

EMPLOYMENT AGREEMENT

by and between

YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND HEART CENTER

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL No. 1199 NW, AFL-CIO, CLC

January 1, 2008 - January 31, 2011

This Agreement is between Yakima HMA, Inc. d/b/a Yakima Regional Medical and Heart Center (hereinafter referred to as "Medical Center") and the Service Employees International Union, Local #1199 NW, AFL-CIO, CLC (hereinafter referred to as "Union"). The purpose of this Agreement is to promote harmonious working relationships between the LPNs covered by this Agreement and the Medical Center in order to meet the mutual objective of quality patient care.

ARTICLE 1 - RECOGNITION

The Medical Center recognizes the Union as the representative for all Licensed Practical Nurses employed in the Medical Center, as staff LPNs for the purpose of negotiation of rates of pay, hours of work, working conditions, and other matters as specified in this Agreement.

ARTICLE 2 - NONDISCRIMINATION

Neither the Medical Center nor the Union may discriminate against any LPN for reason of race, religion, age, gender, disability, color, sexual orientation, or national origin, or membership or non-membership in the Union. Discrimination that results from sexual harassment shall be considered discrimination under this Article.

All complaints alleging any form of discrimination shall be submitted in writing to the Representative for Human Resources with a copy to the Administrator. The LPN and Union representative will meet with the Representative for Human Resources within fifteen (15) calendar days of receipt of the complaint for the purpose of reviewing and resolving the complaint. The Representative for Human Resources will communicate the Employer's position to the Union in writing within seven (7) calendar days. If this does not satisfactorily resolve the complaint, the LPN may submit the matter to the appropriate governmental agency. The grievance procedure is not used for any matters in this Article.

ARTICLE 3 - MEMBERSHIP/PAYROLL DEDUCTION

3.1 Membership. All Licensed Practical Nurses covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement, or who become members of the union in good standing during the term of this Agreement, shall remain members of the Union during the term of this Agreement. For purposes of this Article, it is understood that any membership requirement can be met by the timely payment of monthly union dues or the payment of an equivalent agency fee.

Any LPN who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail with a copy to the Human Resources Department within the last fifteen (15) days prior to the expiration date of this Agreement.

3.1.1 New Hires and Current Non-members. LPN's who are not members of the Union on the date this Agreement is ratified and LPNs hired after the effective date of this Agreement shall have ninety (90) days from the date of ratification or their date of hire, whichever is later, to notify the Union in writing by certified mail of their intention not to join the Union. Such notice must be postmarked during the ninety (90) day period and sent to the Union's office with a copy sent to the Employer's Human Resources Department. In the event a current non-member or newly hired LPN fails to exercise this option within such ninety (90) day period, then that LPN shall be required to become and remain a Union Member in good standing within sixty (60) days from the end of the ninety day period following the date of ratification or date of hire for newly hired LPNs.

3.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of this Article 3 as the tendering of Union dues or agency fees on a timely basis. The Union shall notify the Employer in writing of any LPN who has failed to become or maintain membership in good standing as required by this Article 3. The Employer shall, within thirty (30) days after receipt of such written notice from the Union discharge any LPNs who have fail to comply with the requirements of this Article 3 and such discharge shall be deemed for just cause.

3.1.3 Hold Harmless. The Union agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits orders, or judgments brought against the Employer as a result of the Employer's discharge of an LPN in accordance with the provision of this Article 3.

3.2 Payroll Deduction. The Medical Center shall deduct Union dues or agency fees from LPNs' pay upon written authorization from the individual LPN. Procedure for such deduction shall be developed jointly by the LPNs and the Medical Center, and dues shall be transmitted to the office of the Union on a specified basis.

ARTICLE 4 - UNION REPRESENTATION

4.1 Bulletin Boards. The Medical Center shall provide bulletin board space for posting of notices of Union activities. Such materials will be signed by a designated local unit representative, and a copy given to the Assistant Administrator for Human Resources or designee prior to posting.

4.2 Meeting Facilities. The Union shall be permitted to use Medical Center facilities for education, business, or contract vote meetings of the Local Unit, with or without the Union staff present, provided sufficient advance request for meeting facilities is made to a designated Medical Center Administrator and space is available.

4.3 Contract. The Union shall provide a copy of this Agreement to all newly hired LPNs. An SEIU, Local 6 membership application and payroll deduction authorization form with business reply mailer shall be attached to the contract. The cost of printing such Agreement shall be borne by the Union. A letter, provided by the Union, shall be attached to the Agreement introducing the newly hired LPN to the Union. Such letter shall be subject to approval by the Medical Center.

4.4 Union Representative. The Union's authorized staff representative shall have access to the premises where employees covered by this Agreement are working, excluding patient care areas, and may investigate working conditions pertaining to the job only after obtaining approval from the Medical Center. 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.

4.5 Local Unit Chairperson. LPNs may select a local unit chairperson from among the LPNs in the bargaining unit. The local unit chairperson will only be recognized by the Employer upon written notification of official designation from the Union. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working time.

4.6 Rosters. Within thirty (30) days after the execution of this Agreement and monthly thereafter, the Medical Center shall provide the Union and the unit chairperson a roster of LPNs in the bargaining unit. The list shall include names, addresses, social security numbers, phone numbers, and shift of the LPNs. Monthly updates of all LPNs in the bargaining unit hired or terminated shall be provided to the Union. For new hires the information provided shall be as listed above. Delivery of roster information to the Union shall be by US and electronic mail.

ARTICLE 5 - EMPLOYMENT STATUS

5.1 Probationary Status. The first three (3) months of continuous employment shall be a probationary period. After three (3) months of continuous employment, the LPN shall attain regular status, unless specifically advised by the Employer in writing of an extended probationary period not to exceed an additional three (3) months. During the probationary period, an LPN may be terminated without notice and without recourse to the grievance procedure.

5.2 Employment Status.

5.2.2 Regular status is held by all full-time and part-time LPNs upon completion of the probationary period.

5.2.3 Full-Time Status. Full-time status is held by all LPNs who regularly work forty (40) hours within a seven (7) day period or eighty (80) hours per fourteen (14) day work period. For those LPNs on innovative work schedules, thirty-six (36) hours worked per week shall constitute full-time for health insurance purposes.

5.2.4 Part-time status is held by all LPNs who regularly work less than forty (40) hours within a seven (7) day period or eighty (80) hours per fourteen (14) day period.

5.2.5 Per Diem Status. Per diem status is held by an LPN who is hired to work during any period when additional work of any nature requires a temporarily augmented work force. Per diem nurses receive a fifteen percent (15%) premium above the contract base rate of pay in lieu of all fringe benefits, except shift differential and worked holiday premium.

Regular LPNs reclassified to per diem status shall retain the prior increment level for pay purposes, plus a fifteen percent (15%) premium in lieu of benefits, except for shift differential and worked holiday premiums. Per diem LPNs shall not accrue seniority.

It is a requirement that the per diem LPN shall be available to work twelve (12) weekends out of each year. Per diem nurses shall work at least one (1) holiday each year, shall be available to work at least one (1) of the three (3) major holidays defined as Thanksgiving, Christmas and New Year's Day, and shall be available to work at least two (2) different shifts per month per LPN. Per diem LPNs shall be scheduled to work after available full- and part-time LPNs have been regularly scheduled, provided the skill levels of the per diem LPN, as determined by the Employer, are adequate with the area assigned.

Effective January 1, 2005, per diem LPNs shall begin to accrue time toward longevity step increases based upon completing 2080 hours of work. The Medical Centers will track per diem hours worked. Per diem LPNs will endeavor to notify the Medical Center when their hours have reached the 2080 to be eligible for longevity step increases.

5.3 Performance Appraisal. The performance appraisal of the LPN shall be completed annually. When such a formal written appraisal is carried out, the LPN shall be made aware of the appraisal and shall signify, in writing, awareness of the appraisal. If the LPN disagrees with the appraisal the LPN may object in writing to the appraisal, and such objection shall be retained by the Medical Center with the appraisal. Performance appraisals will include peer review if requested by the LPN or the supervisor. An LPN who has made a written response to the LPN's evaluation setting forth objective reasons for the LPN's disagreement with the evaluation may, if the evaluation is not changed as requested utilize the first two steps of the grievance procedure to

review the evaluation. Only the final revised evaluation, if revision is made, will be retained in the LPN/s personnel file.

5.4 Resignation Notice by LPN. Regular LPNs are to give not less than three (3) weeks' written notice of intended resignation. Failure to provide such notice will result in the LPN being ineligible for rehire and for payment of accumulated annual leave.

5.5 Discipline and Discharge. No LPN shall be disciplined or discharged except for just cause. "Just Cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and disciplinary suspensions). A copy of all written disciplinary actions shall be given to the LPN. Upon request, LPNs shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense is just cause for immediate suspension or discharge. An LPN will be advised that they may request the presence of the Local Unit Chairperson, or designee during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

5.6 Layoff and Recall. In all layoffs and reemployment, seniority shall be given preference if all other qualifications are equal as determined by the designee of the Medical Center. The following order of layoff is established in the event such may occur:

- a. LPNs not regularly scheduled;
- b. New LPNs while on probation;
- c. Regularly scheduled LPNs in order of service, the one with the least service being laid off first (the last hired is the first laid off), provided competency and ability are equal as determined by the designee of the Medical Center, and operational requirements of the Medical Center are met.

Seniority shall be determined from the records of the Medical Center based upon the most recent date of hire with the Medical Center. The LPN's individual record and seniority roster shall be available for the LPN's inspection at the Human Resources Department. All affected full-time and part-time LPNs will be given advance written notice of layoff or pay in lieu thereof (based on scheduled hours) at least fourteen (14) days prior to the layoff.

An LPN shall be entitled to seniority after completion of the probationary period, whereupon seniority rights shall be retroactive to the employment date. Seniority shall not be reduced by paid sick leave, nor by industrial accident, nor leaves of absence granted by the Medical Center, provided that such leaves are less than thirty (30) days' duration or are extended beyond thirty (30) days by mutual agreement.

Regular LPNs shall only lose their seniority rights for one of the following reasons:

- a. Voluntary termination;
- b. Discharge for just cause;
- c. Failure to report from layoff within five (5) days after receiving notification;
- d. Failure to keep the Medical Center informed of current address while on layoff.

In the event of layoff, the names of such regular LPNs relieved from duty shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. An LPN shall be removed from the roster only upon reemployment or refusal to accept permanent work.

When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, and the regular LPN of such register shall be first reinstated, provided competency and ability are equal and operational requirements of the Medical Center are met.

Upon reemployment from such register, the regular LPN shall have all previously accrued benefits and seniority restored.

5.6.1 Bumping. An LPN displaced from a position due to layoff may displace (bump) a less senior LPN that is within .4 FTE of the more senior LPN provided all other qualifications are equal as determined by the employer.

5.6.2 Unit Closure. In the event an LPN's position is eliminated due to closure of the unit, Article 5.6 will apply.

5.6.3 New Roster. If a layoff is announced, a current roster will be provided to the affected LPNs, with a copy immediately provided to the Union, together with a listing of any vacant position.

5.6.4 Notice of Layoff. Prior to the announcement or notice of layoff to the LPN(s), the Medical Center shall notify the Union of the layoff, twenty-one (21) days prior to the layoff except for unforeseeable conditions preventing such notice that are beyond the Employer's control.

5.7 Restructuring. Restructure means that the FTE complement of a unit is reconfigured or reduced. In the event of a restructure, the Employer will meet with the affected employees to discuss the reconfiguration of the FTE's prior to the intended changes. Employees who are not assigned a position in the restructured Unit will receive a listing of vacant LPN positions within the Facility and either accept an open position or may choose to take layoff. If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

5.8 Posting of Vacant Positions. Notice of vacant regular LPN positions shall be posted at the designated location five (5) calendar days prior to such positions being filled by the Medical Center, in order to provide regular LPNs currently employed by the Medical Center the first opportunity to apply. If the regular LPN currently employed is deemed best qualified, he/she will have first choice of the position. If two (2) regular LPNs with equal skills and ability apply for the same position, the regular LPN with the greater seniority shall have first preference. Per diem LPNs will be given consideration in preference to applicants who are not employees of the Medical Center for all regular full- and part-time positions, when skill and ability are equal.

5.9 Access to Personnel File. LPNs shall have access to the contents of their personnel file, including performance appraisals, conditions of hiring, change in status relative to pay and/or shift, counseling documentation, and termination and leaves of absence which shall be in writing with a copy given to the LPN.

5.10 Low Census. In attempting to cover low census periods, the Medical Center shall first ask for volunteers. If enough volunteers cannot be found, the low census time shall be implemented in the following order:

- a. Agency LPNs;
- b. Overtime, wherever possible;
- c. Return to authorized hours;
- d. Per diem LPNs;
- e. Mandatory reductions in hours worked by regular LPNs, rotated on an equitable basis.

5.10.1 Low Census Notification. The Medical Center shall make a reasonable effort to notify LPNs at least one and one-half (1 1/2) hours in advance of their regularly scheduled shift if the LPN is not required to report to work on that shift as a result of low census reductions.

5.10.2 Benefits During Low Census. Regular LPNs who work temporarily reduced schedules at the request of the Medical Center shall not lose any benefits to which their status otherwise entitles them.

5.10.3 Report Pay. LPNs who have not been contacted and who report to work for their regularly scheduled shift and are told to go home, shall receive a minimum of three (3) hours of work at their regular rate unless they cannot be reached after reasonable attempts have been made to contact them. The Medical Center will keep a log of the contact made. This commitment shall not apply when the Employer has made a good faith effort to notify the LPN at least one and one-half (1 1/2) hours in advance of the scheduled shift not to report for work.

5.10.4 Implementation of Low Census. The Medical Center reserves the right to adjust the order of implementation of low census time based on required skill levels and operational requirements of the Medical Center.

ARTICLE 6 - JOB CLASSIFICATIONS

6.1 Staff LPN. An LPN employed by the Medical Center who is responsible, under direct supervision of a Registered Nurse, for the direct nursing care of the patient.

6.2 LPN II. An LPN II is an LPN who has completed the educational and licensure requirements as described in the staff LPN definition. Additionally, the LPN II has completed

technical and didactic requirements as determined by the Employer. Specific skills may be required by individual nursing units (e.g., telemetry monitoring) based on operational needs. Any changes in the LPN II job description will be made by the Conference Committee prior to implementation. The Medical Center reserves the right to stipulate LPN II status as a condition of employment for specific nursing units. The Medical Center will provide training as needed.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Standard Work Period. The standard work period shall consist of eighty (80) hours within a fourteen (14) day period, or forty (40) hours within a seven (7) day period.

7.2 Work Day.

7.2.1 Standard Work Day. A standard work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours, with a thirty (30) minute meal period on the LPN's own time, if the LPN is relieved of duties during this period.

7.2.2 Innovative Work day. Other innovative work days may be utilized with mutual agreement between the Medical Center and the individual LPN regardless of status with a written notice to the Union.

7.2.3 Thirty-Six Hour Schedule. An approved innovative work schedule of at least thirty-six (36) hours worked per week will be considered to be full-time work for purposes of medical insurance benefits. Thirty-six (36) hour schedules worked shall receive thirty-six (36) hours of pay. The Medical Center reserves the right to revert back to a standard work day.

7.3 Overtime. Any time actually worked (for LPNs on the fourteen (14) day period) beyond eight (8) hours per day or eighty (80) hours in a fourteen (14) day period shall be paid at the rate of time and one-half (1 1/2) of the regular rate. Any time worked (for LPNs on the seven-day period) beyond the scheduled work day or forty (40) hours in a seven (7) day period, shall be paid at the rate of time and one-half (1 1/2).

7.3.1 Timing of Overtime. Overtime shall be computed in increments of one quarter of an hour (1/4) hour.

7.3.2 Pyramiding of Overtime. There shall be no pyramiding of overtime.

7.3.3 Overtime Approval. The Medical Center and the Union concur that overtime should be discouraged, however, when necessary, LPNs covered by this Agreement may be asked and be expected to perform a reasonable amount of overtime as required. All overtime must be approved in advance by the supervisor, when practical.

7.3.4 Schedule changes initiated by the employee shall not result in overtime penalties to the Medical Center.

7.4 Meal/Rest Period. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen minutes on the employer's time, for each four (4) hours of working time.

7.5 Posting of Schedules. Monthly work schedules and days off shall be posted ten (10) working days prior to the beginning of the month. Such schedules, once posted, shall not be changed unless the changes are mutually agreed to by the individual nurse involved, and the LPN's supervisor.

7.6 Personal Data. It shall be the obligation of the LPN to inform the Medical Center of his/her phone number or a message phone, and to keep the Medical Center informed of any changes.

7.7 Weekends. The Medical Center will schedule all regular full-time and part-time LPNs for every other weekend off. If an LPN works on a third successive weekend all hours worked will be paid at the rate of time and one-half (1 1/2). This section shall not apply to LPNs 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 LPNs working day or evening shifts, and from 11:00 p.m. Friday to 11:00 p.m. Sunday for LPNs working night shifts. It is understood that all LPNs have the obligation to work weekends as assigned. However, where operational needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule nurses who have requested not to work weekends, to reduced weekend schedules by order of seniority.

7.7.1 Weekend Work for Home Health LPNs. Home Health LPNs required to work on Saturday or Sunday will be compensated for a minimum of two (2) hours per day at straight time.

7.8 Time Paid But Not Worked. Time paid for but not worked shall count as time worked for purposes of computing anniversary dates.

7.9 Pay After Twelve (12) Consecutive Hours of Work. After twelve (12) consecutive hours of work, excluding the meal period, the rate of pay will be at double (2x) the rate of pay of the LPN concerned. This provision shall apply to LPNs who have voluntarily agreed to work a double shift, but shall not apply to LPNs who have agreed to work a twelve (12) hour shift equaling a standard work day. Work in excess of an innovative shift will be paid at one and one-half (1 1/2) times the regular rate for the first half-shift, and then two times (2x) the regular rate. Work in excess of three (3) twelve (12) hour shifts will be paid at straight time for the first four (4) hours and at time and one-half (1 1/2) thereafter.

7.10 Rest Between Shifts. Each LPN shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed upon between the LPN and the Medical Center. If an LPN returns in less than ten (10) hours, the first eight (8) hours will be paid at one and one-half (1 1/2) times the regular rate, and any further hours will be paid at twice (2x) the regular rate. This does not apply when the shift change is at the request of the LPN.

7.11 Consecutive Work. LPNs who work six (6) consecutive days shall be paid at the rate of one and one-half (1 1/2) times the LPN's regular rate for all hours worked on the sixth (6th) day, and all following consecutive days unless this type of scheduling is agreed to by the LPN.

7.12 Rotation of Shifts. There shall be no regular rotation of shifts, except where necessary to provide adequate patient care.

7.13 Work on Day Off. LPNs will not be required to come in on their day off except in an emergency or by mutual agreement. Any full-time LPN called in on her/his day off or time off shall be paid at time and one-half (1 1/2) for the first four (4) hours or half shift (whichever is greater), and double (2x) the regular rate for the second four (4) hours or half shift (whichever is greater), provided the time worked requirements for computing overtime are met.

7.13.1 Twelve Hour LPNs. Twelve hour LPNs (three 12-hour shifts per week) shall receive straight time pay for the first four (4) hours of work on a day off, time and one-half (1 1/2) for the second, and double time (2x) thereafter.

7.14 Benefit Pay. Sick leave and annual leave times will be paid on the basis of the LPN's regular shift and hours. Education leave, funeral leave, and other paid non-work time will be paid on the basis of an eight (8) hour shift period.

7.15 Innovative Shift Time Off. Annual leave, sick leave, funeral leave, professional/education time may be used in blocks of time to equal (or replace) regularly scheduled hours, which are not to exceed the total hours, as defined by this Agreement.

7.16 Work in Advance of Shift. When a hospital nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay.

7.17 Floating. An LPN will not be required to float for a minimum of two months from date of hire or until completion of initial orientation. During the LPN's initial orientation to the Medical Center each LPN will be scheduled up to 4 hours on each unit to which the LPN may be required to float.

No regularly scheduled full-time or part-time nurse will be required to float if agency, non-guaranteed travelers, per diem, or overtime LPNs are being used on the LPN's unit unless the LPN so agrees. Regularly scheduled full and part-time unit LPNs and guaranteed travelers will be floated in an equitable rotation based on who has floated most recently providing the needs of

the unit to which the LPN is being floated and from which the LPN has been floated are met. No LPN will be expected to float if assigned to precept an LPN.

When an LPN is required to float within the Medical Center, the LPN will receive a brief reorientation appropriate to the assignment. This orientation will be dependent on the LPN's experience and familiarity with the nursing unit to which the LPN has been floated. Such an orientation will be expected to include unit routines, physical layout of the unit, location of supplies/equipment, and charting requirements. The floated LPN will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained.

ARTICLE 8 - WAGES

8.1 Wage Rates. The minimum hourly rates of pay for LPNs are set forth in Appendix A to this Agreement.

8.2 Longevity Steps. Wage increases longevity steps and all other increases in compensation shall become effective the beginning of the first pay period commencing on or immediately after the contractually designated date whichever occurs first.

8.3 LPN II. Initial Placement on Salary Schedule. Except as provided in section 8.4 below, LPNs shall be hired at the base rate of pay with the expectation that within their first year of employment they will meet the Hospital standard both clinical and didactic. The LPN will be given the opportunity to attend the Hospital based training program during this year. If the LPN does not qualify during the first year, the employee will stay at the base rate until he/she does qualify. Upon qualification after one year, the LPN will move to step 1. This/her anniversary date for step purposes shall be adjusted to this date.

8.4 Experience Recognition. LPNs hired during the life of this Agreement shall be given full credit for recent experience when placed on the wage schedule. Recent experience shall be defined as experience as an LPN II in an approved health care setting as determined by the Medical Center. It shall remain the prerogative of the Medical Center to establish at what step in the schedule to place newly-hired LPNs. Placement in the salary schedule based on previous experience has no impact on the accrual of benefits, determining seniority, or computing time for awards of recognition.

8.5 Wage and Benefit Increases. The Medical Center may grant wage and benefit increases in excess of those specified in this Agreement.

ARTICLE 9 - SHIFT DIFFERENTIAL AND PREMIUM PAY

9.1 Shift Differential. LPNs working evening (3-11) shift shall receive a differential of two dollars and fifteen cents (\$2.15) per hour. Effective the first payroll period following 1/1/09, evening shift differential shall be two dollars and twenty five cents (\$2.25) per hour. LPNs

working night (11-7) shift shall receive a differential of three and fifteen cents (\$3.15) per hour. Effective the first payroll period following 1/1/09, the night shift differential shall be three dollars and twenty five cents (\$3.25) per hour.

9.2 Standby. LPNs required to “standby” for possible call to duty shall be paid at the rate of three dollars and twenty-five cents (\$3.25) per hour. Effective January 1, 2007 the standby rate shall be increased to three dollars and fifty cents (\$3.50) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits.

9.2.1 Home Health. Home Health LPNs on standby who respond to a telephone call from a patient which results in a home visit to the patient by the LPN will consider the telephone call as part of the visit for pay purposes. The LPN on standby shall receive time and one-half (1 1/2) for a minimum of three (3) hours each time the LPN leaves his/her home for a visit. Phone calls received by the Home Health LPN on standby which do not result in a visit shall be logged and paid for at time and one-half (1 1/2) for all time worked with no minimum.

9.3 Call Back. Any time actually worked in call back shall be compensated at the rate of time and one-half (1 1/2) the LPN’s regular hourly rate for a minimum of three (3) hours in addition to any standby pay.

9.4 Travel. Mileage reimbursement for the use of the LPN’s personal automobile for approved Medical Center related business shall be compensated at no less than the Internal Revenue Service approved rate, effective on announcement by the I.R.S.

9.5 Weekend Shift Differential. LPNs who work weekend shift (between 11:00 p.m. Friday and 11:00 p.m. Sunday) shall receive a premium of two dollars twenty-five cents (\$2.25) per hour in addition to their rate of regular pay. Effective January 1, 2006, weekend shift differential shall be two dollars and fifty cents (\$2.50) per hour. Effective January 1, 2007, weekend shift differential shall be three dollars (\$3.00) per hour. This premium shall not apply to annual leave, sick leave, or other hours paid but not worked.

9.6 Preceptor Pay. LPNs assigned by their Department Director as a preceptor shall receive a premium of one dollar (\$1.00) per hour. Effective the first payroll period following 1/1/09, preceptor pay shall be one dollar and thirty five cents (\$1.35).

ARTICLE 10 - PAID TIME OFF (PTO)

10.1 Method of Payment. Paid Time Off (PTO) is paid at the LPN’s base wage, including shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay and/or other premium pay or allowances.

10.2 Eligibility. Regular full-time and part-time LPNs are eligible to use Paid Time Off, to the extent accrued, after the first three (3) months of employment.

10.3 Accrual. PTO is accrued from the beginning date of employment according to the following schedule for full-time LPNs.

<u>Years of Service</u>	<u>8 Hour Days per Year (FT LPNs)</u>	<u>Hours per Year (FT LPNs)</u>	<u>Hours per Pay Period (FT LPNs)</u>	<u>Accrual Rate per Hour</u>
0 - 4 yrs	23	184	7.0769	.0885
4+ - 10 yrs	28	224	8.6154	.1077
10+ - 11 yrs	33	264	10.1538	.1269
11+ - 13 yrs	34	272	10.4615	.1308
13+ - 15 yrs	35	280	10.7692	.1346
15+ - 17 yrs	36	288	11.0769	.1385
17+ - 19 yrs	37	296	11.3846	.1423
19+ years	38	304	11.6923	.1462

Part-time LPNs receive a pro rata share of the schedule based on actual hours worked (regular and overtime hours, but excluding standby) but not more than the full-time rate each pay period.

10.3.1 Maximum Accrual. LPNs are expected to use at least eighty (80) hours of PTO per year. It is also recommended that LPNs reserve at least fifty-six (56) hours of PTO to cover emergencies. Except as provided below, at the end of each calendar year, an LPN may have not had greater than three hundred (300) hours of PTO in the LPN's PTO account. Hours in excess of three hundred (300) as of December 31 shall be removed from the LPN's account.

10.3.2 Accruals in Excess of 300 Hours. If an LPN is unable to use sufficient PTO to bring his/her account below three hundred (300) hours because he/she has had two (2) or more PTO requests denied, the LPN may carry over those hours which were requested off into the next year.

10.4 Termination PTO Pay. An LPN who leaves the employment of the Medical Center after at least one (1) year of employment and after giving the required twenty-one (21) calendar days' written notice, as identified in this Agreement, shall be entitled to payment for any PTO benefits which have been accrued. Insufficient notice of resignation will result in forfeiture of all accumulated PTO.

10.5 Request for PTO. Requests for PTO are subject to prior supervisory approval and shall be granted according to the operating needs of the Medical Center. Requests shall be made in writing to the staffing office or appropriate department director. The request shall include the employee's name, latest date of hire, requested vacation dates, date of request and signature. LPNs will be allowed to request a maximum of two (2) continuous weeks of PTO for vacation during prime time (June 1 through September 1). A one (1) week vacation request may include

any seven (7) consecutive days, but must include within this seven (7) days all of the nurse's regularly scheduled workdays for that period. Vacation requests shall be made in accordance with the following procedures.

- a. The first seven (7) days of January, LPNs with fifteen (15) or more years of service may request their vacation time.
- b. The second seven (7) days of January, LPNs with eleven (11) through fourteen (14) years of service may request their vacation time.
- c. The third seven (7) days of January, LPNs with five (5) through ten (10) years of service may request their vacation time.
- d. The last ten (10) days of January, LPNs with one (1) through four (4) years of service may request their vacation time.
- e. The first week in February, LPNs with less than one (1) year of service and those LPNs who did not request vacation at the appropriate time may submit their vacation requests, with no preference for seniority.
- f. Requests made after the first week in February must be made at least one (1) month before the posting of the affected schedule.
- g. Vacation requests shall be for the period March 1 through the last day of February of the following year.
- h. Vacation request made during the time periods specified in (a)-(f) shall be either granted or denied no later than February 28. Specific reasons for denial will be given.

For vacation requests submitted outside of January and the first week of February, the LPNs' manager shall respond in writing to a request for time off thirty (30) or more days in the future within fourteen (14) calendar days from the date of the request. Specific reasons for denial will be given. Preference between employees selecting the same period on or before February 1 shall be given to the employee with the greater seniority except that if the more senior employee requests the same week(s) off every year, preference will be rotated among those requesting that week(s) in order of seniority. Nurses who request two (2) continuous weeks off may include one (1) regularly scheduled weekend. Nurses who request three (3) or more continuous weeks off may include two (2) scheduled weekends. A nurse's regular weekend schedule will not be changed based on vacation requests. The LPN shall be responsible for determining when annual leave will be paid, and the Employer will not require a nurse to take annual leave on a particular day off. Accrued PTO will be paid to replace regularly scheduled shifts during the vacation period.

10.6 PTO Donations. If an employee of the Medical Center suffers a serious injury or illness, LPNs may donate PTO time to the sick/injured employee, subject to the approval of the Medical Center.

10.7 Holiday Pay. LPNs required to work on New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday. Night LPNs shall receive holiday premium pay for the shift on which the majority of the hours worked fall on the holiday. In addition to holiday premium pay, regular nurses may, at their option, claim pay from their accumulated PTO account in an amount not to exceed their regular scheduled hours.

10.8 Rotation of Major Holidays. Where there are competing requests for Christmas, New Year’s or Thanksgiving, an employee shall not take more than one (1) of the three (3) major holidays in any one (1) scheduling year; nor, if there are competing requests, shall an employee take the same major holiday more than once every three (3) years unless permitted by the operational requirements of the Medical Center.

ARTICLE 11 - EXTENDED ILLNESS TIME (EIT)

11.1 Earned Illness Time Accrual. LPNs shall accrue Earned Illness Time (EIT) as follows:

<u>Years of Service</u>	<u>Accrual Rate per Paid Hour</u>	<u>Maximum Accrual Hours per Pay Period (FTE LPNs)</u>	<u>8 Hour Days per Year (FT LPNs)</u>	<u>Hours per Year (FT LPNs)</u>
0+	.03462	2.77	9	72

11.2 Use of EIT. Upon completion of three (3) months of employment, EIT may be used following the first complete shift missed due to illness of the LPN, and immediately upon occurrence of an on-the-job injury and immediately for invasive surgeries performed in a doctor's office with resultant time loss. EIT may also be used in accordance with and subject to the FMLA and the Washington Family Care Act (RCW 49.265-.295) as these laws may be amended from time to time or other applicable law or regulation.

11.3 Recurrent Illness. If an LPN returns from EIT/PTO and must be absent again within ten (10) calendar days for the same condition which justified the taking of EIT/PTO, the LPN may access EIT pay as if the condition had resulted in consecutive absences.

11.4 Communication with Manager. It is the LPN’s responsibility to keep the manager appraised of the status, but not the specific nature, of his/her condition and expected date of return.

11.5 Verification of Illness. Verification by a treating Health Care Provider (including the Employee Health Nurse) may be required when taking PTO/EIT of three (3) consecutive work days or longer. If the Employee Health Nurse is not on the premises and the LPN does not have a

physician's release, verification may, at the LPN's option, be by the LPN's manager or the Administrative Nursing Supervisor.

11.6 Maximum Accrual. The maximum accrual of EIT shall be nine hundred sixty (960) hours.

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

ARTICLE 12 - HEALTH AND WELFARE

12.1 Health Benefits. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time LPNs shall be eligible for coverage under the Medical Center's health benefit program providing medical, dental and vision benefits, subject to specific plan eligibility requirements. For purposes of health benefits eligibility, LPNs who work .8 FTE and above will be treated as full-time. The health benefit program shall be the same health benefit program that is provided to all other employees at the Medical Center.

12.2 Employee Health Screening. At the time of employment and annually thereafter, the Medical Center shall offer the usual health screening programs at no cost to the LPN. All tests mandated by law and the Medical Center shall be provided at no cost to the LPN. The results shall be communicated to the LPN, as well as to the physician, if requested.

12.3 Retirement. The Health Management Associate retirement program is available to all LPNs, subject to eligibility requirements. Retirement and Matching Plans shall be the same Retirement and Matching Plans that are provided to all other employees within the Medical Center.

12.4 Life Insurance and Disability Plan. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time LPNs shall be eligible for coverage under the Medical Center's Life Insurance, Optional Life Insurance, Dependent Life Insurance, and Long-Term Disability Plan, subject to plan eligibility requirements. The Life Insurance and Disability Plan shall be the same as that provided for all other employees at the Medical Center.

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

ARTICLE 13 - EDUCATION AND ORIENTATION

13.1 Responsibility for Education. The primary responsibility for education rests with each individual LPN. LPNs are encouraged to communicate their suggestions and request with regard to educational topics to be covered to the appropriate department of the Medical Center. The Union agrees to promote active participation and attendance in the educational programs provided by the Medical Center.

13.2 Educational Programs. The Medical Center will maintain a viable education program responsive to the needs of the LPNs and in conformance with the objectives and philosophy of the Patient Care Services Division, the Medical Center, and the Sisters of Providence. Programs will be posted in advance and scheduled in an effort to accommodate varying work schedules.

13.3 Posting of Educational Programs. When educational programs are posted, the Medical Center will indicate if attendance is mandatory. Time spent at mandatory education sessions shall be considered as time worked. Education programs shall be consistent with the standards established by the Joint Commission on Accreditation of Healthcare Organizations and the National Association of Practical Nurses Education and Service.

13.4 Orientation. Orientation of new LPNs shall be conducted by licensed personnel.

13.5 Tuition Reimbursement. All LPNs covered by this Agreement may avail themselves of the benefit of tuition reimbursement according to the terms as stated in the Medical Center's personnel policy manual.

13.6 Committees. Recognizing that LPNs are closely involved with the direct care of the patient, representation by LPNs will be developed on departmental and other Medical Center committees.

13.7 Education. Reimbursement for seminar and conference fees, travel, and other expenses related to such seminars and conferences will be made available to Licensed Practical Nurses. The Medical Center shall make five thousand two hundred dollars (\$5,200) available for these purposes. There shall be no carryover of funds from one year to the next.

13.8 Preceptor LPN. A preceptor is a regular full-time or part-time LPN who is selected by the department director to participate in the planning, organization, teaching and evaluating the new skill development for another LPN or nursing student. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills and interpersonal relationships, and must be able to teach these skills on a close one-to-one relationship with the precepting LPN. Preceptors are assigned by their department director to a designated LPN on a consistent basis. LPNs who are precepting will have those additional responsibilities considered in their work assignments and wherever possible will be consulted before the precepted LPN is expected to work independently on the assigned nursing unit. Preceptor pay will be paid to those who provide relief to the

preceptor for a shift of eight (8) or more hours in duration. Preceptor assignments may be made for the training of experienced LPNs at the discretion of the Department Director.
13.8.1 Specialty Training. LPN IIs providing specialty area orientation for newly hired nurses as directed by the Nursing Director will be compensated as described in 9.6.

ARTICLE 14 - PROFESSIONAL EDUCATION MEETINGS

Full-time LPNs shall be allowed to request up to thirty-six (36) hours with pay for meetings of a professional education nature. Part-time LPNs shall be allowed up to the pro rata time granted full-time LPNs based on the hours the part-time LPN is authorized to work. Such leave for LPNs will be granted provided the leave does not jeopardize the Medical Center service, and provided the LPN has made the request to the appropriate supervisor in advance of the day requested. In addition, five (5) days of unpaid time off may be granted provided patient care service is not jeopardized.

ARTICLE 15 - LEAVE OF ABSENCE

15.1. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

15.2 Maternity Leave. A leave of absence shall be granted upon request of the employee for the period of disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use previously accrued PTO/EIT during the period of disability and PTO thereafter, to the extent accrued, during the maternity leave. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

15.3 Family Leave.

- a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in

special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee his/her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining his/her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

- b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.
- c) Family Care. Pursuant to the Family Care Act (RCW 49.12.265), an employee shall have a access to vacation and sick leave in accordance with the access provisions set forth in the Agreement to care for (1) the employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

15.4 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. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

15.5 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for

conditions other than those set forth in Section 15.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to return to the same position (same unit, shift and FTE) the employee occupied prior to the leave if the employee returns within thirty (30) days. If the employee returns after thirty (30) days, the employee shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 15.9 of this Agreement. Such leave shall not exceed one (1) year.

15.6 Health Leave. A leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. During this health leave of absence, the employee may use previously accrued sick leave and annual leave thereafter to the extent accrued. The Employer may require a statement from a licensed physician verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

15.7 Military Leave. Leave required in order for a employee to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay.

15.8 Jury Duty. All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay; provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship on the Employer. Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time or may use accrued unused PTO.

15.9 Funeral Leave. Regular nurses are eligible for up to three (3) paid days leave per incident to replace regular scheduled hours of work to attend the funeral for a death in the immediate family as follows: Immediate family is limited to the nurse's spouse or domestic partner, mother, father, brothers, sisters, children, grandparent, grandchild, and any relative living in the nurse's household, or a managed care facility for which the employee is responsible, plus the parents of the employee's spouse. Funeral leave must be taken within five (5) days of the day of death or day of the funeral, at the nurse's choice. Request for funeral leave must be approved by the immediate supervisor prior to the leave, if possible. Up to an additional two (2) days of funeral leave with pay to replace regular scheduled hours of work may be granted for extensive travel to

attend a funeral more than a radius of 300 miles from Yakima, when approved by the Medical Center.

15.10 Leave With Pay Status. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Medical Center.

15.11 Leave Without Pay Status. Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment or the amount of PTO or EIT credits which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) calendar days shall result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically approved by the Medical Center. (This computation is based on an average of monthly hours paid for the previous quarter year.)

15.12 Employment While on Leave. A nurse on leave of absence shall not accept employment elsewhere without first notifying the Medical Center. Acceptance of employment elsewhere without the written approval of the Medical Center may result in the nurse's leave being terminated.

15.13 Return from Leave. Unless otherwise specified in this Article, nurses who have a leave of absence of two (2) months or less shall return to their previous position and shift. Nurses who return as scheduled from a leave in excess of two (2) months shall, when possible, be returning to the same, or substantially equivalent assignment. When this is not possible, the nurse shall be given preference in filling other position vacancies in the Medical Center for which the nurse is qualified.

ARTICLE 16 - CONFERENCE COMMITTEE

16.1 Membership. There shall be established within the Medical Center a permanent Conference Committee consisting of representatives (not to exceed three (3)) of the LPNs, selected by their own group, and management representatives (not to exceed three (3)), including the Administrator or a substitute designated by the Administrator.

16.2 Meetings. The Conference Committee shall meet quarterly, or more often as deemed necessary by either the LPNs or the Medical Center. Quarterly meetings shall be called by the LPNs.

16.3 Pay for Meetings. Individuals representing the LPNs on all contractually established committees shall be paid at the regular rate for the duration of the scheduled meeting. LPNs who are invited to participate on a Medical Center non-contractual committee will be notified upon being invited to participate if they will be compensated.

16.4 Notification of Membership. The Union shall advise the Medical Center, in writing, within thirty (30) days after the effective date of the Agreement which LPNs will serve on the Conference Committee.

ARTICLE 17 - STRIKES, WORK STOPPAGES AND WORK SLOWDOWNS

It being the mutual desire of both parties hereto provide for uninterrupted and continuous patient care, the LPNs agree there shall be no picketing, strikes, walkouts, or work slowdowns or any other work interruptions during the life of this Agreement. LPNs violating this Article shall be subject to immediate discharge.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Definition. In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, the same shall be handled in the following manner. Probationary nurses shall have access to this procedure, except for matters relating to discipline or discharge. Probationary nurses may be disciplined or discharged without cause and without recourse.

18.2 Time Limits. The term “days” as used in this Article means calendar days except that deadlines which fall on weekend days or holidays shall be extended to the next following workday. Any time limits provided in this grievance procedure may be waived by mutual written agreement of the parties. A failure of the Employer to meet the time limits prescribed herein or agreed upon shall automatically advance the grievance to the next step of the grievance procedure provided, however, that there shall be no automatic advancement to arbitration, which must be specifically requested by the Union as per section 18.4.4 of this Agreement.

18.3 Content of Grievance. The written grievance shall include a clear description of the contract section alleged to have been violated, the date and time of the alleged violation, and a description of the facts surrounding the alleged violation. The grievance shall also contain a clear description of the requested remedy.

18.4 Grievance Procedure. Both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the nurse’s immediate supervisor. The steps of the grievance procedure shall be as follows:

18.4.1 Step 1. Nurse and Department Director. The nurse shall present his/her grievance to the Department Director as soon as possible but no later than eighteen (18) days from the date of occurrence of the act or conduct (or the date when the nurse became aware of the act or conduct) upon which the grievance is being based. The Department Director shall respond in writing within fourteen (14) days of receipt of the written grievance.

18.4.2 Step 2. Nurse, Local Unit Chairperson, and CNO. If the nurse is dissatisfied with the decision under Step 1, the nurse may submit the written grievance to the appropriate

representative or his/her designee within ten (10) days of receipt of the written response. The appropriate Representative will, within fourteen (14) days of receipt of the grievance, conduct a conference with the affected nurse and local unit chairperson for the purpose of resolving the grievance. A written response to the nurse shall be made by the Representative within seven (7) days after the conference.

18.4.3 Step 3. Administrator. If the grievance is not resolved at Step 2 within ten (10) days of receiving the response, the Union may submit the grievance to the Representative for Human Resources. The Representative shall arrange a meeting between the Hospital Administrator or his designee, the Representative for Human Resources, affected management representatives, the grievant, and representatives of the Union, if requested, within seven (7) days. The Administrator shall render a written response within five (5) days of such meeting.

18.4.4 Step 4. Arbitration. If the grievance is not resolved under the foregoing procedures, then the Union may within ten (10) days thereafter notify the Representative for Human Resources in writing of its desire to submit the matter to arbitration under the following procedures:

18.4.4.1 The Union and Medical Center shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of five (5) days, then either party may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one (1) name, and the last name remaining shall be the arbitrator.

18.4.4.2 The arbitrator will hear the matter at the earliest possible date. After completion of the hearing, a decision shall be rendered within thirty (30) days.

18.4.4.3 The arbitrator's fee shall be shared equally by the parties. Each party shall be responsible for the expenses and/or costs of presenting its case to arbitration, including attorneys' fees.

18.4.4.4 No question, issue or matter shall be considered or decided in arbitration except those contained in the written grievance as originally submitted or mutually amended during Steps 1-3. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon the provisions of this Agreement.

18.4.4.5 Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being forty-five (45) days or less prior to the initial filing of the grievance. The arbitrator shall not have the authority to award punitive damages.

18.4.4.6 Decisions on all questions properly submitted to arbitration shall be final and binding upon the parties.

18.5 Decision-Time Limit. The arbitrator will hear the matter at the earliest possible date.

18.6 Limitations, Scope and Power of Arbitrator.

18.6.1 The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms and/or provisions of this Agreement.

18.6.2 The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.

ARTICLE 19 - MANAGEMENT RIGHTS

The management of the Medical Center and the direction of the work force is vested exclusively with the Medical Center subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Medical Center in accordance with such policies and procedures as it, from time to time, may determine.

The Medical Center has the right and responsibility, except as modified in this Agreement, to control, change, and supervise all operations, and to direct, assign, and reassign employees as the Medical Center deems necessary to provide quality patient care. Such rights and responsibilities shall include, by way of illustration but not limited to:

1. The selection and hiring of employees;
2. Discipline;
3. Discharge for justifiable cause;
4. Classification;
5. Re-classification;
6. Supervision;
7. Layoff;
8. Promotion;
9. Demotion or transfer of employees;
10. Establishment of work schedules;
11. Control and regulation of the use of all equipment and other property of the Medical Center.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Past Practice. The Medical Center agrees to discuss changes in past practices, not specifically written in this Agreement, prior to implementing said changes.

ARTICLE 21 - DURATION

This Agreement shall become effective on January 1, 2008, and shall continue in effect until January 31, 2011, and shall continue in full force and effect from year to year thereafter unless notice has been given in writing ninety (90) days prior to the thirty-first day of January, 2008, or anniversary date thereafter, by either party that the Agreement is amended or terminated.

Signed this _____ day of _____ 2008.

YAKIMA HMA, INC. d/b/a YAKIMA
REGIONAL MEDICAL AND HEART
CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #1199 NW

Monte Bostwick
Chief Executive Officer

Diane Sosne
President

Human Resources

Raymond Carrillo
Negotiator

Paula L. Lehmann
Employer Representative

LETTER OF UNDERSTANDING
REGARDING CREDIT FOR PAST EXPERIENCE FOR LPNS

Any LPN at step 20 who can demonstrate more than three (3) years experience as an LPN I at Yakima Regional Medical Center (previously unaccounted for) will be moved to the new step 23 effective the first payroll period following 1/1/09. LPNs will provide documentation of eligibility within ninety (90) days of ratification.

YAKIMA HMA, INC. d/b/a YAKIMA
REGIONAL MEDICAL AND HEART
CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #1199 NW

Monte Bostwick
Chief Executive Officer

Diane Sosne
President

Human Resources

Raymond Carrillo
Negotiator

APPENDIX A

		2008	2009	2010
Years	Rate	3.5%	3%	3%
	1/1/2007	1/1/2008	1/1/2009	1/1/2010
Base	\$ 16.91	17.50	18.03	18.57
1 Year	\$ 17.23	17.83	18.37	18.92
2 Year	\$ 17.59	18.21	18.75	19.31
3 Year	\$ 17.93	18.56	19.11	19.69
4 Year	\$ 18.27	18.91	19.48	20.06
5 Year	\$ 18.63	19.28	19.86	20.46
6 Year	\$ 19.00	19.67	20.25	20.86
7 Year	\$ 19.55	20.23	20.84	21.47
8 Year	\$ 20.15	20.86	21.48	22.13
9 Year	\$ 20.82	21.55	22.20	22.86
10 Year	\$ 21.45	22.20	22.87	23.55
12 Year	\$ 22.09	22.86	23.55	24.26
15 Years	\$ 22.72	23.52	24.22	24.95
18 Years	\$ 23.28	24.09	24.82	25.56
20 Years	\$ 23.85	24.68	25.43	26.19
23 Years			25.75	26.52
25 Years	\$ 24.45	25.31	26.06	26.85
27 Years	\$ 25.06	25.94	26.72	27.52
30 Years	\$ 25.70	26.60	27.40	28.22
*Step 23 effective first payroll period following 1/1/09				

YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND HEART CENTER

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EMPLOYMENT AGREEMENT

by and between

YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND HEART CENTER

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL NO. 1199NW, AFL-CIO, CLC**

January 1, 2005 - December 31, 2007