already been credited. Employees will be contacted by Human Resources and asked to validate past service within a designated time period. A maximum of two (2) steps credit will be given on the first full pay period on or after 1-1-2010.
- f) Effective the first full pay period on or after 11-1-2010, rates of pay at each step shall be increased by 3%.
- g) Effective the first full pay period on or after 1-1-2011:
 - i. New annual steps 22 and 23 will be added to the pay schedule. Step 22 will be the same rate as step 21. Step 23 will be 1.5% above step 22. For the transition, employees advance to step 22 if they have 12 months at step 21 or they advance to step 23 if they have at least 24 months spent at step 21.
 - ii. For EW/NI employees, based on the audit that was conducted in 2009 to give credit for past service at Group Health, employees will move any remaining steps to give full credit for previous Group Health service in that job classification.
- h) Effective the first full pay period on or after 7-1-2011, rates of pay at each step shall be increased by 1%.

8.2 Hire-in Salary. Employees hired during the term of this Agreement shall be compensated at a salary level in accordance with the following plan:

- a. Employees with one (1) to three (3) years of continuous recent experience shall be employed at up to the three- (3) year rate.
- b. Employees with four (4) to six (6) years of continuous recent experience shall be employed at a rate between the four and six year rate of pay.
- c. Employees with seven (7) to ten (10) years of continuous recent experience shall be employed at a rate between the seven and ten year rate of pay.
- d. Employees with more than ten (10) years of continuous recent experience shall be employed at a rate between the (10) and fifteen- (15) year rate of pay.
- e. For purposes of this section, continuous recent experience shall be defined as clinical experience in a health facility or participation in a formal program of post-graduate social work education without a break in experience, which would reduce the level of skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired employees in all other circumstances.

8.3 Step Increments. All step increments shall become effective at the beginning of the first full pay period following the employee's anniversary date.

8.4 Lead Premium. An employee assigned as a lead under Article 5.5 shall receive one hundred thirty dollars (\$130.00) per month in addition to their monthly rate of pay.

8.5 Non-Exempt Shift differential. Shift differential in the amount of two dollars (\$2.00) per hour shall be in effect for all hours worked after 5:30 p.m. If a majority of scheduled hours occur after 5:30 p.m. then shift differential will be paid for all hours.

8.6 Non-Exempt Weekend Premium Pay. Employees who work weekend hours shall receive one dollar (\$1.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. Effective the first full pay period on or after 11-1-09, the weekend premium will be one dollar and fifty cents (\$1.50) per hour. Effective the first full pay period on or after 11-1-10, the weekend premium will be two dollars (\$2.00) per hour. The weekend shall be defined as hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime calculations, unless required by the Fair Labor Standards Act.

ARTICLE 9 - HOLIDAYS

9.1 Holidays. The following holidays shall be granted with regular pay including shift differential:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Christmas Day	Memorial Day
Floating Holiday	Independence Day
Martin Luther King Jr.'s Birthday	

Each regular employee shall receive one "floating" day off without loss of pay at some time to be scheduled by mutual agreement between the Employer and the employee. Employees shall be eligible to receive the floating holiday on a calendar year basis upon completion of six (6) months of employment. The floating holiday must be taken in the same calendar year as an employee becomes eligible for the floating holiday.

9.2 Holidays during paid time off. Holidays will be scheduled off on a rotational basis. If a holiday falls during an employee's paid time off it will be charged as a holiday.

9.3 Exempt Holiday pay on scheduled day off. If a holiday falls on an exempt full time employee's regularly scheduled day off the employee shall receive a day off with pay within thirty (30) days following the holiday. Part-time employees shall receive prorated time off for holidays not worked. In no event shall an employee receive more than his or her regular salary.

9.4 Non-exempt pay for work on Holiday. Non-exempt full or part-time regular employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus eight (8) hours' holiday pay at straight time. Upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday. Temporary employees required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay.

9.5 Non-exempt holiday pay on scheduled day off. Full or part time hourly employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the

employee would have worked but for the holiday. For holidays falling on a scheduled day off, part time employees shall receive pro-rated pay calculated by multiplying their assigned FTE times eight (8) hours (from addendum)

9.6 Holiday dates of observance. Calendar dates to be observed as holidays shall be specified by the Employer at least one month in advance by notices posted in conspicuous locations in the hospitals or clinics.

ARTICLE 10 – PAID TIME OFF

10.1 Paid Time Off is intended to provide employees with paid time to cover needs for vacation, personal and family illness in addition to other needs or uses as defined by the employee and to encourage use of such time on a scheduled basis.

10.2 Definitions.

10.2.1 Unscheduled Absence. The following notification standards shall be used to determine whether an absence is scheduled or unscheduled, for purposes of determining an employee’s attendance record:

10.2.1.1 Absences of Less Than 5 Days. Any absence taken with less than 48 hours advance notice.

10.2.1.2 Absences of 5 Days or Longer. Any absence taken with less than 14 days advance notice.

10.2.2 Maximum PTO Accrual. PTO hours continue to accrue until the employee’s PTO balance reaches 150% of the employee’s annual accrual (1.5 times the annual accrual rate). Once PTO balance falls below 150% of the employee’s annual accrual, the accrual of PTO hours would resume.

10.3 Eligibility. All regular employees shall accrue hours under the Paid Time Off Plan from their date of employment or date of transfer to the Paid Time Off Plan. Paid Time Off accrual hours may be used as accrued.

10.4 Accrual Schedule. The combined accrual schedule is as follows and will be effective 1-4-09:

Completion of	Full-Time/pay period	Part-Time
1-2 years	4.92 hours	.0615 hrs/hr
3 years	5.544 hours	.0693 hrs/hr
4-5 years	7.367 hours	.0922 hrs/hr
6-7 years	7.696 hours	.0962 hrs/hr
8-9 years	8.000 hours	.1000 hrs/hr
10-11 years	8.304 hours	.1038 hrs/hr
12+ years	8.92 hours	.1115 hrs/hr

10.5 Use of Paid Time Off Accrued Hours. Paid Time Off hours may be taken in hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences. Each department's established Paid Time Off rules as well as the provisions of Article 10 of this Agreement shall apply regarding advance notice, supervisory approval, scheduling requirements and minimum increments to be taken.

10.6 Vacation Scheduling. The vacation year shall be based upon an employee's anniversary date. Employees may schedule and take PTO as vacation to the extent it has been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the department and the continuity of patient care. The Employer will make a good faith effort to secure adequate staffing to provide improved vacation scheduling opportunities.

PTO that has been scheduled and approved will not be cancelled under the following conditions:

- The employee had adequate PTO or could reasonably be expected to have accrued adequate PTO by the time that the time off is scheduled to occur.
- The employee's PTO hours have been impacted due to unforeseen illness or injury.
- The employee does not have any attendance/tardy-related discipline in the past 12 months.
- The employee is within 24 PTO hours of having enough PTO to cover the scheduled time off.
- Time off for hourly employees that is not covered by PTO will be unpaid (LNP = Leave no Pay and no benefits accrue). This time off is a max of 24 hours (prorated for FTE) that may only be used in one instance per year and the hours may not be split up amongst multiple occasions. The employee may not choose to use unpaid time instead of available PTO. The LNP time under this circumstance will not count as an occurrence for attendance tracking purposes and is subject to manager approval.
- Unforeseen situations such as emergencies, catastrophic conditions and the like may necessitate scheduled PTO to be cancelled.

10.7 Transfer of Unused Paid Time Off. During the Open Enrollment Period, employees may elect to transfer up to 48 hours into their Extended Illness Bank (EIB) account at 100% value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under 80 hours.

In order to exercise this election, eligible employees must notify Human Resources within the Benefits Open Enrollment Period of their decision to transfer current year's accrual to EIB. The EIB hours will accumulate year-to-year to a maximum of 1,000 hours.

10.8 Extended Illness Bank (EIB). Employees shall accrue 48 hours per year (pro-rated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period or .023 hours per hour worked. The maximum accumulation to the EIB bank shall be 1000 hours.

EIB hours may be used in the event of an illness lasting longer than 16 consecutive scheduled work hours (pro-rated for part-time employees). The first 16 consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be deducted from the employee's PTO account; all subsequent hours of absence due to the same illness may be taken from the EIB. For example, an employee assigned a .5 FTE, may access EIB after the first 8 consecutive hours of schedule work are missed due to an illness. (.5 FTE x 16 work hours = 8

hours.) There are four exceptions for which EIB hours may be used for the first day of absence due to illness:

1. **Occupational Injury** -In the event an employee incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to his/her EIB accrual at the first day of absence due to the occupational injury if requested by the employee. Otherwise, employees may use PTO or have the time be unpaid.
2. **Relapse** - In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.
3. **Ten-Day Absence** - In the event an employee has an extended illness lasting ten (10) or more calendar days, the first 16 scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.
4. **Hospitalization** - In the event an employee is hospitalized overnight, the employee will have access to his/her EIB accrual at the first day of absence due to the hospitalization. Same day surgery, if requiring five or more days of recovery, may also be paid from the employee's EIB account.

10.9 Paid Time Off Compensation. Accrued Paid Time Off as appropriate shall be payable at the employee's regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of the employee or the employee's dependent child, spouse, parent, parent-in-law, or grandparent, pursuant to state law. Employees shall be required to notify the Employer at least two (2) hours in advance of the employee's scheduled shift if unable to report for duty on the first shift. Three (3) hours advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of Paid Time Off compensation for that day.

The Employer reserves the right to require reasonable proof of illness. Proven abuse of accrued Paid Time Off (i.e., a false claim of illness or other justification for an unscheduled absence) shall be grounds for discharge.

10.9.1. Accrued Paid Time Off shall not be payable on contractually designated or scheduled holiday.

10.9.2 Excessive Absenteeism. The Employer will change its attendance policy to read: Unscheduled time off is considered excessive if it occurs more than six times during a year or for more than 3% of the employee's work time.

10.10 Medical Appointments. Employees will be expected to schedule medical/dental appointments and/or treatments during non-working hours. Paid release time will be allowed for medical/dental appointments and/or treatments an employee is unable to schedule during non-work hours. Up to four (4) hours per calendar year may be included as release time, to be paid only when a minimum of three (3) days advance notice is received and the absence is approved by management. Release time for medical appointments and/or treatments is subject to supervisory approval based upon patient care considerations and departmental needs. Medical appointment

time will be taken in at least one hour blocks of time. These four hours will not be considered occurrences for attendance purposes.

10.11 On-The-Job Injury. Accrued Paid Time Off may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 12.6 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Leave Requests. All leaves of absence shall be requested from the Employer in writing as far in advance as possible stating the amount of time requested. A written reply will be given by the Employer in response to the request. Leaves of absence for the purpose of extending vacations shall be entirely at the convenience of the Employer. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Temporary employees shall not be eligible for any leave of absence.

11.2 Maintenance of Seniority. Leave with pay or for industrial injury will not alter an employee's seniority or anniversary date. Leave without pay for less than thirty (30) consecutive calendar days shall not alter any regular employee's anniversary date of employment. Employee-initiated leave without pay for up to four (4) days (32 hours) per calendar year shall not alter the amount of PTO which would otherwise have been earned.

11.3 Return from Leave. A leave of absence will guarantee an employee the first available position for which the employee is qualified if the employee reports back to the Employer on or before the expiration of the leave. Advance written notification to the Employer shall be required two (2) weeks prior to the date of return.

11.4 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without loss of accrued benefits. After one year of regular employment, a regular employee called for temporary reserve duty will be paid the difference between the pay they receive for such service and the amount of straight time earnings lost by reason of such service up to a maximum of eighty (80) hours. In order to be eligible for payments under this provision, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of military pay received.

A regular employee who is inducted, enlists or is otherwise called to service in the United States Armed Forces shall be granted active duty military leave without pay, with re-employment rights as governed by federal and state law.

11.5 Health Leave. After one (1) year of continuous employment, permission shall be granted for leave of absence for health reasons including disability because of pregnancy or childbirth without loss of accrued benefits. Exceptions may be considered for emergency medical conditions. A leave of absence begins on the date of first absence from work. Accrued EIB for the period of temporary disability shall be used during this period. If accrued EIB is exhausted prior to the end of the leave, any accrued PTO shall then be used, except that an employee may elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of PTO. An employee on a leave of absence for health reasons not exceeding twelve (12) weeks shall be entitled to return to her/his prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is

qualified. Such leave shall not exceed six (6) months. The one (1) year service requirement shall not apply to health leave for temporary disability due to pregnancy or childbirth.

The Employer will use reasonable efforts to staff the vacant position created by the leave of absence on a temporary basis for the period of the employee's health leave, subject to patient care considerations and departmental needs.

11.6 Family Leave. 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 one thousand two hundred fifty (1250) hours during previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave in a twelve (12) month period 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 (it being understood that hours worked includes all "low census hours" and all hours for which the employee was on unpaid union leave. 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, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave time for which the employee is eligible during family leave, except that an employee may reserve up to eighty (80) hours (prorated for part-time employees) of PTO. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

11.7 Dependant 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 or for the care of a dependent parent, spouse or domestic partner (spousal equivalent) of the employee for conditions other than those set forth in Article 11.6 (Family Leave). Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he/she is qualified. Such leave shall not exceed one (1) year.

11.8 Jury Duty. Regular full-time employees who are called to serve on jury duty shall be compensated by the Employer for their scheduled days of work that the employee is required to report for jury duty. (Employees who are scheduled to work night or evening shift shall be switched to a day shift for a jury duty day) Employees called to jury duty who intend to serve will notify the Employer at least three (3) weeks in advance of their jury service or the employee may not be paid for the time they are required to report for jury duty.

11.9 Bereavement Leave. A regular employee shall be allowed a maximum of three (3) days off with pay by reason of a death in the employee's immediate family. The term "immediate family" includes spouse, domestic partner (spousal equivalent), mother, father, step-parents, son, daughter, step-children, sister, brother, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grandparents or grandchildren. One additional day off with pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend the funeral. This benefit shall be prorated for regular part-time employees. Regular part-time employees may not take bereavement leave for days on which they were not regularly scheduled to work.

11.10 Professional Leave. After completion of one (1) year of continuous regular employment, employees shall be eligible for professional leave. The Employer will allow at its discretion, leave with pay up to three (3) days a year to attend meetings of the professional association(s) and/or to sit for a professional certification examination. Such leave shall be subject to scheduling and budgetary limitations of the Employer.

11.11 Post-Graduate Leave. After six (6) months of continuous regular employment, employees shall be allowed up to forty- (40) hours post-graduate leave/time per year per 1.0 FTE. Post-graduate time pro rated for non-exempt employees to FTE shall be paid at straight time when taken on a scheduled day off. Such leave/time shall be subject to the scheduling requirements of the Employer, approval by the Employer of the subject matter to be studied, and certification of attendance and/or completion of the course. Employees who take post-graduate time on a scheduled day off may have the option to adjust their schedules for an equal amount of time off within thirty (30) days. Paid post-graduate time taken on a scheduled day off shall not be included as time worked for the purposes of benefit accrual or overtime

The Employer will make available continuing education funds, the purpose of which will be to assist in the payment of continuing education course fees, certification exams, and directly related expenses, texts and educational tapes. Such assistance shall be subject to approval by the Employer of the subject matter to be studied and certification of attendance and/or completion of the course.

The Conference Committee under Article 14.1 will serve as a mechanism to assure employee input into policies and guidelines regarding fund disbursement. Employees will be eligible for reimbursement up to \$1000 per year per 1.0 FTE. Unexpended budgetary amounts in any one-year will not be carried over to the following year. When an employee is required to attend an education function by the Employer as a condition of employment, all expenses of this function shall be paid in full by the Employer.

11.12 Sabbatical. An individual who has been a regular active social worker for five (5) years or more shall be eligible for sabbatical leave. Sabbatical leave may be taken for the purpose of furthering an individual's professional capacity and enhancing his/her value to the Social Worker staff. Applications for sabbatical leave shall be presented to the employee's immediate supervisor. The scheduling and authorization to take such leave shall be determined solely by the Employer. Arrangements which are satisfactory to the Employer must be made for coverage or replacement of the staff member's services while the staff member is on sabbatical leave. In no event shall such leave exceed 365 calendar days nor may such leave be taken more than once within each five consecutive years of employment. Such leave of absence will be without pay but will not cause loss of accrued PTO time or loss of job seniority. Employees returning from a sabbatical leave of no more than six months will be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which the employee is qualified.

ARTICLE 12 - MEDICAL, DENTAL, LIFE INSURANCE AND RETIREMENT

12.1 Health Insurance. The Employer shall provide its generally applicable medical, surgical and hospital services coverage for all eligible regular full-time and part-time employees effective the first of the month following two months of continuous eligible employment. Medical, surgical and hospital services coverage shall be provided to employees assigned an FTE of .5 or greater. As

an exception to this Article, employees enrolled in the medical plan as of January 22, 2005 who are .26-.49 FTE shall not lose eligibility for coverage during the term of this agreement. Provided however, that if such an employee's FTE subsequently increases to .5 or above, the employee will become ineligible for coverage if his/her FTE later drops back below .5 FTE. The Employer shall provide dependent coverage for regular employees assigned a .75 or more FTE status

12.2 Medical plan description. Effective April 1, 2005, employees and their covered dependents will pay \$15 for each outpatient visit (excluding preventive care visits), \$15 (or the actual price if it is less) for each prescription or refill (with mail order incentive of three months for the price of two) and \$75 per emergency room visit that does not result in hospitalization. Employees shall also pay hospitalization co-payments of \$100 per day, subject to a maximum of \$300 per year. Total out-of-pocket expenses (excluding prescription drugs) shall be \$1,000 per person/ 2,000 per family per year.

Effective January 1, 2006, Group Health will provide the following vision benefit to all staff and eligible dependents enrolled in the medical plan: Optical/Lenses and Frames – eyeglass frames, lenses, lens options, such as tinting or prescription contact lenses, contact lens evaluations and examinations associated with their fitting are covered up to \$150 per 12 month period per member,

12.3 Employee premium sharing. Enrolled employees shall pay the following monthly premiums for coverage in the Employer Medical Plan (one-half of the monthly amount deducted per pay period): Applicable rates for June 2009 and beyond will be determined in the All Union Benefits Coalition Committee.

Effective	Individual only	Individual & spouse/partner OR Individual & children	Individual & full family
June 2008	\$15	\$40	\$70

The Employer agrees not to reduce the current level of medical, surgical, and hospital services coverage for medical insurance under this article during the term of this Agreement. This commitment shall include the conditions of co-payment and deductible. This commitment shall not apply to administrative (non-benefit) changes that may occur to the Plan.

12.4 Self Referred Care. Self referred care from non-Group Health mental health services (from master's level therapist, psychiatrist, clinical psychologist, or behavioral health care coordinator) for regular employees shall be equivalent to the coverage specified in the Group Health Employee Medical Coverage Agreement. Payment shall be subject to any fee schedule for non-Group Health providers as may be established from time to time and shall be made in a manner, which ensures the employee's confidentiality. The level of benefits will not be decreased during the term of this Agreement.

12.5 Dental Insurance. The Employer shall provide a dental plan for all regular full-time and regular part-time employees assigned at least a .5 FTE subject to the conditions set forth in the plan and the employee's agreement to make the required contribution. Employees shall be eligible for dental coverage the first of the month following two (2) months of regular employment. The Employer shall provide dental coverage for dependents of regular employees assigned a .75 or more FTE.

Group Health will maintain its current level of monthly contribution at \$15.49 for employee only; 33.62 for employee + spouse; \$27.70 employee + children; and \$43.62 for family, with the

remainder of the premium as may be calculated annually by the insurer to be paid by the employee.

12.6 Worker's Compensation. The Employer will provide Workers' Compensation Insurance for all employees. The employee's portion of the Supplemental Pension Fund will be payroll deducted, effective when administratively feasible.

Upon completion of eighteen (18) months of employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive employer-paid medical coverage for themselves and their dependents for a period of up to six (6) months.

12.7 Life Insurance. After one year of continuous employment, regular employees assigned a .75 FTE or more will be provided \$10,000 of group life insurance during the term of this Agreement, subject to the specific terms, conditions and eligibility requirements of the plan. The employee will have the option of purchasing supplemental coverage as may be available under the Plan.

12.8 Retirement Plans.

- a. For all employees covered by this Agreement, the Employer will continue to offer its 403(b)(7) Custodial Plan for employee voluntary pre-tax contributions. In addition, effective the first full pay period in 2010, the Employer will match 50 percent of the first 4 percent of pay that employees defer into their account. These matching contributions will vest immediately.
- b. For EW/NI employees, the Employer will continue in full force and effect it's Defined Contribution Employee Retirement Plan (6.3% of eligible compensation including overtime). The Employer agrees not to reduce the current level of contributions during the term of this Agreement. This commitment does not apply to administrative changes that may occur to the plan.
- c. For WWA employees hired prior to July 1, 2009 not participating in the Defined Benefit Plan, the Employer will provide a one-time choice to elect to participate in the Defined Benefit Plan. The election to participate in the Defined Benefit Plan will require the employee to authorize a two percent (2%) deduction from post-tax wages that will be deposited into the Group Health Retirement Income Credit Plan. This deduction is not eligible for a match from the Employer. Current employees must make this election on or before June 30, 2009. After that date, current employees who have not selected the Defined Benefit Plan will be enrolled in the Defined Contribution Plan.
- d. Employees who are currently participating in or who have made an election to participate in the Defined Benefit Plan may not change to the Defined Contribution Plan during their employment with Group Health and the mandatory 2% contribution will become a post-tax deduction to the Group Health Retirement Income Credit Plan effective in July, 2009.
- e. For WWA employees that are hired on or after 7-1-2009, the Employer will provide a one-time choice to participate in the Defined Contribution Employee Retirement Plan or the Defined Benefit Plan. This choice will occur at the time the employee is hired. If the Defined Benefit Plan is selected, the employee's participation will begin during the first enrollment period following eligibility. The election to participate in the Defined Benefit Plan will require the employee to authorize a two percent (2%) deduction from

post-tax wages that will be deposited into the Group Health Retirement Income Credit.

- f. The Employer agrees not to reduce the current level of retirement benefit defined in the Defined Benefit Plan during the term of this Agreement. This commitment does not apply to administrative (non-benefit) changes that may occur to the plan.

12.9 Retiree Medical Coverage.

- a. The Employer will offer its Retiree Medical Plan coverage for eligible employees and their spouses subject to the conditions set forth in the plan in effect as of January 1, 2008. The Employer will discontinue its subsidy of the Retiree Medical Plan premium for employees retiring on or after 12-31-2009. The premium for the coverage will be 100% paid by the employee for employees retiring on or after 12-31-2009. For those employees who retired on or before 12-30-2009, the Employer's Retiree Medical premium subsidy will continue at the rate in effect at the time of their retirement. The retiree medical plans in existence as of the date of this agreement will continue in effect during the term of this agreement.
- b. **Continued Coverage.** Employees who retire before age 65 and continue medical coverage by utilizing COBRA will be eligible to participate in a Group Health individual plan without medical screening if they have exhausted their COBRA coverage.
- c. **One-Time Transition Payment.** For those employees who are actively employed on 12-31-2009, have completed at least one year of continuous service at .75 FTE or above that qualified for the retiree medical (during or before 2009), or have worked at least 1000 hours for Group Health in 2009, and who have not previously left Group Health employment after having qualified for the Employer-subsidized Retiree Medical benefit, the Employer will make a special one-time transition contribution into the Employer-sponsored 403(b)(7) Custodial Plan. The contribution will be deposited into eligible employee accounts by March 31, 2010. If an employee does not have an account, one will be set-up. This one-time transition payment will be calculated according to the attached schedule and is limited to a maximum total payout of five million, seven hundred forty thousand dollars (\$5,740,000.00).

12.9.1 Advance Notice Incentive. All retirement eligible employees who provide notice in 2009 of their intent to retire on or before December 30, 2009 will be provided with additional PTO according to the following schedule:

- 3 to less than 9 months advance notice of retirement = 10 days of extra PTO
- 9 or more months advance notice of retirement = 15 days of extra PTO

The extra PTO may be provided as a cash payment at the employee's current rate of pay at the time of retirement, minus standard deductions. This provision expires on December 31, 2009.

12.10 Professional Liability. The Employer will provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

12.11 Long Term Disability. The Employer shall provide its currently available long-term disability insurance for each employee assigned a .75 FTE or more, subject to the terms and conditions in the plan and the employee's agreement to make the required contribution.

12.12 Unemployment. All employees covered under this Agreement shall be provided coverage under the Washington State Unemployment Compensation Act.

ARTICLE 13 - SENIORITY – LAYOFF - RECALL

13.1. Seniority shall mean an employee's continuous length of service with the Employer from most recent date of regular hire. Seniority benefits shall not apply to an employee until completion of the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire.

13.2. Seniority shall be the determining factor in regular job openings where such factors as skill, competence and ability are substantially equal. Continuity of patient care shall also be a determining factor. The Employer shall be the sole judge as to the qualifications and competence of its employees, as well as to the needs of patient care, but such judgment shall be fairly and reasonably exercised.

13.3. In the event a permanent or prolonged reduction in the number of employees in a classification is required at any department or facility, the Employer will first determine the functions and skill, competency and ability requirements of the position to be retained. Positions to be retained shall be defined with both administrative and clinical input. Where skills, competency and ability are substantially equal in the judgment of the Employer in light of the required qualifications for the positions to be retained, the employees in the affected classification at that department or facility with the least amount of seniority shall be the first to be laid off.

Upon request, the parties will meet for purposes of discussing implementation of the layoff. Prior to issuing a formal notice of a layoff, hiring into all vacant positions in western Washington (or EW/NI if applicable) facilities will cease.

13.4 Seniority Tie. In the event two or more seniority dates are tied, the relative order of priority will be determined by the date an employee's application or transfer form was received for the position on which the employees' seniority is based. The employee with the earliest date of receipt on the application/transfer form will have first priority within the group. In the event one or more employees do not have a date stamped application/transfer form, the last four digits of the employees' social security number will be added up with the highest number receiving first priority and so on.

13.5 "Qualified". The term "qualified" as used in this Agreement shall mean the employee's qualifications to efficiently and effectively perform the required work. In determining whether a person is qualified, the relative skill, competency and ability of the employee(s) will be criteria to be considered in the selection process.

13.6 Notice of layoff. Notice shall be given to employees as far in advance of the layoff as possible. Except in emergency conditions or unforeseeable conditions beyond the Employer's control, notice of a permanent or prolonged layoff shall be given to employees and the Association at least thirty (30) days in advance of the layoff.

13.7 Reduction in FTE. It is not Group Health's intent to reduce an employee's FTE for purposes of eliminating an employee's eligibility for medical coverage. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first ask for volunteers from the department/facility and

shift where changes are needed. When involuntary reductions are needed, the Employer will make a good faith effort to reduce the hours of the least senior person in the department or facility, subject to patient care needs, staffing considerations and hours of operation.

An employee subject to an involuntary reduction in their FTE resulting in a loss of employee or dependent medical insurance coverage will be placed on the recall roster for a period of twenty-four months subject to the requirements of Articles 13.8, 13.9, 13.14 and 13.15.

An employee who is assigned to a .5 or more FTE status whose hours are reduced more than .25 FTE shall have the following options:

- a. Retain the position with the reduction in FTE status. Any employee choosing this option may elect to be placed on the recall roster for a period of twenty-four (24) months. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.
- b. Reassignment to a vacant position for which the employee is qualified pursuant to Article 13.3.
- c. For WWA- In the event there is no comparable vacancy as defined in Article 13.17, assume the position of the least senior person in the job classification in WWA providing the employee is qualified pursuant to Article 13.3.
- d. For EW/NI- In the event there is no comparable vacancy as defined in Article 13.17, assume the position of the least senior person in the job classification in EW/NI providing the employee is qualified pursuant to Article 13.3.

The Employer will maintain dependent medical coverage for the first month in which an employee's dependents are no longer eligible as a result of an FTE reduction pursuant to this provision.

13.8 Involuntary Layoff Options. An employee subject to involuntary layoff will have the following options:

- a. The employee may choose any vacancy in the employee's job classification for which the employee is qualified.
- b. In the event there is no comparable vacancy for which the employee is qualified, and the employee does not fill any vacancy that is available, the employee may assume the position ("bump") of the least senior person in WWA (or EW/NI if applicable) in the same job classification, provided the employee is qualified.
- c. The employee may choose lay off with recall rights and involuntary layoff severance benefits. The involuntary severance package will include one (1) week of severance pay for every full year of service up to a maximum of twelve (12) weeks and three (3) months of medical coverage.

13.9. Any employee whose position has been "bumped" shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy. Employees whose position is assumed by a more senior employee subject to layoff shall be given at least ten (10) days notice in advance of the layoff, provided that the notice may be extended up to thirty (30) days if additional time is required in order to appropriately transition patient care as determined on a case by case basis by the manager in consultation with the employee.

13.10 Voluntary Layoff. Prior to the implementation of “bumping”, a voluntary layoff with severance benefits will be first offered to other employees in the job classification in the work unit, providing that the remaining employees are qualified to perform the required work. In the event more employees volunteer than needed, more senior employees will be accepted as volunteers, providing that the remaining employees are qualified to perform the required work. The voluntary severance package will include 2 weeks of severance pay for every full year of service up to a maximum of sixteen (16) weeks and one (1) year of medical coverage.

13.11 Layoff Assistance. In order to encourage and facilitate relocation from one work unit to another by those employees subject to layoff, Group Health may offer relocation assistance. When determined opportune, Group Health will rely on its then current policy for any relocation assistance the employer may choose to offer.

13.12 Termination of Seniority. Seniority shall terminate upon cessation of the regular employment relationship; for example, discharge, resignation, retirement, refusal to accept an offer of comparable employment upon recall, after twenty-four (24) consecutive months of layoff, failure to comply with specified recall procedures, or failure to return from a leave of absence on a timely basis unless the employee has arranged an acceptable extension of the return date.

13.13 Seniority Roster. In the event of a layoff, a seniority roster will be available through the Human Resources Department.

13.14 Recall Procedure. Employees who have been laid off pursuant to Article 13.3 shall be subject to recall for regular job openings in their former classification for which they are qualified in the inverse order of seniority prior to any job posting. An employee placed on the recall roster shall provide and keep updated while on the recall roster a current address and telephone number where the employee can be reached, including an alternative phone number where the employee can be reached within two business days in the event the employee will be out of the area.

Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Final notice of recall to an employee who has been laid off and failed to respond to reasonable attempts to be reached by telephone or regular mail shall be made by certified mail or receipted telegram to the last known address of the employee. Refusal to accept recall to a comparable job vacancy will result in termination.

Employees on the recall roster remain eligible to attend any Group Health-sponsored continuing education activities at the employee tuition rate.

13.15 Statements of Continued Interest. Employees who have been on layoff for six (6) months or more must submit to the Employer a written statement indicating a continuing interest in employment that is received by the first business day of the seventh (7th) month and on a monthly basis thereafter. If the employee fails to meet this requirement by the first business day of each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

Employees may voluntarily enter into a written agreement with the Employer to waive recall to those types of non-comparable vacant positions as specified in writing by the employee. The employee may change or cancel any such waiver by providing the Employer with appropriate written notice on the designated form available from the Human Resources Department. Any changes or cancellation of waiver is effective only upon receipt by the Employer as to those positions still available for recall.

13.16 Temporary Work. Preference will be given to regular part-time employees who are qualified in filling temporary openings subject to the requirements for all temporary employees at the facility. Employees desiring temporary work shall be responsible for contacting the facility where they desire temporary work to indicate the employee's interest and availability. Employees on layoff who are qualified shall be given preference over other regular employees in filling temporary job openings. Acceptance of temporary work will not affect employee's recall rights.

13.17 Comparable Job Vacancy. The term comparable as used in this Agreement is intended to mean:

1. Same rate of pay and FTE;
2. Similar hours of work;
3. Same job classification;
4. Similar geographic locations:
 - a. Burien, Renton, AOC
 - b. Downtown, Central Hospital, Central Specialty Center, Home Health and Hospice Central, Family Health Care, Family Practice Residency, Seattle BHS Central, Rainier, Northgate
 - c. Olympia
 - d. Bellevue Medical Center, Redmond, , Renton, Factoria
 - e. Tacoma Medical Center, Tacoma Specialty Center, Tacoma BHS, Tacoma South, Tacoma Home Health and Hospice, Federal Way, Kent, Puyallup
 - f. Everett, Northshore, Lynnwood
 - g. Port Orchard, Silverdale, Bremerton, and Poulsbo
 - h. EW/NI

ARTICLE 14 - COMMITTEES

14.1 Joint Conference Committee. Group Health and the Association members share a mutual objective in providing the public with the highest quality of professional services. Group Health and the Association members recognize the importance of employee input into the decisions affecting the provisions of these services in achieving this objective. In pursuit of this common objective, the Employer and the Association shall establish a Conference Committee to address professional practice issues and other mutual concerns, including staffing, productivity, case loads and Continuing Education.

The purpose of the Conference Committee shall be to foster improved communications between the Employer and employees and to provide a primary forum for timely employee input into the management decision-making process related to important professional practice issues, such as productivity standards, revisions to a performance appraisal tool/process, licensing and certification requirements or statutes directly related to the quality of services.

Issues of mutual concern and any workplace problems regarding issues (i.e., decisions impacting the practice of social workers, master-level psychotherapists, examining psychologist(s), and behavioral

health care coordinators) will be referred to and discussed by the Conference Committee consistent with any procedures and decision-making process that may be established by the Committee. In support of the Conference Committee objectives, both Employer and employee representatives shall endeavor to provide timely information to the Conference Committee on important professional practice issues being addressed within different departments. The Committee will work to resolve any issues over contractual issues; however, they may be pursued through the grievance procedures.

While the function of the committee shall be limited to an advisory rather than a decision-making capacity, the committee shall use an interest based process to come to recommendations to be implemented by management. The committee shall consist of not more than five (5) representatives of the Employer and five (5) representatives of the employees. One (1) EW/NI representative may participate in the Committee as issues arise. Meetings shall be scheduled at least quarterly or at such intervals as mutually agreed upon and may be canceled by mutual agreement. The committee shall be limited to committee members and individuals invited at the request of the entire committee. Hours spent in attendance at the Conference Committee shall be paid for by the Employer. Minutes of the meetings shall be kept and made available to both parties.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

The Employer shall form a Health and Safety Committee composed of employee and Employer representatives. The purpose of the Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees. The committee shall allow for proportionate membership representation of employee groups. Broad-based and persistent health and safety concerns of individual employees or employee groups can be addressed to the Committee if they have not been adequately responded to at the facility or unit level.

The employee's Safety and Health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and the International Union, National Union, Local Union, Union Safety and Health Committee, and their officers, employees and agents shall not be liable for any work-connected injuries, disabilities, or diseases which may be incurred by Employees.

The Employer shall provide adequate orientation, training and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs. Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar detection device. The Employer will maintain records of employee exposure.

ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. The Employer and the Union endorse the general proposition that, whenever possible, grievances, complaints and other disputes shall be resolved at the lowest possible level of authority, and specifically directly among the employee, the delegate and the immediate supervisor wherever possible. Both parties will extend efforts to establish a working relationship

between the delegates and immediate supervisors. If any such grievance arises, including but not limited to a grievance concerning a discharge or a substantially excessive continuous workload, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

Step I: Immediate Supervisor or Department Head.

The employee (and the Delegate, if requested by the employee) shall present the grievance in writing to the immediate supervisor or department head within fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance and the parties shall attempt to resolve the problem immediately. A Step I meeting shall be held within ten (10) calendar days of receipt of the grievance. The immediate supervisor or department head shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step II: Next Level of Supervision.

If the matter is not resolved to the employee's satisfaction in Step I, the employee (and the Delegate if requested by the employee) shall present the grievance to the next level of supervision within fourteen (14) calendar days of the immediate supervisor's decision. A Step II meeting shall be held within ten (10) calendar days of receipt of the request for Step II. This individual shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step III: Labor Relations.

If the matter is not resolved to the union's satisfaction in Step II, the Delegate (and the employee if requested) shall present the grievance to Labor Relations within fourteen (14) calendar days of the Step II decision. A Step III meeting shall be held within ten (10) calendar days of receipt of the request for Step III. Labor Relations shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step IV: Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Employer or Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the response from Labor Relations. A list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall there upon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half ($\frac{1}{2}$) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 17 - UNINTERRUPTED PATIENT CARE

This clause is included in recognition of the mutual responsibility of the Association and the Employer for continuity of patient care. For the duration of the Agreement, the Association and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid others in any strike, sympathy strike, walkout, picketing, boycott, slowdown or stoppage of work or any other interference whatever with the efficient operation and conduct of the Employer's place of business. The Employer agrees that during this same period there shall be no lockouts nor shall employees be required to perform other than usual duties.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Unlawful provisions. This Agreement shall be subject to all present and future applicable federal and state laws, executed orders of the President of the United States or the Governor of the State of Washington, and Idaho if applicable, 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 the Association shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

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

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would deny members of the bargaining unit, practices or benefits enjoyed by the majority of other employees. The Employer will communicate any changes in past practices to the staff in advance of the change.

18.4 Conclusion of Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the Employer and the Association, 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 referred to 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 19 — TERM OF AGREEMENT

This Agreement shall be effective as of October 23, 2008 and shall continue in full force and effect through October 31, 2011, and shall continue in effect from year to year thereafter, unless written notice of desire to amend or terminate the Agreement is served by either party by certified mail upon the other no more than one hundred twenty (120) days and no less than ninety (90) days prior to date of expiration.

If written notice to amend or terminate is timely given, then this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon or until the date of expiration of the Agreement, whichever is earlier.

In the event of inadvertent failure by either party to give the notice set forth in this Article, such party may give notice of desire to terminate at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this paragraph, the expiration date of this contract shall be the ninetieth (90th) day following such notice.

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

GROUP HEALTH

SEIU HEALTHCARE 1199NW

Michael Harrington
Director of Labor Relations

Diane Sosne
President

Caroline Keyser
Labor Relations

Chris Barton
Secretary/Treasurer

Jenny Odsather
Labor Relations

Jason Klumb
Lead Organizer

Vanessa Arpin
Organizer

Kent Tse
Organizer

ARTICLE 20- ADDENDUMS

1. **Non-Exempt Staff.** The following employees are classified as hourly staff, and shall be paid on an hourly basis:
 - a) All bargaining unit employees assigned a temporary part-time position.
 - b) All bargaining unit employees assigned an FTE that does not satisfy the salary basis test under the Fair Labor Standards Act (FLSA) (currently less than .50 FTE).
 - c) WWA Medical social workers assigned to urgent care unit at Central and Bellevue.
2. **Flexible spending accounts.** This is to acknowledge that Group Health offers all employees the opportunity to reduce taxes through flexible spending accounts (FSA) for health care and/or dependent care expenses and pre-tax medical/dental insurance premiums.
3. **Regarding Chemically Impaired Employees.** The Employer and the Union recognize that alcoholism and chemical dependency are acknowledged to be chronic, treatable medical conditions. The Employer and the Union support efforts, which will enable the chemically impaired employee to remain in professional practice so long as performance expectations are maintained. In recognition of this mutual interest the Employer and the Union support such efforts as: Identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance. Participation in programs and services through which employees may seek confidential assistance and treatment in the resolution of chemical dependency problems. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for their job performance and compliance with the Employer's policies and procedures and improvement of any unsatisfactory performance.
4. **Student Placement.** Upon request by the employee, the Employer agrees to jointly review the workload of an employee who accepts some formal responsibility for a student placement taking into account the program requirements of the placing organization and the educational needs of the student as well as consumer service needs.
5. **Regarding employee safety concerns.** The Employer and Association mutually recognize the importance of taking affirmative steps to address employee concerns about personal safety and security at the worksite. To support this objective, each department will review at least annually employee concerns about safety and security through staff meetings and identify steps to be implemented to respond to these concerns including review of escort service, safety procedures, expectations, policies and procedures for dealing with potentially harmful and/or threatening clients and training for those who may be called upon to assist in responding to such clients.
6. **Domestic Partner.** Domestic partners will be included in dependent coverage for employees assigned a .75 or more FTE status. The term "domestic partner" as used throughout this Agreement will be as defined in the Group Health affidavit of marriage/domestic partnership. The definition of "son and daughter" as used in Article 11.6

shall include the child of the employee over the age of 18 years but who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan.

7. **Examining Psychologist**. In the event Group Health decides to re-establish the position of examining psychologist it will notify the union to negotiate a pay rate and working conditions.
8. **Mental Health Certification**. It is a job requirement of all Masters Level Therapists, Behavioral Health Care Coordinators, to hold a Washington State Mental Health certification, with the understanding that newly hired Masters Level Therapists and Behavioral Health Care Coordinators who do not hold Washington State Mental Health certification, are required to obtain such by their third anniversary date with Group Health, as a condition of continued employment.
9. **State Licensure**. When Group Health requires more than one state mental health license, the second and any subsequent license will be paid by the Employer.
10. **Group Health-Union leadership meetings on health care policy**. The parties recognize that decisions made by elected officials and policy makers in Olympia and Washington, DC have an enormous impact on the financing of care and how care is delivered at Group Health. The parties further agree that the most effective way to advocate for a better health care system is to work in partnership on issues of common concern. Group Health Senior Leadership and SEIU Healthcare 1199NW Leadership agree to meet on a semi-annual basis to discuss health care policy issues and to determine if there is interest to develop joint action plans on any issues of common concern. If so, these issues will be referred to the Joint Conference Committee for specific planning and implementation.
11. **PTO Advisory/Evaluation Committee**. An ad hoc labor management committee, advisory to Group Health administration, will convene for a maximum of three meetings. This committee will be established to monitor the use of Unscheduled Time Off as a percentage of total Paid Time Off. The committee will include up to four (4) SEIU represented employee selected by the Union, and up to four (4) Group Health managers. The purpose of the committee will be to provide mutually agreeable suggestions about PTO and maintaining a predictable and engaged workforce. The areas the committee will study may include the following:
 - a. What is the impact on the number of unscheduled absences?
 - b. What is the demonstrated impact on staffing predictability?
 - c. What is the impact to staff replacement cost?
 - d. What is the change in the number of days employees utilize for vacation?
 - e. Is there a demonstrated increase in the number of employees reporting to work with illness or injuries?

The evaluation will be conducted during the term of this Agreement. The committee will collect and analyze the results and provide a documented report of their findings, conclusions and recommendations to the vice president of Human Resources.

12. **New PTO accrual chart**. The PTO accrual chart referenced in this contract will become effective 1-4-2009. From this date forward, all new hires will be placed on the accrual schedule found in this agreement. Current employees shall be placed on the new schedule

to match their years of service, but no current employee shall suffer a reduction in accrual if their previous accrual rate was more advantageous.

13. **Steering Committee.** Within thirty (30) days of the signing of the new 2008 collective bargaining agreements (CBAs), the parties will establish a Steering Committee consisting of GH President and CEO Scott Armstrong and Senior level staff along with SEIU Healthcare 1199NW President Diane Sosne and Senior Union leadership to meet for the purpose of developing the joint work to be conducted by the Steering Committee. The first tasks of the Steering Committee will be to identify areas of mutual interest to the parties, determine what the goals and scope of the Steering Committee are, establish a decision making process, introduce reporting out of the committees work, set the meeting agendas and location, and determine what, if any, training is needed. The Steering Committee shall meet quarterly for one year (or more often if mutually agreeable), discuss the progress of the group, and then decide if/how future work should be organized. The Steering Committee shall not engage in collective bargaining nor shall it supplant or duplicate the 2008 contract negotiations. The parties may employ the services of a neutral consultant/facilitator.

14. **Retiree Medical Payout Charts.**

TRANSITION PAYMENT SCHEDULE

Chart 1 At 12-31-2009, qualified for Retiree Medical (WWA 55&12 or EWA) and no active medical coverage of spouse	
age	payout amount
72	\$14,954
71	\$14,954
70	\$14,954
69	\$14,954
68	\$14,954
67	\$14,954
66	\$14,954
65	\$14,954
64	\$14,141
63	\$13,372
62	\$12,645
61	\$11,957
60	\$11,307
59	\$10,692
58	\$10,111
57	\$9,561
56	\$9,041
55	\$8,550

Chart 2
At 12-31-2009, qualified for Retiree Medical (WWA 55&12 or EWA) and active medical coverage of spouse

age	payout amount
72	\$26,169
71	\$26,169
70	\$26,169
69	\$26,169
68	\$26,169
67	\$26,169
66	\$26,169
65	\$26,169
64	\$21,211
63	\$20,058
62	\$18,967
61	\$17,936
60	\$16,961
59	\$13,365
58	\$12,639
57	\$11,951
56	\$11,302
55	\$10,687

Chart 3
Based on status at 12-31-2009, will potentially qualify for Retiree Medical (WWA 55&12 or EWA) within 10 years

age	payout amount
66	\$7,907
65	\$7,907
64	\$7,477
63	\$7,070
62	\$6,686
61	\$6,322
60	\$5,979
59	\$5,654
58	\$5,346
57	\$5,055
56	\$4,781

55	\$4,521
54	\$ 4,275
53	\$4,042
52	\$3,823
51	\$3,615
50	\$3,418
49	\$ 3,232
48	\$3,057
47	\$2,890
46	\$2,733
45	\$2,585

Chart 4
Based on status at 12-31-2009, will potentially qualify for Retiree Medical (WWA Rule of 80) within 10 years

age	payout amount
68	\$7,477
67	\$7,477
66	\$7,477
65	\$7,477
64	\$7,070
63	\$6,686
62	\$6,322
61	\$5,979
60	\$5,654
59	\$5,346
58	\$5,055
57	\$4,781
56	\$4,521
55	\$4,275
54	\$4,042
53	\$3,823
52	\$3,615
51	\$3,418
50	\$3,232
49	\$3,057
48	\$2,890

Chart 5
Based on status at 12-31-2009, does not meet criteria of previous 4 charts but has at least 1 year of service that qualifies for Retiree Medical or has worked at least 1,000 hours in 2009.

years of eligible svc	payout amount
1 or more	\$100
None, but worked at least 1000 hours in 2009	\$100

INDEX

4/40-Staffing Pattern.....	
7/70 Registered Nurse Staffing Pattern.....	
Absences Of 5 Days Or Longer.....	
Absences Of Less Than 5 Days.....	
Accrual Schedule.....	
Alternative Staffing Addendum For After Hours Care At Community Health Services.....	
Alternative Work Schedule.....	
Alternative Work Schedules.....	
Bulletin Boards.....	
Callback Pay.....	
Certification Pay.....	
Change In Title.....	
Change To Temporary Status.....	
Changes In Writing.....	
Charge Nurse.....	
Charge Pay.....	
Community Health Nurse.....	
Comparable Employment.....	
Conclusion Of Bargaining.....	
Continuing Education Fund.....	
Contract Distribution.....	
Contracting Out.....	
Definition Of Fringe Benefits.....	
Definitions.....	
Dental Insurance.....	
Discipline/Discharge For Just Cause.....	
Doubleback Pay.....	
Dues Deduction.....	
Duration Of Recall Rights.....	
Educational/Professional Leave.....	
Eligibility.....	
Bereavement Leave.....	
Employee Participation In Union Activities.....	
Employee Premium Sharing.....	
Employee Rosters.....	
Extended Illness Bank (Eib).....	
Facility Use.....	
Family Leave.....	
Floating.....	
Full-Time Employee.....	
Grievance Defined.....	
Health Insurance.....	
Health Leave.....	
Hire-In Rates.....	
Holiday Dates.....	
Holiday Hours - Christmas And New Year's.....	
Holiday Observance.....	
Holidays.....	

Hospital/Community Health Services Low Census.....
Hospitalization.....
Hours At Risk.....
Hours Reduction.....
In-Service And Orientation.....
Job Postings.....
Joint Labor Management Committee.....
Jury Duty.....
Layoff.....
Layoff In Ambulatory Care.....
Life Insurance.....
Long-Term Disability.....
Low Census.....
Low Seniority Roster.....
Lpn Experience.....
Maintenance Of Seniority.....
Management Responsibilities.....
Meal And Rest Periods.....
Medical Appointment.....
Medical Plan Description.....
Membership.....
Military Leave.....
Multi-Unit Layoff/Merger.....
Multi-Unit Layoff/Unit Merger.....
Negotiations Release Time.....
New Classifications.....
Night Shift Holiday Pay.....
Nondiscrimination.....
Nondiscrimination Union Activities.....
Notice.....
Notice Of Resignation.....
Notice Of Termination.....
Nurse Practitioner.....
Nursing Practice Committees.....
Occupational Health And Safety.....
Occupational Injury.....
On-The-Job Injury.....
Order Of Recall.....
Overtime.....
Paid Educational/Professional Leave/Time.....
Paid Time Off Compensation.....
Past Practices.....
Pay For Holiday Not Worked.....
Pay For Holiday Worked.....
Performance Appraisals.....
Personnel Policies.....
Personnel Records.....
Possible Re-Location Assistance.....
Preceptor.....
Preceptor Pay.....
Probationary Employee.....
Promotions.....

Purpose - Paid Time Off.....
Qualified.....
Recall Roster.....
Recognition.....
Refusal Of Offer.....
Regular Part-Time Employee.....
Reinstatement.....
Relapse.....
Religious Objection.....
Report Pay.....
Resident Nurse.....
Rest Rooms.....
Retention Of Seniority.....
Retiree Medical Coverage.....
Retirement Plan.....
Return To Position.....
Rotation.....
Sabbatical Leave.....
Seniority Defined.....
Seniority Roster.....
Shift Differential.....
Single Unit Layoff.....
Single Unit Layoff And Reassignment In A Hospital.....
Special Service Premiums.....
Staff Nurse.....
Standby Pay.....
Statements Of Continued Interest.....
Supervisor Defined.....
Temporary Employees.....
Temporary Work.....
Ten-Day Absence.....
Termination.....
Transfer.....
Twelve (12) Hour Registered Nurse Staffing Pattern.....
Twelve Hours Off Duty.....
Twelve-Hour Innovative Weekend Schedule.....
Uninterrupted Patient Care.....
Union Access.....
Union Delegates.....
Unit-Wide Reassignment.....
Unit-Wide Reassignment.....
Unlawful Provisions.....
Unpaid Educational Leave.....
Unscheduled Absence.....
Use Of Paid Time Off Accrued Hours.....
Visiting Nurses.....
Voluntary Political Action Fund Deduction.....
Wage Schedule.....
Weekend Premium Pay.....
Weekend Work.....
Work Day.....
Work In Advance Of Shift.....

Work In Higher Position.....
Work On Day Off.....
Work Period.....
Work Schedule Posting.....
Work Unit.....
Work Unit Closure.....
Worker's Compensation.....