

COLLECTIVE BARGAINING AGREEMENT

By and Between

GROUP HEALTH

And

SEIU HEALTHCARE 1199NW

REGISTERED NURSES

October 23, 2008 through October 31, 2011

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October 23, 2008 through October 31, 2011

This Agreement is made and entered into by and between Group Health, hereinafter referred to as the "Employer," and SEIU Healthcare 1199NW, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages and salaries, hours of work and conditions of employment with the objective of improving the practice of nursing through the promotion of equitable employment standards.

ARTICLE 1 - RECOGNITION

1.1 Recognition. Pursuant to the National Labor Relations Board Certification dated May 26, 1983 (Case No. 19-RC-10700) and as subsequently agreed to by the parties in January 2005, the Employer recognizes the Union as the sole and exclusive representative for all Registered Nurses employed by the employer as Registered Nurses at all of the Employer's locations, including, but not limited to the following: staff nurse, visiting nurse, liaison nurse, nurse practitioner, consulting nurse, team/registered nurse, and registered nurse/oncology, employed by the Employer at the Employer's medical centers in Western Washington (WWA) and Eastern Washington/North Idaho (EW/NI), excluding nurses in supervisory and administrative/management positions and all other employees

1.2 New Classifications. New registered nurse job classifications established during the term of this Agreement shall be covered by this Agreement unless they are administrative/management or supervisory positions.

1.3 Supervisor Defined. The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

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. Membership 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, 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 send 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 supply 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 nurses using this voluntary deduction will be transmitted to the PAC Fund. The Union and each nurse 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 nurse.

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 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.

3.1.1 New Employee Orientation. Upon completion of the Employer's monthly orientation program, Group Health will make a conference room available for up to one-half (½) 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.

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 6.3 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. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations. Employees will work with their managers to arrange this time off. Unpaid release time to participate in this activity will accrue benefits.

3.7 Employee Participation in Union Activities. Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates and members of contract committees may use eight (8) hours per calendar year of their continuing education 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 Division yearly of the names of union officers, delegates and members of the contract committees in order for those individuals to be eligible to access their continuing education leave/time under this provision.

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 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.

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. The following employees will be subject to a three (3) calendar month probationary period: (1) employees hired to work on a full-time basis, and (2) employees hired to work on a part-time basis at a .5 FTE or more. Employees in the following categories shall be subject to a six (6) month probationary period: (1) employees hired to work on a part-time basis at less than a .5 FTE; (2) nurse practitioners; and (3) employees hired as resident nurses. After completing the applicable probationary period, the employee shall be considered regular unless specifically advised by the Employer of an extended probationary period. In no event shall the probationary period exceed six (6) months. Prior to extending the probationary period, the employee shall receive a written evaluation. 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 two (2) weeks 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 70 hours per 10 day period, or 36 hours per 3 day period schedules also constitute full time.

5.3 Regular Part-time Employee. A regular part time employee who is regularly scheduled on a regular basis to work less than forty (40) hours per week and who has successfully completed the required probationary period. All regular part-time employees shall receive salary increments. Unless otherwise provided for herein, a part-time employee shall be compensated in the same manner as a full time employee except that wages and benefits shall be prorated. Proration of Paid Time Off benefits shall be based on all straight-time hours paid in a regular job assignment. In lieu of all fringe benefits (see Section 5.11), a part-time nurse may elect a fifteen percent (15%) wage premium until March 31, 2009. Due to IRS regulations, after that date this option will no longer be available. Employees who are receiving the 15% wage premium as of March 31, 2009 may continue to receive the premium. However, when an employee who is receiving the premium elects to opt for benefits, the employee may not thereafter request the 15% wage premium.

Employees who are receiving the wage premium may elect to opt for benefits between the dates of July 1 through July 10 of every year or at the first of the month following an increase in the employee's FTE to .5 or greater from an FTE of .49 or less. Additionally, employees receiving the wage premium who thereafter opt for benefits will be able to receive medical coverage as of the first day of the month after opting for benefits. The 2 month waiting period will not apply.

5.4 Temporary Employees. 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 hired during the term of this Agreement shall be compensated at the salary step consistent with the hire-in rates set forth in Article 8.2. Temporary employees shall receive a fifteen- percent (15%) premium in lieu of all fringe benefits. Regular employees reclassified to temporary status shall retain their prior increment level for pay purposes plus fifteen percent (15%) premium in lieu of all fringe benefits. The fifteen percent (15%) premium shall be determined by computing fifteen percent (15%) of the employee's rate of pay. Temporary employees will not be regularly utilized to fill regular positions.

Length of service shall be a primary consideration when temporary employees apply for regular positions, providing skill, competence and ability are substantially equal to that of other applicants.

5.5 Resident Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months or a registered nurse who is returning to practice, with no current clinical training or experience in the opinion of Nursing Administration. A resident nurse shall be assigned under the close and direct supervision of designated preceptor(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended by mutual agreement between the Employer and individual nurse involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be promoted to the position of staff nurse.

5.6 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient in either inpatient or outpatient setting. An experienced registered nurse returning to practice who has recently satisfactorily completed a nursing refresher course approved by Nursing Administration shall be classified as a staff nurse for starting salary purposes.

5.7 Charge Nurse. A registered nurse who is assigned by Nursing Administration specific responsibilities for a designated time period in a defined work area within an acute or outpatient facility. The charge nurse functions under the direction of the nurse manager. These responsibilities may include but are not limited to facilitating information flow within the work unit and among departments; assisting in the orientation of new employees, serving as a resource for problem solving, policy, procedure, standards of care and quality assurance; assigning break and lunch coverage; assigning patient care based upon acuity; coordinating patient placement; and projecting staffing needs for the current/next shift. The charge nurse designation is appropriate when the nurse is assigned a substantial portion of these recognized responsibilities for groups of

patients.

5.8 Nurse Practitioner. A registered nurse with additional education or training in health care delivery possessing the skills and knowledge for diagnostic evaluation and treatment of patients. The practitioner functions in a collaborative relationship with other health care professionals in the clinical management of patients.

5.9 Visiting Nurse. A registered nurse with a baccalaureate degree or equivalent clinical experience, which has qualified the nurse to work as a community health/visiting nurse.

5.10 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching and communication skills who has completed the appropriate in-service program and is assigned by the Employer the responsibility for planning, organizing, and evaluating the orientation of newly hired registered nurses, newly transferred registered nurses and resident nurses. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific orientation period. Newly transferred experienced nurses may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility as determined by nursing management. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that registered nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process. This would include providing informational assistance, support and guidance to new nurses, floats, registry and ancillary personnel.

5.11 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 Union 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 Job Postings. When a regular job opening or vacancy occurs, notice of such position shall be posted on-line at ghc.org and the Human Resources Department. The Employer shall not fill the position during the seventy-two (72) hour period of posting excluding holidays and weekends. Applications for transfers to each specific posted position must be submitted to the Human Resources Department. Transfer from one shift to another on the same unit, or a change in job assignment within a department or facility shall be determined prior to any job postings.

6.3 Discipline/Discharge for Just Cause. Discipline/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.

While the provisions of this Article do not apply to temporary employees, in recognition of Group Health's desire to deal fairly with all employees, any temporary employee who is not performing satisfactorily will be notified by the immediate supervisor and may request a meeting with the immediate supervisor for purposes of discussing the employee's performance or other concerns affecting continued employment. A union delegate may be present if requested by the employee.

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.

6.4 Notice of Termination. Regular employees who have completed the required probationary period shall receive fourteen (14) days' notice of termination or pay in lieu thereof (prorated for part-time employees) including any accrued Paid Time Off pay, except in cases of discharge for just cause.

6.5 Notice of Resignation. Regular employees shall be required to give at least fourteen (14) days' written notice of resignation except that at least three (3) weeks' notice in writing shall be required of employees working alternative periods such as every other week or every other weekend. Failure to give such notice shall result in loss of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.6 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.

6.7 Performance Appraisals. All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is an educational tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including self-evaluation as well as co-worker input, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the nurse's personnel file.

6.8 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.

6.8.1 Payroll Error. Current guidelines provide for the payroll department to process individualized manual paychecks for requests of more than eight hours of pay, if the request is received in payroll by the Tuesday after pay day. If the amount of the error represents less than eight hours of pay and/or the payroll department does not receive the request until after Tuesday following payday, the adjustment will be processed on the next pay cycle.

6.9 In-service and Orientation. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the Nursing Practice Committees. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Hospitals. Participation in in-service education shall be one criteria used in performance evaluation.

6.10 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.

6.11 Floating. The Employer retains the right to change the employee's daily work assignment to meet patient care needs. Employees will not be required to perform tasks or procedures for which they have not been currently trained. Except in cases of emergency, employees will only be floated to those areas where they have received adequate orientation. Nursing managers in consultation with designated unit preceptors and staff nurses regularly assigned to the unit will develop unit specific orientation tools to be used by staff nurses floated to the unit. Except in cases of emergency, floating will be restricted to designate clinical groupings. Efforts shall be made to return a floated nurse to the nurse's regularly assigned unit rather than replace the nurse with another float.

6.12 Transfer. Nurses may transfer within Group Health without loss of accrued benefits provided for in this Agreement. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be a controlling consideration in the transfer and promotion to other positions within the bargaining unit.

A "transfer" shall be defined as an employee-initiated change in employment status, location or shift. Upon being selected for a new position, an employee shall be ineligible for other job openings for a period of six (6) months unless otherwise agreed to by the Employer. If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur.

6.13 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 and 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.

6.14 EW/NI- Dual Licensure. When Group Health requires more than one state RN license, the second and any subsequent license fees for such dual licensure will be paid by the Employer.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal workday shall consist of eight (8) hours work to be completed within eight and one-half (8½) or nine (9) consecutive hours. Group Health has a commitment to the eight (8) hour shift as the normal workday. Group Health will not involuntarily reduce an employee's workday to a shift of less than eight (8) hours duration for the primary purpose of achieving cost savings.

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 eighty (80) hours of work within a fourteen (14) day period in an inpatient setting.

7.3 Alternative Work Schedules. When mutually agreeable to the Employer and the

employee, a normal workday may consist of ten (10) hours when the workweek schedule is based on four (4) ten (10) hour days. Other alternative work schedules may be established by the Employer with the consent of the employee involved. Prior to implementation of the alternative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule.

Where work schedules other than the eight hour day work schedule are utilized, the Employer shall have the right to revert back to the eight hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after sixty (60) days advance notice to employees. Prior to implementation of a change in work schedule involving a unit or facility, the Employer will meet with the Union to discuss the contemplated change of schedule.

When mutually agreeable to the Employer and employee, the night shift work schedule may consist of nine (9) hours work to be completed within nine and one-half (9½) hours, and the work period to consist of thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours within a fourteen (14) day period. Employees working this schedule will accrue full-time benefits except that Paid Time Off will be prorated. Overtime shall be paid for all work in excess of nine (9) hours per shift or in excess of the normal work period of forty (40) or eighty (80) hours.

7.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal work day or normal work period; provided however, all additional overtime after twelve consecutive hours shall be paid at double (2X) the employee's regular rate of pay. The regular rate of pay shall include shift differential and any special service premium. Paid Time Off and all other categories of paid absences will be excluded as time worked from the determination of the obligation to pay overtime and the calculation of the overtime. The calculation of double-time will be on the same basis as overtime at time and a half, i.e., the obligation to pay double time shall be based on actual hours worked. Overtime worked consecutive to the regularly scheduled shift shall be considered part of the regularly scheduled shift. Upon the mutual consent of the employee and immediate supervisor, employees working a seven (7) day work period may schedule compensatory time off in lieu of receiving overtime pay providing the time off is scheduled during the same work week in which the overtime was worked. Compensatory time off will be scheduled off at the rate of time and one-half (1½) unless the schedule change is for the employee's convenience in which case compensatory time off will be at the straight time rate. Compensatory time off may be taken on a low census day. All overtime must be arranged by supervision.

Each department and/or unit shall establish procedures for the approval of overtime. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of a scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime will be paid to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half (1½) of the regular rate of pay which would result in compensation exceeding one and one-half for the same hours worked.

7.5 WWA Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off

duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at one and one-half (1½) times the regular rate of pay.

7.6 WWA Weekend Work. The Employer will make reasonable efforts to schedule all full-time and part-time employees two weekends off out of each four- (4) successive weekends. Except in emergency situations, all full-time and part-time employees shall be scheduled off at least one (1) weekend out of each three- (3) week period. In the event a full-time or part-time employee is required to work on three successive weekends, all time worked on the third successive weekend shall be paid for at the rate of one and one-half (1½) times the regular rate of pay. This section shall not apply to part-time or full-time employees who voluntarily agree to more frequent weekend duty. The weekend shall be defined as that period of time from 7:00 a.m. Saturday to 7:00 a.m. Monday for employees working day or evening shifts and from 11:00 p.m. Friday to 11:00 p.m. Sunday for employees working night shift.

7.7 Work Schedule Posting. Work schedules shall be posted two weeks prior to the initiation of the schedule. Each work schedule shall be for a period of at least twenty-eight (28) days, but no longer than one (1) month.

7.8 Rotation. There shall be no rotation of shifts except by mutual agreement between the Employer and the employee. Any employee who rotates shifts by mutual agreement shall receive four dollars (\$4.00) per hour for each hour worked in addition to the employee's regular rate of pay. The Employer shall have the right to revert back to non-rotating shifts after thirty (30) days advance notice to the employee. In such event, the affected employee shall have the option of regular assignment to one of the shifts to which the employee previously rotated.

7.9 WWA Doubleback Pay. When an employee is required to work two (2) complete shifts within a twenty-four (24) hour period, the first of which is not a normally scheduled shift, all time worked on the second shift shall be paid at the rate of time and one-half (1½) the regular rate of pay. The twenty-four (24) hour period begins with the start of the first shift worked.

7.10 Meal and Rest Periods. All employees shall receive an unpaid meal period of at least one-half (½) 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.

7.11 Daylight Savings Time. Employees who work the night shift during the conversion from Pacific Standard Time to Pacific Daylight Savings Time will be compensated for all hours worked. In no case will employees be required to work additional hours in order to fulfill the shift hours normally worked.

Employees who work the night shift during the conversion from Pacific Daylight Savings

Time to Pacific Standard Time will be paid 1-½ times the regular rate of pay for all hours worked beyond the normal shift.

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 2% for the period July 1 through November 8, 2008. This includes regular pay plus overtime.
- b) Effective first full pay period after ratification (11-9-2008):
 - i. Rates of pay at each step shall be increased by 1% for WWA and EW/NI.
 - ii. For market rate adjustments, the exempt Nurse Practitioner job classifications (job codes 1104, 1116) will receive an additional 5% at each step.
- c) Effective the first full pay period on or after 1-1-2009, the separate EW/NI pay schedule will be discontinued. EW/NI nurses will move onto the WWA Staff Nurse pay schedule at the same step they were on in the EW/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. New annual steps 27 and 28 will be added to the pay schedule. Step 27 will be the same rate as step 26. Step 28 will be 1.5% above step 27. For the transition, employees will immediately move to step 28 if they have at least 24 months at step 26. If employees have at least 12 months but less than 24 months at step 26, they will move to step 27 and their "next step date" will be adjusted so that movement from step 26 to step 28 will total 24 months.
 - iii. For EW/NI employees, an audit will be conducted during 2009 to credit for past experience as an RN that hasn't already been credited. Employees will be contacted by Human Resources and asked to provide evidence of any past experience as a Registered Nurse (i.e., a resume with job titles, employer names and dates, phone numbers for contacts at former employers, et cetera) within a designated time period. A maximum of 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 29 and 30 will be added to the pay schedule. Step 29 will be the same rate as step 28. Step 30 will be 1.5% above step 29. For the transition, employees will immediately move to step 29 or 30 based on credit for previous time spent at step 26 that wasn't fully credited by movement to step 28.
 - ii. For EW/NI employees, based on the audit that was conducted in 2009 to give credit for prior RN experience, employees will move any remaining steps to give full credit for previous experience as an RN.
- 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 Rates. Employees hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale.

For purposes of this section, continuous recent experience shall be defined as clinical nursing experience (including temporary employment with Group Health) in an accredited hospital or ambulatory care setting, home health agency, long term care facility or equivalent health care experience or participation in a formal program of nursing education without a break in nursing experience which would reduce the level of nursing skills and is experience relevant to that required in the position for which the nurse is being hired in the opinion of Nursing Administration. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired nurses in all other circumstances.

8.3 WWA Nurse Practitioners. Effective August 15, 1998, Nurse Practitioners working .5 FTE or greater will be compensated as exempt (salaried) employees under the Fair Labor Standards Act and will not be eligible for overtime compensation. The following provisions shall not apply to Nurse Practitioners: Article 7.4 (Overtime); Article 7.5 (Rest Between Shifts); Article 7.9 (Doubleback Pay); Article 8.5 (Shift Differential); Article 8.9 (Callback Pay); Article 8.8 (Work in Advance of Shift), Article 8.9 (Work on Day Off), Article 8.11 (Report Pay), and Article 8.14 (Weekend Premium Pay); Article 9.3 (Work on Holiday); and 9.4 (Holiday on Scheduled Day Off). Exempt Nurse Practitioners, who work additional shifts beyond their regular schedule/FTE, shall be compensated on a lump sum basis: up to five hours (5 hours x regular rate) and over five hours (8 hours x regular rate).

8.4 LPN Experience. A Group Health Licensed Practical Nurse who becomes a Group Health Registered Nurse will be placed at a wage level that is not less than the LPN's current compensation or will receive a credit of one (1) RN year experience for every three (3) LPN years of experience up to and including Step 3, whichever is greater. For new hires, RN's will also receive credit for past LPN experience in the same manner of one (1) year credit for every three (3) years LPN experience for placement onto the wage scales, up to and including Step 3. Applicable clinical LPN experience for placement shall be defined as continuous recent experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experience without a break in nursing experience which would reduce the level of

licensed practical nursing skills in the opinion of the Employer.

8.5 WWA Shift Differential. Effective the first full pay period on or after 11-1-08, employees assigned to work the 2nd/evening (3:00 p.m. to 11:00 p.m.) shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the regular hourly rate of pay. Employees assigned to work the 3rd/night (11:00 p.m. to 7:00 a.m.) shift shall be paid a shift differential of three dollars and seventy-five cents (\$3.75) per hour over the regular hourly rate of pay. Effective the first full pay period on or after 11-1-10, the 3rd/night differential shall increase to four dollars (\$4.00) per hour. Shift differential at outpatient facilities shall be in effect for one or more regularly scheduled hours after 5:30 p.m., provided however, that if four or more hours of the scheduled shift occur after 5:00 p.m., shift differential shall be paid for the entire shift. If a majority of the scheduled hours of an inpatient shift fall within the standard shift time, the appropriate shift differential will be paid for the entire shift.

8.5.1 EW/NI Shift Differential. Monday through Friday, 2nd/evening shift differential of two dollars and seventy-five cents (\$2.75) shall be in effect for one or more regularly scheduled hours after 5:30 p.m., provided however, that if four or more hours of the scheduled shift occur after 5:00 p.m., shift differential shall be paid for the entire shift. Saturday and Sunday, shift differential shall be in effect for one or more regularly scheduled hours after 5:30 p.m.

8.6 WWA Standby Pay. Effective the first full pay period on or after January 1, 2007, employees placed on standby status shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. The Employer shall provide paging devices to nurses assigned to standby.

An employee called into work from standby shall be compensated at the overtime rate for a minimum of three (3) hours. When standby is taken in lieu of a pre-scheduled shift, the hours worked will be paid at the regular rate of pay, for a minimum of three (3) hours.

8.7 WWA Callback Pay. Any employee called back to work after completion of the employee's regular workday shall be compensated to the rate of time and one-half (1½) the regular rate of pay. Call back pay shall be paid in addition to any standby pay. When called back, the employee shall receive time and one-half (1½) for a minimum of three (3) hours. Travel time to and from a facility shall not be considered as time worked. Call back pay shall not apply when an employee reports for work in advance of the assigned shift. The minimum call back hours shall not apply in this instance.

8.8 Work in Advance of Shift. When an employee, at the request of the Employer, reports for work in advance of the assigned shift and continues working through the entire scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay.

8.9 Work on Day Off. Full-time employees called in on their day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked.

8.10 Work in Higher Position. Temporary assignment to a higher paid position for eight (8) or more consecutive hours shall be compensated at the higher rate of pay.

8.11 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work for four (4) hours' pay at the straight time rate of pay. It shall be the responsibility of each employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements. This commitment shall not apply when the Employer has made a good faith effort to notify the employee of shift cancellation but has been repeatedly unable to reach the employee on separate occasions. Employees who are required to report to work for staff meetings, training or other similar circumstances shall be compensated for such duty not less than one (1) hour pay at the employee's regular rate of pay unless overtime is due.

8.12 Changes in Title. A change in job title within the bargaining unit shall not alter an employee's accrued bargaining unit seniority for purposes of accrual of benefits.

8.12.1 Promotions. A promotion shall be defined as a move from a job classification with a lower base rate to one with a higher base rate. Employees promoted to a higher classification shall be placed at the step in the new scale which provides at least a three percent (3%) increase in rate of pay up to the maximum rate of pay for the new classification. An employee's longevity increment date shall not be changed as a result of a promotion.

8.13 Charge Pay. Effective the first full pay period on or after 11-1-08, any employee assigned as charge nurse shall receive two dollars and twenty-five cents (\$2.25) per hour over the regular staff nurse rate of pay.

8.14 Weekend Premium Pay. Effective the first full pay period on or after 11-1-08, any employee who works weekend hours shall receive four dollars (\$4.00) per hour for each hour worked on the weekend (or, in EW/NI two dollars (\$2.00) per hour) in addition to the employee's regular rate of pay. 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.

8.15 Preceptor Pay. When assigned preceptor responsibilities an employee shall receive one dollar (\$1.00) per hour over the regular rate of pay.

8.16 Certification Pay. Registered nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour for all hours worked, provided the particular certification has been approved by the Executive Director of Nursing, or her designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification/recertification current and in good standing. A certified nurse is eligible for only one certification premium, regardless of other certifications the nurse may have. Certifications required for the job such as ACLS, PALS, TNCC are not eligible for certification pay. The Employer will determine if the certification qualifies for the area in which the nurse works. Certified nurses will notify their manager in writing at the time of certification/recertification and provide evidence of certification/recertification when received. Certification pay will be effective the next full pay period after the manager receives the date documentation. Certification pay will cease if renewal documents are not received by the established timeline.

A list of approved certifications will be developed by the Continuing Education Committee and posted online through the Nursing Operations website. The CE Committee will review the certification list annually and recommend updates to the Executive Director of Nursing. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification, fee schedule and other pertinent information to the CE Committee who may make a recommendation to the Executive Director of Nursing.

The certification premium will be paid on a straight-time basis, even if the hours worked are deemed overtime.

8.17 Float Pool Premium. Effective the first full pay period on or after 11-1-08, employees who are regularly assigned to the float pool will receive two dollars (\$2.00) per hour premium following 6 months from their date of hire into the float pool. Effective the first full pay period on or after 11-1-10, this rate will increase to two dollars and fifty cents (\$2.50) per hour.

8.18 Temporary Employee Pay Increments. Effective the first full pay period on or after every January 15, temporary employees who have worked at least five hundred (500) hours during the previous calendar year will be eligible for a longevity increment in the new calendar year.

A regular employee who changes to temporary status who has worked at least five hundred (500) hours in any combination of regular or temporary hours will also receive a longevity increment on the employee's previous anniversary date. Thereafter employees shall continue to receive a longevity increment on their previous anniversary date if they have worked five hundred (500) temporary hours in the previous twelve months.

ARTICLE 9 - HOLIDAYS

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

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

The floating holiday will be scheduled off with the approval of supervision. New employees shall not be eligible to take the floating holiday until after six (6) months of continuous employment. Floating holidays must be taken in the same calendar year as an employee becomes eligible for the floating holiday.

9.2 Holiday During Paid Time Off. If a holiday falls during an employee's Paid Time Off, the day will be charged as a holiday.

9.3 Work on Holiday. Full-time and 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.

9.3.1 WWA Exempt Nurse Practitioner Pay for Holiday Worked. If exempt Nurse Practitioners are required to work on a holiday, the Nurse Practitioner shall receive a day off with pay within thirty (30) days following the holiday. A part-time Nurse Practitioner required to work on a holiday shall receive a paid day off equivalent to their assigned FTE. In no event shall an employee receive more than his or her regular salary.

9.4 Holiday on scheduled day off. If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive straight-time pay for the holiday. Upon mutual agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday. Full or part-time 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. Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE times the number of hours worked in their normal workday (e.g., 8, 10 or 12) for holidays which fall on a scheduled day off.

9.4.1 WWA Exempt Nurse Practitioner Pay for Holiday Not Worked. If a holiday falls on an exempt Nurse Practitioners' regularly scheduled day off, the Nurse Practitioner shall receive a day off with pay within thirty (30) days following the holiday. A part time employee whose holiday falls on the regularly scheduled day off shall receive a paid day off equivalent to their assigned FTE. In no event shall an employee receive more than his or her regular salary.

9.5 Night Shift Holiday Pay. Holiday pay for third (night) shift employees shall be paid for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

9.6 Holiday Dates. 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 a facility. Holidays shall be observed on the legally designated day.

9.7 Holiday Hours- Christmas and New Year's. The following designated hours shall be recognized as the holiday for employees who work in a department that provides 24-hour patient care: Whichever date a majority of hours are worked on between 3:00 p.m. December 24 and before 3:00 p.m. December 25 shall be the Christmas Day holiday. Whichever date a majority of hours are worked on between 3:00 p.m. December 31 and before 3:00 p.m. January 1 shall be the New Year's holiday.

9.8 Holiday Observance. When a department is open on the calendar date of the holiday, holiday pay shall be paid for work performed on the calendar date of the holiday. If the department is closed on the calendar date of the holiday, but open on the day designated by the Employer for observance of the holiday, holiday pay shall be paid for work performed on the designated date for observance of the holiday.

9.9 Holiday Rotation. Holidays will be scheduled off on a rotational basis subject to hours of operation, patient care needs and staffing considerations.

ARTICLE 10 - PAID TIME OFF

10.1 Purpose. Paid Time Off (PTO) 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. Effective the first full pay period on or after 1-1-09, 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 PTO plan from their date of employment or date of transfer to the PTO plan. PTO accrual hours may be used as accrued.

10.4 Accrual Schedule. The combined accrual schedule is as follows:

| 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 PTO Accrued Hours. PTO hours may be taken in hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences. Each department's established PTO 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.

Vacations shall be scheduled in the Nursing Department by work unit. A vacation-scheduling chart will be posted in each unit from January 1, through February 14 that covers the vacation period of May 15 through May 14 of the following year. Employees who fail to register their vacation selection during the period of posting will forfeit their seniority rights concerning vacation schedules. Where vacation conflicts with the rotation of holidays, and/or the day before and the day after those holidays, individual holiday rotation shall take precedence. The Employer will notify employees of their vacation dates by the first Monday in March. Vacation requests made outside the scheduled posting period will be approved or denied by supervision within four (4) weeks of the request. Subject to staffing and patient care requirements; length of service in the bargaining unit shall be the determining factor within each department or facility in vacation selection during the designated posting period.

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 PTO. 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 PTO Compensation. Accrued PTO 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 PTO

compensation for that day.

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

10.9.1 Accrued PTO 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 which 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 PTO may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 12.5 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 Request. 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 vacation 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.

11.1.1 Reinstatement. When a nurse returns from a leave of absence not exceeding thirty (30) days, she/he shall be assigned to the same position, shift and unit held before the leave.

11.1.2 Maintenance of Seniority. Leave with pay or for industrial injury shall not alter a nurse's anniversary date of employment or otherwise affect her/his compensation or status with the Employer. Leave without pay for a period 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 any regular employee's Paid Time Off accrual. This limitation shall not apply to low census/low need.

11.1.3 Return to Position. 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.

11.2 Military Leave. Leave required in order for a regular employee to maintain status in a military reserve of the United States shall be granted without loss of accrued benefits. After one year of 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.

11.3 Health Leave. After one (1) year of continuous employment, permission shall be granted for a 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. PTO or EIB time shall be used for the period of temporary disability during this period in accordance with this Agreement. If EIB is exhausted prior to the end of the leave, any accrued Paid Time Off shall then be used, except that an employee may elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of Paid Time Off. An employee on a medical leave of absence not exceeding twelve (12) weeks from the date of first absence from work shall be entitled to return to the employee's prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified. Leave for medical reasons shall not exceed six (6) months. The one-year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth.

11.4 Family Leave. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) 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, provided that: the employee shall have worked 1,250 hours in the twelve (12) months preceding the start of the leave; (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 elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of vacation. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

11.5 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 for conditions other than those set forth in Article 11.4 (Family Leave) or for the care of a dependent parent or spouse or domestic partner of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on childcare leave shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one year.

11.6 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 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

11.7 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

11.8 Sabbatical Leave. The purpose of a sabbatical leave is to provide an extended period of leave from a registered nurse's customary work to acquire new skills and training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, publishing.

Registered nurses are eligible for their first sabbatical after working a minimum of ten (10) years of regular employment as a registered nurse. An employee who qualifies may request 1) a sabbatical of up to six (6) months, or 2) a sabbatical of up to one (1) year after working thirteen (13) years. Registered nurses granted a sabbatical will receive fringe benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one year will not exceed ten (10).

An employee granted a sabbatical agrees to return to employment with Group Health following sabbatical for at least one year. Employees returning from sabbatical leave of no more than six months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position.

An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The education committee under Article 14.1 shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave.

11.9 Educational/Professional Leave.

Tuition Reimbursement: Members of the bargaining unit are eligible for tuition reimbursement in addition to continuing education dollars. This program provides assistance for eligible members to pursue baccalaureate degrees in nursing and graduate degrees in nursing or a health related field. The tuition reimbursement fund will be overseen by the CE Committee and administered by Nursing Operations. The tuition reimbursement program will be funded at an annual level of \$75,000 per calendar year. Unspent funds shall not be carried over into the following year.

Unpaid Educational Leave: Up to twenty-four (24) hours of leave without pay per year shall be granted for educational purposes, providing nursing services will not be jeopardized.

Paid Educational/Professional Leave/Time: After six (6) months of continuous employment, employees shall be allowed up to fifty-six (56) hours of paid leave/time per year for education or professional purposes, providing such leave/time shall be subject to scheduling requirements of the Employer, approval by the Employer of the subject matter and certification of attendance and/or completion of the course, where applicable. Educational/professional leave/time may be used on an hourly basis. Educational/professional leave/time accrues on a calendar year basis. Unused time may not be carried over to the next calendar year. Nurse Practitioners will be allowed up to seventy-two (72) hours of paid educational/professional leave/time.

Professional leave/time may be granted to employees to attend conventions of employees' respective professional nursing association provided the number of nurses who wish to attend does not jeopardize provision of health care services. District, State, or National Officers of the Professional Nursing Association shall be exempt from the six- (6) month's eligibility requirement of this Section. Professional leave/time may be used for professional nursing certification exams.

Educational/professional time shall be paid at straight time when taken on a scheduled day off. Paid educational/professional time taken on a scheduled day off shall not be included as time worked for purposes of calculating overtime under Article 7.4 or the accrual of benefits.

11.10 Continuing Education Fund. In support of Group Health's commitment to continued professional nursing education and development, the Employer has established a central continuing education fund, the purpose of which will be to assist in the payment of continuing education expenses and certification exams for all employees in the bargaining unit. Such assistance shall be subject to approval of the subject matter to be studied and certification of attendance and/or completion of the course. An education committee shall be established to assure staff nurse input to the policies and guidelines regarding fund disbursement

The committee will consist of three union-appointed employee representatives and three management appointed employee representatives and shall report to the Director of Nursing Operations. The annual contribution to the fund will be \$ 275,000.

All continuing education funds must be used in the current calendar year. Unused funds will not be carried over from one calendar year to the next. Any remaining CE Funds as of the first Friday of December will be utilized for RN recruitment and retention initiatives recommended by the Joint Labor Management Committee.

\$25,000 is to be reserved exclusively to maintain the desired allocation for WWA Nurse Practitioners who are eligible for reimbursement up to \$2,400, pro-rated for FTE.

ARTICLE 12 - MEDICAL, DENTAL LIFE INSURANCE and RETIREMENT

12.1 Health Insurance; Eligibility. The Employer shall provide its generally applicable medical, surgical and hospital services coverage (employee group 0327) for 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 also provide dependent coverage for regular employees assigned a .75 or more FTE status.

12.2 Medical plan description. Effective April 1, 2005, eligible 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 their 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 shall be 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 |

12.4 Dental Insurance. The Employer shall provide its dental plan for each regular full-time employee and each regular part-time employee assigned a .5 or more FTE status subject to 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 agrees to maintain the benefits of its plan in effect on the date of signing this Agreement during the term of this Agreement without additional cost to the employee. The Employer shall provide dental coverage for dependents of part-time employees assigned a .75 or more FTE pursuant to eligibility requirements outlined in the Plan.

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 through payroll deductions. Applicable rates for June 2009 and beyond will be determined in the all union benefits coalition committee.

12.5 Worker's Compensation. The Employer shall provide Worker's Compensation Insurance for all employees. Upon completion of eighteen (18) months of regular 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 eligible dependents for a period of up to six months.

12.6 Life Insurance. After one (1) year of continuous employment, the Employer will provide each regular nurse assigned a .75 FTE or more with Employer-paid Group Life Insurance in the amount of \$10,000. The employee will have the option of purchasing additional coverage under the plan.

12.7 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 its 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, per IRS guidelines, 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.

12.8 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 in the addendum section and is limited to a maximum total payout of five million, seven hundred forty thousand dollars (\$5,740,000.00)

12.8.1 Advance Notice Incentive. All retirement eligible employees who provide notice in 2009 and 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.

12.9 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.

ARTICLE 13 - SENIORITY - LAYOFF - RECALL

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

13.1.1 EW/NI Seniority Defined. 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 required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire.

13.1.2 Seniority Tie-Breaker. 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.

13.2 Layoff. In the event that a permanent or prolonged reduction in the number of

employees in a job classification within a work unit is determined by the Employer to be necessary, layoff procedures will be instituted on the affected work unit.

If a reduction in staffing is needed, a layoff will be considered before a unit, department or facility-wide reduction of hours under Article 13.23. Upon request the parties will meet for the purpose of discussing implementation of the layoff.

Prior to issuing a formal notice of layoff, hiring into all vacant positions in western Washington facilities will cease (or, for employees in EW/NI, all vacant positions in EW/NI facilities).

13.3 Definitions.

13.3.1 Work Unit. A work unit is defined as a nursing unit of a hospital or a department of a hospital or the following designations in ambulatory care: an area medical center; a separately established urgent care department of an area medical center with its own identified staff; a Specialty Medical Center; Home Health and Hospice (both work units in a branch office of Continuing Care)

13.3.2 WWA Single Unit Layoff. A single unit layoff occurs when there is a layoff in a hospital or a hospital department or a unit-wide reassignment as defined in Article 13.3.3 is not triggered.

13.3.3 Unit-wide Reassignment. Unit-wide reassignment applies to a single unit layoff when the following criteria are met:

- On a unit of ten or fewer bargaining unit employees when there are two or more bargaining unit employees initially subject to layoff.
- On a unit of eleven to nineteen bargaining unit employees, when there are three or more employees initially subject to layoff.
- On a unit of twenty or more bargaining unit employees, when there are four or more bargaining unit employees initially subject to layoff.

The number of employees initially subject to layoff is defined as the number of least senior bargaining unit employees on the unit whose total FTEs satisfies the required FTE reduction. The actual number of bargaining unit employees who are finally eligible to exercise layoff options as provided in Article 13.8 may be different than the number initially subject to layoff due to the choices exercised by eligible employees during the reassignment process.

13.3.4 Multi-Unit Layoff/Unit Merger. A multi-unit layoff occurs when there is a layoff as a result of the merger of two or more units and/or division of one or more units into new units.

13.3.5 Work Unit Closure. A work unit closure occurs when a work unit ceases to operate because the Employer has decided to discontinue the type of service for the patient population normally provided within the work unit. In the event of a work unit closure, employees of the work unit will exercise their layoff options

provided in Article 13.8 in order of seniority.

13.3.6 Comparable Employment. For purposes of this Article, “comparable employment” or vacancy shall be defined to include:

- (a) Same rate of pay;
- (b) Similar shift, which is defined as a change of three hours or less in an employee’s previous start time;
- (c) Same FTE;
- (d) Similar geographic location;
 - 1. Northgate, Lynnwood, Central Campus
 - 2. Burien, Renton, Federal Way, Central Campus, Administrative Operations Center (AOC), Kent, Downtown
 - 3. Downtown, Central Campus, Rainier, AOC
 - 4. Olympia, Tacoma, Tacoma South, Tacoma Specialty Center, Puyallup
 - 5. Bellevue Medical Center, Redmond, Renton, Factoria
 - 6. Tacoma, Tacoma South, Port Orchard, Silverdale, Tacoma Specialty Center, Poulsbo
 - 7. Federal Way, Tacoma, Tacoma South, Tacoma Specialty Center, Puyallup
 - 8. Everett, Lynnwood, Bellevue Medical Center, Redmond, Northshore
 - 9. Home Health and Hospice
 - 10. Central Behavioral Health Services, Bellevue Medical Center
 - 11. Olympia Mental Health, Tacoma Mental Health, Kitsap Mental Health
 - 12. EW/NI

13.3.7 Qualified. For purposes of this Agreement, an employee will be considered qualified if, in the opinion of the Employer, the employee has the skills, competence and ability based on established criteria to perform the responsibilities of a particular position within the time period normally expected of an employee new to the position.

For purposes of exercising layoff options under Article 13.8, an employee will be considered eligible for a vacant position, reassignment or to select a position from the Low Seniority Roster (or, for employees in EW/NI, the position of the least senior person in the classification), if in the Employer’s opinion, the employee can become oriented (which may include some skill enhancement or

training) to the position within four weeks. If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee will be subject to layoff with recall rights without further notice.

13.3.8 WWA Low Seniority Roster. The Low Seniority Roster shall be a listing of the fifty (50) least senior employees within Group Health for a layoff when the number of employees initially subject to layoff is ten (10) or fewer. The listing shall consist of the seventy-five (75) least senior employees when the number of employees initially subject to layoff is between eleven (11) and thirty (30) and the one hundred (100) least senior employees within Group Health when the number of employees initially subject to layoff is between thirty-one (31) and fifty (50). The listing shall consist of the one hundred twenty five (125) least senior employees when the number of employees initially subject to layoff exceeds fifty (50). In the event the number of employees initially subject to layoff exceeds one hundred twenty five (125), the number of employees on the listing will equal the number of employees initially subject to layoff. For purposes of this section, least senior employees are those working in the Group Health's WWA facilities.

13.3.9 EW/NI Least Senior Position. An employee identified for layoff who is already the least senior person in a the classification and any employee whose position has been selected as a result of this process, shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy.

13.4 Single Unit Layoff and Reassignment in a hospital, or branch office of Home Health and Hospice. In the event of a single unit layoff, the least senior employee(s) on the unit needed to accomplish the required FTE reduction will be subject to layoff, providing remaining employees are qualified to do the work. The Employer will first identify the least senior employee(s) on the shift, or branch office of Home Health and Hospice, whose position(s) is being eliminated. The least senior employee(s) on this shift/in the CHS clinical services unit may elect, in order of seniority, reassignment to the position(s) held by employees subject to layoff, for which the affected employee(s) is (are) qualified, or, choose layoff options set forth in Article 13.8, provided the affected employee(s) is not also the least senior on the unit.

13.5 Unit-Wide Reassignment Process for Single Unit Layoff in a hospital, or branch office of Home Health and Hospice. In the event the criteria defined in Article 13.3.3 are satisfied, the least senior employees on the unit are subject to layoff, providing that the remaining employees are qualified to do the work remaining. Employees not subject to layoff will be reassigned in order of seniority to all remaining positions so long as patient care and staffing considerations (including weekend coverage) are met. An employee currently assigned a .5 FTE or greater whose only reassignment option is a position, which would involve more than .25 FTE reduction shall be eligible for the options provided in Article 13.23.

13.6 Multi-Unit Layoff/Merger. In the event of a multi-unit layoff, the Employer will first identify the new unit(s) or services and the type and amount of resources, number of FTEs, levels of personnel and skills and competencies needed. Scheduling and staffing patterns will be developed with input from affected employees. Upon request, the parties will meet for the purpose of discussing implementation of the layoff.

New schedules will be posted so that employees may indicate the order of their preference for available positions. Employees will be reassigned to positions within the merged or new units in order of relative seniority among the combined group of affected employees, based on the skill and competencies needed by the Employer and employee preference, until there are no positions available or the remaining positions have been rejected by the employee pursuant to the provisions of Article 13.23.

An employee may bid for any available positions on the merged or new units during reassignment. An employee assigned a .5 FTE or greater whose only reassignment option is a position that would involve more than .25 FTE reduction is eligible to exercise options provided for in Article 13.23.

In the event of a multi-unit layoff that involves two or more area medical centers within a region of Group Health, the reassignment process will provide employees with a choice of positions within their current facility and any newly created positions in new work units for which the employees are qualified in order of relative seniority among the combined group of affected employees.

13.7 Layoff in Ambulatory Care. In the event of a layoff in ambulatory care, the employee (s) whose position is eliminated shall first be reassigned to any comparable vacancy in the work unit, (in the case of more than one comparable vacancy, the employee may select which comparable position) or, in the case of Home Health and Hospice, in any branch office, for which the employee is qualified. If there is no comparable vacancy, the affected employee(s) may elect reassignment to (a) a vacancy in the work unit, or, in the case of Home Health and Hospice, in any branch office, providing the employee is qualified or (b) the position of the least senior employee in the work unit, or, in the case of Home Health and Hospice in all branches, providing the employee is qualified; or may (c) choose one of the layoff options provided under Article 13.8. In the event the employee is qualified for and chooses reassignment to the position of the least senior employee in the work unit/ Home Health and Hospice division, that employee(s) is laid off and may exercise layoff options provided in Article 13.8.

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 choose a position ("bump") from the appropriate Low Seniority Roster (or. In EW/NI, the employee may choose a position "bump" of the least senior person in EW/NI in the same classification) for which 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.

13.8.1 WWA Low Seniority Roster. An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been selected as a result of this process, shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy.

If there is a need to restrict the number of Low Seniority Roster employees within a work unit whose positions may be assumed so as to not compromise patient care, the Employer, prior to making a final determination, will meet with the Union in a good faith effort to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

13.8.2 EW/NI Least Senior Position. An employee identified for layoff who is already the least senior person in a the classification and any employee whose position has been selected as a result of this process, shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy.

13.9 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.

13.10 Discretionary Relocation 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.

13.11 Retention of Seniority. An employee assuming a vacant position or a position from the Low Seniority Roster (or, in EW/NI, a position from the least senior person in the same job classification) will retain all prior seniority.

13.12 Notice. Except in emergency situations or unforeseeable conditions beyond the Employer’s control, the Union and employees involved shall be given at least thirty (30) days’ advance notice of layoff. The obligation of the Employer to give notice will be satisfied by actual notice or proof of delivery of written notice to the address of the employee last provided to the Employer. Employees on the Low Seniority Roster whose position is assumed (“bumped”) by a more senior employee (or, in EW/NI, employees whose position is assumed (“bumped”) by a more senior employee subject to layoff) subject to layoff will be given at least 10 days advance notice.

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

13.14 Termination. Seniority shall terminate upon cessation of the Employer-employee relationship; for example, discharge, resignation, retirement, refusal to accept recall to a regular comparable job opening offered by the Employer, after twenty-four (24) consecutive months of layoff, or failure to comply with specified recall procedures.

13.15 Temporary Work. Employees on layoff who are qualified shall be given preference to work intermittent shifts subject to the requirements for all temporary employees at the facility. Employees desiring temporary work while on layoff shall be responsible for contacting the facility where they desire temporary work to indicate the employee's interest and availability. Acceptance of intermittent work will not affect an employee's recall rights.

13.16 Recall Roster. Employees on layoff status shall be placed on a recall roster for a period of twenty-four (24) months from the date of layoff. 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. Employees on the recall roster remain eligible to attend any Group Health-sponsored continuing education activities at the employee tuition rate.

13.17 Order of Recall. As vacancies occur, employees will be recalled to available work in the inverse order of the seniority providing skill; competence and ability are considered substantially equal in the judgment of the Employer. Subject to the above qualifications, an employee on layoff shall be offered reinstatement to vacant positions prior to any employees being newly hired and after any appropriate internal transfers as further set forth in this section. Employees regularly assigned to a specific unit, department or facility will be given preferential consideration for transfer to other shifts or positions in that unit, department or facility over all other employees except more senior employees returning from layoff status to their previous unit and shift or position and department/facility. If any offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster. Any recall of employees out of seniority will be communicated to the Union representative in advance of the recall.

13.18 Refusal of Offer. An employee who refuses an offer of recall to comparable employment shall be terminated.

13.19 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 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.

13.20 Duration of Recall Rights. The Employer's obligation contained herein shall cease after twenty-four (24) consecutive months on layoff status, if the employee refuses to accept an offer of employment pursuant to Article 13.18, or if the employee fails to comply with the requirements of Article 13.16.

13.21 WWA Low Census. During a temporary period of low census, the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required.

13.21.1 Hospital/Home Health and Hospice Low Census. Hospital/Home Health & Hospice, Ambulatory Surgical Departments, Shared Procedures Low Census. Where unanticipated low census occurs in the inpatient facility, Tacoma, Bellevue, Central ambulatory surgery units, Bellevue and Central Shared Procedures Units, or Home Health and Hospice, the following steps will be taken in the order below:

- a. Floating where there is patient care needs.
- b. Voluntary low census.
- c. Other nursing related work assignments or skill development consistent with organizational and patient care needs as determined by the Employer. These activities will be funded up to a maximum amount of \$100,000 per calendar year (one fund for all SEIU units).

13.22 Change to Temporary Status. Regular employees changing to temporary status and returning to regular status within twelve (12) months shall not lose previously accrued seniority or their prior Paid Time Off accrual rate. Time spent during temporary status shall not count toward the accrual of benefits or seniority.

Previously accrued Paid Time Off shall be paid upon transfer to temporary status. Employees changing to temporary employment status may not use previously accrued EIB hours during such temporary status. Temporary employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB hours reinstated.

13.23 Hours Reduction. It is Group Health's intent to assign employees an FTE status consistent with the number of hours normally assigned and worked by the employee on a regular, continuing basis. 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 unit 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 on a work unit and shift, subject to patient care needs, staffing considerations and hours of operation.

Any 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 13.14 and 13.17.

An employee who is assigned to a .50 or more FTE status whose hours are reduced more than .25 FTE shall have the following options:

1. The employees shall, by seniority, be offered any vacant position for which they are qualified prior to the vacant positions being offered to employees not subject to an hour's reduction.
2. Accept the reduced hours. An employee choosing this option may elect to be placed on the recall roster for a period of twenty-four months subject to the requirements of Article 13.17. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.
3. If there is no comparable vacancy, the employee may select a position from the low seniority roster (on in EW/NI, the position of the least senior person in the same classification) subject to the provisions of Article 13.8.1.

In the event that additional regular hours in a classification become available on a continuing basis in a unit, department, or facility, the Employer will assign the hours to the regular continuing schedule of the most senior qualified employee in the classification who has had an FTE reduction under this Article, if the Employer determines the assignment of hours best satisfies staffing, scheduling and other operational and patient care needs. In making its decision, the Employer will give consideration to the adverse impact on the employee and employee morale.

The Employer will continue to provide 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.

ARTICLE 14 - COMMITTEES

14.1 WWA Nursing Practice Committees. Nursing Practice Committees shall be instituted and maintained at Group Health. These committees shall consist of Inpatient, Primary Care, Consultative Specialty, Care Management, and Home Health and Hospice Services. The purposes of these committees will be to: (1) assess and make recommendations to Administration on broad-based productivity, workload, patient acuity systems, or other issues such as scheduling practices and innovative staffing patterns that may impact or contribute to an improved work environment and patient care delivery, and, in recognition of the mutual desire of the parties to maintain staffing consistent with quality patient care and good working conditions, (2) serve as a resource for problem-solving and development of alternatives when chronic facility or unit-wide staffing problems have not been adequately addressed after reasonable efforts between staff and management at the facility or unit level. Employees are responsible for first bringing such concerns to their manager in a timely manner for purposes of mutual discussion and problem solving.

Compliance with RCW 70.41.420 will be delegated to the inpatient Nurse Practice Committee.

Individual staff may identify a staffing concern and submit the concern in writing to their manager. The manager may convene a small workgroup of unit based staff to problem

solve and make recommendations for resolution. The manager will acknowledge receipt of the staffing concern within 7 days and establish a mutually agreeable timeframe for resolution with the staff. If there is no resolution or unsatisfactory resolution, the staffing concern may be forwarded in writing by either the staff or manager to the next level of supervision. The next level of supervisor will respond in writing within 14 working days. If there is no resolution or unsatisfactory resolution the concern may be forwarded in writing to the next level of supervision (VP level) for final resolution in writing.

At any point in the process the manager or staff may forward in writing the staffing concern to the respective NPC for advice, input, and/or recommendations.

The Committees may make recommendations to Administration in support of satisfactorily resolving such chronic staffing situations. Chronic facility or unit-wide staffing problems may be reviewed by the Joint Labor/Management Committee if not adequately addressed after recommendations have been made by the Committee(s) to Administration. The Committees' role in assessing staffing issues will include on-going evaluation of nursing delivery models through development of criteria (that may include staffing ratios) or measures to evaluate staff and consumer satisfaction, patient care outcomes, and cost efficiencies.

Except for the Primary Care and Consultative Specialty Nursing Committees, each committee will consist of three staff nurses and three nurse managers. The Nursing Practice Committees will meet bi-monthly or more often by mutual agreement. Committee members shall be compensated for their meeting time. Such meetings shall be scheduled so as to minimize conflict with scheduling routines. The committees will prepare an agenda and keep minutes of all meetings.

The Primary Care and Consultative Specialty Nursing Practice Committees will meet quarterly or more often by mutual agreement and will include no more than six (6) union-designated employees including LPN and MA members for the meetings that pertain to staffing and other team-based issues. Agenda items for these meetings will be developed in advance.

The Committees will develop and submit to Administration and the Joint Labor/Management Committee annual work plans. The committees will be advisory to Administration and will operate within the provisions of the collective bargaining agreement.

14.2 WWA Joint Labor Management Committee. It is the goal of SEIU Healthcare 1199NW and Group Health to engage in joint problem-solving efforts wherein the mutual interest of the Union and management can be addressed on an on-going basis during the term of this Agreement. The Committee shall serve as a forum for union input to the management decision-making process and mutual education and information sharing by both parties. The primary goal of the committee is to support staff and management in the delivery of quality patient care, including improved conditions conducive to the delivery of quality care and the recruitment and retention of nurses.

The Employer and the Union recognize the importance of working together to provide an environment in which staff can effectively and safely provide care. The parties also recognize that staffing and workload are integral and critical elements of the work environment. The Committee will develop an annual plan to address issues of mutual

concern including but not limited to staffing, patient safety, workforce planning etc.

The Committee shall use an interest based process for problem solving.

The committee may address matters subject to collective bargaining but shall not substitute for the contractually agreed-upon process for resolving grievances under Article 16. Issues and problems pertaining to specific worksites will continue to be addressed at the facility or work unit level.

The approach, structure and composition of the committee may vary depending on the issues; however, each party will appoint a core of no more than five representatives. The JLMC and/or the appropriate NPC may upon mutual agreement be convened to include members of the Service Unit to discuss staffing issues/concerns. Employee attendance at these meetings will be on paid time. The Committee will meet quarterly or more often by mutual agreement.

14.3 EW/NI Relations and Communications Committee. This committee is made up of both RN and Service staff. The Union and the Employer agree to establish a labor management committee to discuss shared work place concerns with the purpose of promoting good communications, problem-solving at the lowest appropriate organizational level and follow through on worksite resolutions. It is the intent of the Union and the Employer that the Committee has decision-making authority with the understanding that the committee members may need to confer with their respective organizations prior to reaching a final decision.

The committee will consist of three (3) Service union appointed representatives, three (3) RN union appointed representatives, and at least three (3) managers selected by the Employer. Participation on the committee will not result in loss of paid time. The committee is not intended to address matters appropriate for the grievance process but may resolve issues that might otherwise come forward as grievances. The committee will meet quarterly, or more often as determined by the group.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

15.1. 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.

15.2. 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.

15.2.1. In recognition of the need to increase organizational efforts and

awareness to occupational hazards of registered nurses and hospital workers, management agrees to convene a subgroup of the Occupational Health and Safety Committee with the expressed purpose of 1) reviewing current data on workplace injuries, 2) identifying areas for improvement in the work environment to reduce injuries and 3) making recommendations to the Executive VP.

The subgroup will identify and review relevant data needs related to workplace injuries. The recommendations of the subgroup will include identification of strategies to facilitate necessary changes in the physical workspace, use of appropriate equipment and training of staff. Recognizing that back, neck and shoulder injuries are caused by manually lifting patients and equipment, the medical costs and lost workdays associated with these injuries, the aging workforce, the need to recruit and retain more nurses and other healthcare workers, and the need to reduce worker's compensation costs, the Employer and the Union specifically are committed to evaluate the number of injuries caused by manually lifting and transferring patients and equipment. Building on the previous work done at Eastside Hospital, the subgroup will work together to implement a comprehensive program to reduce such injuries.

The subgroup will convene its work and make preliminary recommendations no later than six months from the time of its first meeting. Members of the subgroup will include four (4) Group Health representatives and four (4) Union representatives. Other staff and/or managers may participate upon request of the subgroup.

The subgroup will provide reviews to the Occupational Health and Safety Committee at least quarterly.

15.3. The Employee's Safety and Health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that 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.

15.4. 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.

15.5. 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 Union and the Employer for continuity of patient care. For the duration of this Agreement, the Union and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid 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 business, or take any action whatever to prevent access of employees to the Employer's place of business. The Employer agrees that during this same period there shall be no lockouts, nor shall any 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, executive orders of the President of the United States or the Governor of the State of Washington, and Idaho when 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 Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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 have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter 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 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

WWA 7/70 REGISTERED NURSE STAFFING PATTERN

- I. All Registered Nurses assigned to work within a 7/70 staffing pattern have agreed to so work on a voluntary basis recognizing that it is a new and innovative staffing pattern within Group Health.
 - a. Full-time Employee: A Registered Nurse who has completed the initial hiring probationary period and is regularly scheduled to work seventy (70) hours within two consecutive seven-day workweeks consisting of four (4) ten-hour days in one workweek followed by three (3) ten-hour days in the next work week. Such employee shall receive full benefits to include: medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement; Employer-paid portion of life insurance when eligible; employee-paid accident insurance; dental insurance, Employer-paid to the extent designated in the Group Health/1199NW Employment Agreement; and the Group Health Employee's Retirement Plan.
 - b. Part-time Employee: A Registered Nurse who is regularly scheduled on a continuing basis to work less than seventy (70) hours in ten-hour shifts within two (2) consecutive seven-day workweeks. Such an employee shall be compensated in the same manner as a full-time employee except that wages and benefits would be prorated in proportion to the employee's actual hours worked and consistent with the Group Health/SEIU Healthcare 1199NW Employment Agreement. Part-time employees may also have the option of 15% salary premium in lieu of benefits, as described in the Group Health/SEIU Healthcare 1199NW Employment Agreement article 5.3.
- II. 7/70 nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight time or, upon mutual Agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday.
- III. If a holiday falls on a full-time 7/70 nurse's regularly scheduled day off, the employee shall receive straight time pay for ten (10) hours for the holiday, or upon mutual agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday.
- IV. Shift differentials per Article 8.5 will apply.
- V. 7/70 Registered Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.
- VI. 7/70 Registered Nurses shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) work day or any hours worked beyond forty (40) hours in one seven (7) day workweek or in excess of thirty (30) hours in

the workweek consisting of three (3) ten-hour shifts.

- VII. 7/70 Registered Nurses shall earn Paid Time Off benefits prorated based upon hours worked. In one anniversary year, accrued Paid Time Off time shall be limited to one period of seven (7) consecutive days off. Longer Paid Time Off periods may be granted on an individual request basis. The balance of accrued Paid Time Off shall be scheduled in a manner agreeable to both the employee and the Employer.
- VIII. 7/70 Registered Nurses unable to continue working the 7/70 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within Group Health.
- IX. Registered Nurses will not be required to work on their regularly scheduled days off. Anytime worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay.
- X. Provisions of the Group Health /SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the 7/70 staffing pattern. The provisions of this Addendum shall be subject to renegotiation simultaneous with the Group Health /SEIU Healthcare 1199NW negotiations.

IT IS FURTHER AGREED AND UNDERSTOOD that it shall continue to be the goal of Group Health and SEIU Healthcare 1199 NW to encourage innovation in all areas of the nursing profession consistent with quality patient care and the needs of the individual nurse; and further that Group Health and SEIU Healthcare 1199 NW will continue to work together toward their mutual achievement of that goal.

4/40-STAFFING PATTERN

- I. All Registered Nurses assigned to work within a 4/40 staffing pattern have agreed to so work on a voluntary basis recognizing that it is a new and innovative staffing pattern within Group Health.
 - a. 4/40 nurses, full-time or part-time, required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight time or, upon mutual agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday.
 - b. If a holiday falls on a 4/40 nurse's regularly scheduled day off, the employee shall receive straight time pay for ten (10) hours for the holiday, or upon mutual agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday. Full or part-time 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. Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE times the number of hours worked in their normal workday.

- c. Shift differentials per Articles 8.5, and 8.5.1 will apply.
- II. 4/40 Registered Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.
- III. 4/40 Registered Nurses shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) day or any hours worked beyond eighty (80) hours in a fourteen (14) day period.
- IV. Full-time and part-time nurses working the 4/40 schedule shall participate in the Paid Time Off plan as outlined in Article 10 of this agreement.
- V. 4/40 Registered Nurses unable to continue working the 4/40 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within Group Health.
- VI. The 4/40 staffing pattern may be utilized in patient care units within Group Health with the consent of the individual employee affected. The Union will be notified in advance of such changes in staffing patterns.
- VII. Full-time Registered Nurses will not be required to work on their regularly scheduled days off. Any time worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay.
- VIII. Provisions of the Group Health /SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the 4/40 staffing pattern. The provisions of this addendum shall be subject to renegotiation simultaneous with the Group Health /SEIU Healthcare 1199NW negotiations.

IT IS FURTHER AGREED AND UNDERSTOOD that it shall continue to be the goal of Group Health and SEIU Healthcare 1199NW to encourage innovation in all areas of the nursing profession consistent with quality patient care and the needs of the individual nurse; and further that Group Health and SEIU Healthcare 1199NW will continue to work together toward their mutual achievement of that goal.

WWA VISITING NURSES

1. Visiting nurses shall be compensated for the business use of their personal automobiles at the IRS rate. The Employer will make a good faith effort to have the automobile reimbursement check available each pay period contingent upon submission of required record-keeping within Community Health Services time standards.
2. Visiting nurses shall receive compensation for consumer phone calls from their homes based on the following formula: Calls from 8:00 AM to 10:00 PM: nurses

shall be paid for a minimum of fifteen (15) minutes at his or her regular rate of pay. Calls lasting more fifteen (15) minutes shall be calculated to the nearest fifteen (15) minutes. Calls from 10:00 PM to 8:00 AM: nurse shall be paid at her/his regular rate of pay for a minimum of one (1) hour. Calls lasting beyond one hour will be paid to the nearest fifteen (15) minutes.

3. Visiting nurse calls to consumers and computer laptop transfer time will be considered as time worked. Overtime shall be paid for consumer calls and transfers consistent with Article 7.4 and number 7 of this addendum.
4. Shift differential per Article 8.5 shall be paid for any home visits required to be made after 5:30 PM.
5. Cellular phones will be provided to staff for purposes of coordinated, efficient care delivery and employee and patient safety.
6. Regular employees assigned a .75 FTE or greater will be eligible for the full cost of an AAA "Plus" membership after six months of regular employment. Regular employees assigned an FTE less than .75 FTE will be eligible for one-half the cost of a membership after six months of employment. This policy is subject to administrative procedures or requirements as established by the Employer.
7. Overtime. Where there is mutual agreement between an employer and her/his manager based on an employee-initiated request, Overtime under Article 7.4 will be based solely on time worked beyond forty (40) hours in the normal work period. This provision is intended to respond to the individual visiting nurses who desire greater flexibility in managing their work day while satisfying the Employer's legal obligation around the required payment of overtime compensation.
8. Compensation on a Per Visit Basis. The Employer may establish, subject to the Union's agreement on the terms, a pay per visit compensation plan for temporary employees. Participation by the visiting nurse will be voluntary. The Plan will be evaluated for cost-effectiveness, impact on availability of relief coverage, and patient care considerations through the Nurse Practice Committee

TWELVE-HOUR INNOVATIVE WEEKEND SCHEDULE

1. All registered nurses assigned to work two (2) twelve (12) hour weekend shifts every weekend have agreed to do so on a voluntary basis recognizing that it is a new and innovative staffing pattern within Group Health. The weekend shall be defined as hours between 7:00 AM Saturday and 7:00 AM Monday.
2. A registered nurse regularly scheduled to work twenty-four (24) hours within a seven (7) day period shall be compensated for thirty-six (36) hours of pay. Such employees shall receive the following benefits: medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement; employer-paid portion of life insurance when eligible, long-term disability pursuant to the conditions of the

plan, employee paid accident insurance; Employer-paid dental including dependent coverage to the extent designated in the Group Health/SEIU Healthcare 1199NW Employment Agreement; and the Group Health Employee's Retirement Plan. Registered nurses working a twelve (12) hour weekend innovative shift shall accrue Paid Time Off prorated based on actual hours worked, according to the terms of the PTO plan in Article 10 with EIB accrual accumulating to a maximum of one thousand (1000) hours. Other benefits not named herein shall be appropriately prorated.

3. A twelve (12) hour weekend innovative shift RN required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus twelve (12) hours of holiday pay at straight time, or upon mutual agreement, a day a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday.
4. Employees assigned to work the shift (7:00am-7:30pm) shall be paid the 2nd/evening shift differential of two dollars and seventy-five cents (\$2.75) per hour for all hours worked after 3:00 p.m. Employees assigned to work the shift (7:00pm-7:30am) shall be paid the 3rd/night shift differential of three dollars and seventy-five cents (\$3.75) per hour over the regular rate of pay. Effective the first full pay period on or after 11-1-10, the 3rd/night differential shall increase to four dollars (\$4.00) per hour.
5. Twelve-hour weekend innovative shift nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.
6. Meal and Rest Periods: All employees shall receive an unpaid Meal period of at least one-half (½) 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 three (3) paid rest periods of fifteen (15) minutes each during each shift of twelve (12) hours or more 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. Registered nurses working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for the first hour worked beyond twelve (12) hours in one (1) work day or any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time. The workweek of each employee will be individually determined for purposes of calculating overtime.
8. The provisions of Article 7.6 (Weekend Work) shall not apply to nurses who voluntarily participate in the Twelve Hour Innovative Weekend Schedule.
9. Registered nurses will not be required to work on their regularly scheduled days off. Any time worked on a voluntary basis shall be paid at time and one-half their

regular rate of pay after forty (40) hours in a seven- (7) day period.

10. Registered nurses working this innovative schedule will be eligible for only those premiums specified in this addendum.
11. Registered nurses unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within Group Health.

TWELVE (12) HOUR REGISTERED NURSE STAFFING PATTERN

- I. All Registered Nurses assigned to work within a twelve (12) hour shift-staffing pattern have agreed to do so on a voluntary basis.
- II. Full time employee: A registered nurse regularly scheduled to work a total of seventy-two (72) hours in twelve-hour shifts within two consecutive seven day periods. Such employee will be compensated for eighty (80) hours of pay; also such employees shall receive full benefits including: holiday, paid educational/professional leave, emergency leave, medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement. Employer-paid portion of life insurance when eligible; employee-paid accident insurance; dental, Employer-paid to the extent designated in the Group Health/1199 Northwest Employment Agreement, and the Group Health Employee's Retirement Plan. Registered nurses on the twelve (12) hour shift-staffing pattern shall accrue Paid Time Off prorated based on actual hours worked as described in the PTO Plan at Article 10 accrual accumulating to a maximum of one thousand (1000) EIB hours.
- III. Part time employee: A registered nurse who is regularly scheduled to work less than seventy-two (72) hours in twelve-hour shifts in two consecutive seven-day periods. Wages and benefits for such employees would be prorated in a manner consistent with the terms described for full-time employees and consistent with Group Health/SEIU Healthcare 1199NW Employment Agreement. Employees who have a .45FTE shall be treated as .5 for benefit purposes only. Paid Time Off accruals would be prorated in a manner consistent with the terms described for full-time employees. Part-time employees may also have the option of 15% salary premium in lieu of benefits, as described in the Group Health/SEIU Healthcare 1199NW Employment Agreement Article 5.3.
 - i. A twelve (12) hour shift RN required to work on a holiday shall be paid one and one half (1½) times the regular rate of pay plus (12) hours of holiday pay at straight time or upon mutual agreement, an unpaid day off with benefits may be taken within thirty (30) days following the holiday.
 - ii. If a holiday falls on the twelve (12) hour shift full-time RN's day off, the employee shall receive straight time pay for twelve (12) hours for the holiday, or upon mutual agreement, an unpaid day off with benefits may be taken within thirty (30) days following the holiday.

- IV. Twelve (12) hour shift registered nurses assigned to work the shift (7:00am-7:30pm) shall be paid an 2nd/evening shift differential of two dollars and seventy-five cents (\$2.75) per hour over the regular rate of pay for four hours of the second shift. Employees assigned to work the shift, (7:00pm – 7:30am) shall be paid the 3rd/night shift differential of three dollars and seventy-five cents (\$3.75) per hour over the regular rate of pay. Effective the first full pay period on or after 11-1-10, the 3rd/night differential shall increase to four dollars (\$4.00) per hour.
- V. Twelve (12) hour shift registered nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.
- VI. Employees working the first shift (7:00am – 7:30pm) shall notify the employer two hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second shift (7:00pm, - 7:30am) will notify the employer three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may, at the employer's option, be grounds for discharge.
- VII. Meal and Rest Periods: All employees shall receive an unpaid meal period of at least one-half (½) 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 three (3) paid rest periods of fifteen (15) minutes each during each shift of twelve (12) hours or more 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.
- VIII. Registered Nurses working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half times the regular rate of pay for the first hour after the end of the shift or any hours worked beyond forty (40) hours in a seven day period. If a nurse works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time. The workweek of each employee will be individually determined for the purposes of calculating overtime.
- IX. Registered Nurses will not be required to work on their regularly scheduled day off. Any time worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay after forty (40) hours in a seven (7) day period.
- X. Registered Nurses unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified with Group Health.
- XI. Provisions of the Group Health /SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the twelve (12) hour staffing pattern. The provisions of this

Addendum shall be subject to renegotiations simultaneous with the Group Health /SEIU Healthcare 1199NW negotiations.

- XII. The Employer will make a good faith effort to provide each employee with eleven (11) hours and thirty (30) minutes off duty between shifts. In the event an employee is required to work with less than eleven (11) hours thirty (30) minutes off duty between shifts, all time worked within this eleven (11) hour thirty (30) minute period shall be paid at one and one-half (1½) times the regular rate of pay.
- XIII. Holiday Pay--Christmas and New Years. December 25 and January 1 will be the designated holiday for employees who work the day shift. December 24 and December 31 will be the designated holiday for employees who work the night shift.

It is further agreed and understood that it shall continue to be the goal of Group Health and SEIU Healthcare 1199NW to encourage innovation in all areas of nursing profession consistent with quality patient care and the needs of the individual nurse and further that Group Health and SEIU Healthcare 1199 NW will continue to work together toward their mutual achievement of that goal.

AFTER HOURS CARE AT HOME HEALTH AND HOSPICE

Purpose: To provide needed visiting nurse services in person and by phone between the hours of 4:30 p.m. and 8:30 a.m. daily in a cost efficient manner that also limits so far as practicable utilization of current regular visiting nurses for additional standby assignments.

- 1) Regular employee/FTE designation. An employee who commits to be available for all unscheduled and selected scheduled visits and phone calls for CHS patient between the hours of 4:30 p.m. and 8:30 a.m. daily for an agreed-upon number of evenings per month shall be classified as a regular employee and assigned an FTE in proportion to the number of evenings per month to which the employee commits.
 - a. Example: An employee who commits to be available for two seven-consecutive evening rotations during a four-week period will be classified as a .88 FTE. An evening rotation shall be from 4:30 p.m. to 8:30 a.m.
- 2) Availability. The employee shall be accessible for assignment by Employer-provided pager. The Employer will also provide a cellular telephone for the employee's business use. Employees are otherwise free to engage in non work-related activities as long as they are accessible for work assignment and "fit for duty."
- 3) Staffing Levels. The Employer will determine the number and FTE of regular employees needed to best meet patient care needs.
- 4) Compensation. Employees will be compensated at their regular rate of pay for all hours reflected by their assigned FTE regardless of actual hours worked

provided no overtime is worked as provided for in this agreement.

- 5) Overtime. Employees will be compensated at the rate of one and one-half (1½) times their regular rate of pay for all actual hours of work as defined in paragraph 6 in excess of ten in the daily period of 4:30 p.m. to 8:30 a.m. daily or forty in the seven-day work week. The workweek of each employee will be individually determined.
- 6) Relief Coverage. An employee who provides Paid Time Off or other relief for a co-worker under this alternative staffing agreement will be paid ten hours per shift at their regular rate of pay unless overtime is owed.
- 7) Relief Coverage Assignment. The employer affirms its commitment to limit to the extent practicable the occasions and circumstances in which regular employees not employed under this Agreement are assigned to provide relief coverage for after-hours care. In order to minimize the occasions and circumstances when it is necessary to assign other CHS employees to provide relief coverage for after-hours care, the Employer will seek relief coverage in the following order of priority:
 - a. Employees working under this Agreement.
 - b. Temporary employees designated to take standby assignments for after-hours care as provided for under this Agreement.
 - c. Regular and temporary staff not employed under this Agreement who volunteer for standby.
 - d. When the Employer identifies an urgent care need, and when coverage under (a), (b), and (c) above is not available, regular employees will be assigned standby for after-hours care as provided for under this Agreement on a rotating basis in inverse order of seniority.

Employee providing relief coverage under paragraphs (c) or (d) above will be paid for standby, phone calls and visits according to the Group Health/SEIU Healthcare 1199NW Employment Agreement and any applicable policies.

- 8) Actual Hours Worked. Actual hours worked shall be defined as follows:
 - a. Time for phone calls calculated per paragraph 2 of the Visiting Nurse Addendum.
 - b. Home visits to include time spent for delivery of services at the home, travel time to and from the patient's home, documentation time and related phone calls.
 - c. Time spent in case conferences, meetings with supervisors and training as required by the Employer.
- 9) Benefits. Regular employees will be entitled to insurance benefits, continuing education leave time, Paid Time Off and other fringe benefits as stated in the Group Health/SEIU Healthcare 1199NW contract consistent with the employee's FTE. Paid Time Off may be used up to the number of hours represented by the employee's assigned FTE. Each shift will be considered ten hours for purposes of Paid Time Off, and other types of leave.
- 10) Holidays. Employees assigned a .88 FTE will be scheduled to work 4 holidays per year; employees assigned a .44 FTE will be assigned 2 holidays per year.

- a. Holidays Worked. Employees will be compensated at their regular rate of pay for the shift (ten hours) plus holiday pay as follows.
 - i. 4:30 pm to 12:00 am....7-1/2 hours
 - ii. 12:00am to 8:30 am....8-1/2 hours
 - iii. Under no circumstances will any employee be paid more than ten hours of holiday pay
 - b. Holidays Not Worked. Employees assigned a .88 FTE will be compensated 10 hours holiday pay for holidays, which fall on a scheduled day off. Holiday pay for other part-time employees will be prorated on their FTE based on 10 hours.
- 11) Premiums. Employees working this innovative staffing schedule will not be eligible for standby, or other premiums specified in the Group Health/SEIU Healthcare 1199NW contract. Employees will be eligible for night shift differential for ten hours and weekend pay.
- 12) Discontinuation. An employee who is unable to continue working this schedule and whose performance has been satisfactory shall be offered the first available position in Group Health for which the employee is qualified.
- 13) In the event the Employer exercises its right to discontinue this schedule pursuant to Article 7.3, the employee will have the choice of first available position in Group Health for which s/he is qualified or may revert to temporary status, in which case all conditions of standby, patient visits, and phone calls will be paid according to the Group Health/SEIU Healthcare 1199NW Employment Agreement and any applicable policies.
- 14) Other Provisions. All other provisions of the Group Health/SEIU Healthcare 1199NW Agreement not inconsistent with this Agreement shall otherwise apply.

OTHER ADDENDUMS

- 1) Article 7.3 (Alternative Work Schedule). The Employer and the Union mutually recognize the benefit alternative work schedules may have on recruitment and retention of qualified nurses. To further encourage the exploration, development and offering of alternative work schedules, the Employer and the Union agree to work together to create an environment within their respective organizations where staff and management nurses have an opportunity to consider alternative work schedules taking into consideration such factors as employee interest, patient care needs, cost, impact on operations, turnover and vacancy rates, the use of overtime and agency nurses and employee morale. Such efforts will include working together to:
- a. Make information on alternative work schedules available to staff and managers;
 - b. Encourage staff and managers to discuss and consider alternative work schedules especially where staff/manager interest exists and/or patient care needs may be better served;
 - c. Encourage and facilitate staff and managers to collaborate on the planning and implementation of alternative schedules.

The parties acknowledge the Employer's right to discontinue an alternative work

schedule upon proper notice and discussion with the Union as set forth in Article 7.3. In making its determination, the Employer will include among its considerations the impact on individual employees and employee morale.

Regarding the Employer giving primary consideration to layoffs before unit, department or facility-wide reductions: In making its decision under Article 13.2 on layoff versus unit, department or facility-wide hours reductions, it is understood and agreed that the Employer's considerations will include what best satisfies staffing, scheduling and other operational and patient care needs. Additionally, in making its decision, the employer will give consideration to the adverse impact on the individual employees and employee morale.

- 2) Chemically impaired nurse. 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 nurse to remain in professional nursing practice so long as performance expectations are maintained. In recognition of this mutual interest, the Employer and Union support such efforts as:
 - a. Identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance.
 - b. Participation in programs and services through which employees may seek confidential assistance and treatment in the resolution of chemical dependency problems.
 - c. Participation in the State Board of Nursing Substance Abuse Monitoring Program, including individually tailored return to work agreements.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use accrued PTO and/or health 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.

- 3) Nursing Technician. "Nursing technician" means a nursing student employed in a hospital licensed under Chapter 70.41 RCW or a nursing home licensed under Chapter 18.51 of the RCW, who-
 - a. Is currently enrolled in good standing in a nursing program approved by the commission and has not graduated; or
 - b. Is a graduate of a nursing program approved by the commission who graduated.

The purpose of the role of nursing technician is to provide opportunity for students enrolled in an AND or BSN program to gain experience within the limits of their education, but not limited to the scope of functions of nursing assistant-certified. The registered nurse is responsible at all times for supervising the nursing technician. Supervision is defined in WAC 246 840 880.

- 4) Definition of Domestic Partner and son/daughter. Domestic partners are 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 11.4 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.

- 5) Safer medical devices and exposure control. Group Health is committed to reducing and preventing the risk of percutaneous injuries and blood/body fluid exposures through the application of technology, evaluation of work procedures, and prevention measures. Group Health will provide surveillance of parenteral exposures and other blood/body fluid exposures, to include identification of device-specific mechanisms of injuries.

The Employer will continue to maintain a Sharps Injury Log and shall record each exposure incident involving a sharp on the log within 14 days of the incident, including information consistent with federal OSHA requirements.

Consistent with federal OSHA’s 1999 Compliance Directive, Group Health will evaluate and buy the most effective safer needles and other safer sharps to prevent needle stick injuries. This will include engineering controls such as needleless devices, retractable or self-blunting devices and plastic capillary tubes. Employees will be provided with adequate training and orientation on the use of safer devices.

The Employer will involve frontline employees in the identification and selection of needles and other sharps and in designing and conducting the evaluations and pilot testing of products.

Evaluation of devices with integrated safety features and protective barriers include cost, applicability, and effectiveness, with effectiveness being a primary determinant. The process will be overseen by the Regional Infection Control Practitioners and the Infection Control and Safety Committees. Group Health will continue to evaluate current and new products in conjunction with our surveillance data to enhance the safety of employees and patients.

Group Health will continue to provide testing pursuant to Group Health policies and protection, such as vaccines and preventative strategies, to employees from occupational transmission of blood borne and airborne communicable diseases. Group Health will continue to provide the following, consistent with CDC recommendations: hepatitis C testing, hepatitis B vaccine, hepatitis immunity screen, hepatitis boosters as determined to be medically appropriate, PPD screening and confidential HIV testing associated with accidental parenteral exposures.

- 6) WWA Nurse Practitioners. Group Health will continue to hold meetings between nurse practitioners with Group Health managers and the Medical Director to discuss issues of mutual concern related to the work of nurse practitioners including a study session on variable compensation and the potential impact on nurse practitioners.
- 7) Consulting Nurse Service. For purposes of holiday designation and shift differential, the consulting nurse department will be considered a 24-hour patient care area
- 8) Overtime rules. Regular full and part-time employees who have agreed to work innovative work schedules of nine (9), ten (10), or twelve (12) hour shifts will be paid overtime beyond the innovative shift lengths per the respective contract addendums. If

an employee agrees to work additional shifts of any length beyond their FTE, overtime shall be paid after eight (8) hours.

Employees who have agreed to work “variable shifts”, i.e. a scheduled pattern of any combination of shift lengths, shall be paid overtime beyond the scheduled shift length. If an employee agrees to work additional shifts of any length beyond their FTE, overtime shall be paid after eight (8) hours.

Employees who work eight (8) hour shifts and agree to work additional shifts of any length hours will be paid overtime after eight (8) hours.

Temporary part time employees will be paid overtime after working eight (8) hours when working a shift of any length. If a temporary part time employee agrees to work another employee’s scheduled innovative shifts for longer than one (1) week, overtime will be paid after the shift length. Examples of such situations include covering a planned absence, medical leave, etc.

- 9) Group Health-SEIU Healthcare 1199NW 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 Labor Management Committee for specific planning and implementation
- 10) Liaison Nurses. Seniority shall be defined as time worked in the bargaining unit plus time worked in the job classification. For purposes of unit layoff, unit job posting and vacation scheduling, seniority shall be defined as the date of hire into the job classification.
- 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 employees 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) 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 Group Health 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.

13) ARNP's.

1. Group Health supports ARNP's participation in DNP programs to increase their proficiency in research appraisal, translation of evidence into practice and direct clinical expertise that will lead to the advancement of higher quality patient care. The ARNP Practice work group will engage in discussion over the next year on scope of duties and appropriate opportunities for DNPs. Group Health and SEIU will discuss appropriate compensation. Employees who are in a DNP program or are graduates of a DNP program should participate in the development of the appropriate duties.
2. In addition, Group Health commits to using best efforts to remove internal Group Health barriers to having ARNPs/DNPs assuming positions that are part clinical and part administrative. Group Health recognizes the importance of ARNP's ability to maintain licensure while working in administrative roles. Human Resources and Payroll will support efforts to encourage full utilization of the ARNP/DNP roles.
3. Group Health and SEIU will, through the ARNP practice work group, explore mechanisms to provide a variable pay program that could include secure messaging and other alternatives to visits, patient satisfaction scores, HEDIS, etc.
4. Group Health will pay ARNPs \$10 for completing L&I forms predicated upon verification that this is current practice for PA staff performing the same work.

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 |

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