

COLLECTIVE BARGAINING AGREEMENT

By and Between

ENUMCLAW COMMUNITY HOSPITAL
(LPN/X-ray Technologist Unit)

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
District 1199NW

April 1, 2005-March 31, 2008

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EMPLOYMENT AGREEMENT

By and Between

ENUMCLAW COMMUNITY HOSPITAL

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, District 1199NW
(LPN/X-Ray Technologist Unit)**

PREAMBLE

This Agreement is made and entered into between Enumclaw Community Hospital, Enumclaw, Washington (hereinafter referred to as the "Employer"), and Service Employees International Union, District 1199NW (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole representative of all non-supervisory licensed practical nurses and x-ray technologists.

The bargaining unit excludes and this contract does not cover all other employees, such as managers, supervisors, confidential employees, temporary employees, professional employees (such as registered nurses), office clerical employees and guards.

ARTICLE II - NO DISCRIMINATION

2.1 The Employer shall not discriminate against any individual with respect to compensation, terms, or conditions or employment because of race, color, creed, national origin, age, sex, marital status, or disability; except when based upon a bona fide occupational qualification.

2.2 Sexual Harassment. Sexual harassment shall be considered discrimination under this Article. The Employer agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not happen. Reprisal against a grievant or witness for a grievant is prohibited.

2.3 Harassment Reporting. Employees who have knowledge of harassment or discrimination in the work environment shall have a duty and an obligation to report such information in writing to the Assistant Administrator for Personnel, the Hospital Administrator, or the Hospital Compliance Officer for appropriate investigation and follow-up. Reprisal against a grievant or witness is prohibited.

ARTICLE III - MEMBERSHIP

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

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

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

3.2 Employee Information. Upon written request from the Union, the Employer will provide a current list of employees, their addresses, classifications, wages, date of hire and status (i.e., full-time, part-time, or per diem), covered by this Agreement. Such list shall be furnished not more than quarterly. Further, on a quarterly basis, the Employer shall provide the Union with a list of employees terminated in the previous quarter. Additionally, on a monthly basis, the Employer shall inform the Union of newly hired employees in the unit, providing information on name, position, address, social security number, FTE status, wage rate, and date employment commenced.

3.3 Access. Authorized representatives from the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and investigating grievances and performing legitimate functions as representatives of the bargaining unit so long as the provisions of this Section are met. If the Union limits its visit to the front lobby reception area or the cafeteria, then the Union need not provide advance notice to the Chief Human Resources Officer (or designee). However, if the Union wishes to observe working conditions or investigate grievances, then (except for emergency situations) the Union representative must notify the Employer's Chief Human Resources Officer (or designee) on arrival. (However, the Union shall seek to give notice on the prior workday when possible.) In all cases, it is understood that their presence can not interfere with the work of the employees or the operations of the facility as determined by the Employer, but that access shall not be unreasonably denied.

3.4 Bulletin Board. The Employer shall furnish a designated space in each unit/department for the use of the Union pursuant to this Section. A copy of any materials to be posted on such board must at the time of posting be submitted to the Chief Human Resources Officer and be signed by a designated Union Delegate.

3.5 Union Activity. No employee shall be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as local Unit Representative or grievance committee person.

3.6 Contract Distribution. Upon initial employment, an employee in the unit shall be given a copy of this Agreement by the Employer, as well as a list of Union Delegates designated by the Union. The Union shall provide copies of both to the Employer for this purpose.

3.7 Payroll Dues Deduction. Upon written authorization from the individual employee, the Employer shall deduct from the pay of said employee an amount equal to the Union's regular monthly dues or fees. The payroll deduction authorization form shall be provided by the Union and shall be honored by the Employer in accordance with its terms. The Secretary-Treasurer of the Union shall inform the Employer as to the amount of dues or fees due. Funds deducted as above will be transmitted to the Union on the Friday of the second pay period of the month using the remittance forms supplied by the Union, giving the names of the employees and the amount of deductions made for Union dues or initiation fees. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that shall arise against the Hospital for or on account of any deduction

made from the wages of an employee.

3.8 Union Delegates. The Union will select two Union Delegates and one Alternate Union Delegate who shall serve as the Union's spokesperson at the worksite for the purposes of general representation as well as participation in the grievance procedure as may be requested by members of the bargaining unit. The Union will advise the Employers Chief Human Resources Officer in writing of the identify of the Union Delegates and their alternate. Union Delegates shall use non-work time [before or after shift, during breaks, during meal periods, and any approved release time (leave without pay)]for all such contact and communications.

3.8.1 Union Delegate Training. The Employer will grant one (1) day of release time once a year for Union Delegates to attend the Union's Delegate training, subject to one (1) month's advance written notice to a Manager and special circumstances related to staffing. (A good faith effort will be made between the Union and Employer to mutually agree on a date for such training during a Conference Committee meeting.)

ARTICLE IV - DEFINITIONS

4.1 Regular Full-Time Employee. An employee who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a two (2) week period, and 2080 hours per year. (In accord with Section 5.14.1, employees also regularly assigned to work three (3) - twelve (12) hour shifts per week, are designated by the Employer as full-time employees.) These employees have successfully completed the probationary period and participate in the complete benefit program.

4.2 Regular Part-Time Employee. An employee regularly scheduled less than forty (40) hours per week or eighty (80) hours in a two (2) week period. They have successfully completed the probationary period. If a regular part-time employee is designated as a .6 FTE or more, the employee either shall be paid a fifteen percent (15%) premium per hour in addition to the regular wage rate in lieu of other benefits (i.e., paid time off (PTO), extended illness bank (EIB), and insurance benefits); or if the employee elects to participate in the benefit plan as offered by the Hospital, the employee will not receive the part-time differential. An employee may change this election during the Employer's open enrollment period. Those employees who participate in benefits will receive paid time off/extended illness bank benefits prorated based on the employee's paid hours. Employees designated as less than .6 FTE shall receive the fifteen percent (15%) premium per hour in lieu of other benefits.

4.3 Temporary Employee. An employee hired for a specific

period of time, not to exceed three (3) months.

4.4 Per Diem Employee. An employee hired to work on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. A per diem employee shall include those scheduled on a "call-in" basis. Per diem employees shall be paid in accordance with the wage rates set forth in Appendix A (with 2080 actual paid hours of work equal to a year of service) and shall also receive a fifteen percent (15%) wage premium. No other benefits or protections under this Agreement shall apply to per diem employees. This does not include temporary agency contract personnel.

4.5 Probationary Employee. An employee who has been hired on a full or part-time basis and who has been continuously employed for less than 520 hours or four (4) months, whichever is longer. After successful completion of the probationary period, the employee's status will be changed to that of a regular employee. A probationary employee may be discharged without notice and shall not have access to the grievance procedure. Where the employee requires additional training or orientation the probation period may be extended up to 60 days.

ARTICLE V - HOURS OF WORK AND OVERTIME

5.1 Basic Work Week. The basic work week shall consist of forty (40) hours in seven (7) days or eighty (80) hours in a regularly recurring fourteen (14) day period as mutually agreed between the Employer and employee in accordance with the Fair Labor Standards Act.

5.2 Basic Work Day. The basic work day shall be eight (8) hours and a one-half (1/2) hour lunch period on the employee's own time.

5.2.1 The basic workday shall include a thirty (30) minute meal period on the employee's own time if relieved of duty during this period. If the employee is not able to take time off for the meal period, the meal period shall be paid to the employee in accordance with Item 5.3, providing such overtime is approved by the appropriate supervisor.

5.3 Excess Work. All work in excess of the basic work week or day, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

5.3.1 Regular hourly rate of pay is to include shift differential, if applicable.

5.3.2 Overtime shall be considered in effect if fifteen (15) minutes are worked over the end of the scheduled

shift.

5.4 Overtime Discouraged. The representatives of both the Employer and the Union concur that overtime should be discouraged.

5.5 Breaks. A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the paid rest period. When an employee is not able to take his/her break, the provision as outlined in 5.2.1 shall apply.

5.6 Weekend Work. All full-time and part-time employees shall be required to work their share of weekends. The Employer will continue its good faith effort to schedule each employee every other weekend off. In the event an employee is requested by the Employer to work two (2) consecutive weekends, all hours worked on the second weekend shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. This provision shall not apply to employees assigned to the night (third) shift, or those who request additional weekend work.

5.7 Consecutive Days. Radiology employees who work eight (8) hours or more per day for six (6) consecutive days shall be paid at the rate of time and one-half (1-1/2) for all authorized hours worked on the sixth (6th) day and any additional consecutive days, unless this type of scheduling is requested by the employee, or an employee is scheduled to work six (6) consecutive days by agreement.

5.8 Rest Between Shifts. It is considered desirable that an unbroken rest period of twelve (12) hours between shifts be provided for all employees.

5.9 Rotating Shifts. The Employer will not implement a "rotating shift" policy unless mutually agreed upon between the Employer and the individual employee.

5.10 Work On Days Off. Full-time employees called in to work on a scheduled day off shall be paid at the appropriate rate of pay for all hours worked.

5.11 Paydays. Direct deposit is available and employees are encouraged to consider this option for more timely distribution of funds. Employees' checks and direct deposit pay verification shall be made available every other Friday by 7:30 a.m. When the Friday of payday is a holiday, checks will be available on Thursday, not later than 2:00 p.m.

5.12 Work Schedules. Employer will make a good faith effort to post monthly work schedules on the fifteenth (15th) day of each month. Individual scheduled hours of work set forth on this posted work schedule may, except for an emergency, be changed only by mutual consent. If an employee requests any changes to the schedule once it has been posted, then they must find their

own replacement without incurring overtime.

5.13 Cumulative Compensable Hours. An employee's total cumulative compensable hours shall be posted in each department every pay period. The department head shall notify payroll of any benefit and wage increment changes.

5.14 Innovative Work Schedule. Innovative work schedules may be established by the Employer with the consent of the employee involved. Such innovative schedule agreements shall be set forth in writing with a copy made available to the Union. The Employer shall consider all requests to work innovative schedules or shifts. If the shift or schedule conflicts with any of the provisions of the Agreement, the approval of the Union shall be required. When mutually agreeable to the Employer and the employee, a normal work day may consist of ten (10) hours or twelve (12) hours per day. In such cases, overtime shall be paid for all hours worked over the scheduled work day or over forty (40) hours per week. The Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least fourteen (14) days advance notice to the employee.

5.14.1 Twelve-Hour Work Schedule. The normal scheduled work day shall consist of twelve (12) hours work, plus an unpaid meal period of one-half (1/2) hour. The normal work week shall consist of forty (40) hours of work within a seven (7) day pay period.

For all hours worked in excess of twelve (12) hours in one day, and/or in excess of forty (40) hours in one (1) seven (7) day pay period, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Employees shall be allowed a paid rest period of fifteen (15) minutes during each four (4) hour increment of the twelve (12) hours shift.

For attendance at an approved educational conference, a twelve (12) hour shift employee will be compensated for eight (8) hours at the straight time rate for each approved twenty-four (24) hours off.

In the event of bereavement, a twelve (12) hour shift employee will receive compensation for approved time off -- up to twenty-four (24) hours. An additional sixteen (16) hours shall be granted, with pay, for a death when the distance to be traveled exceeds one thousand (1,000) miles.

Approved shift differential will be paid on all hours worked on each shift.

Evening 1500 - 2330

Night 2300 - 0730

A twelve (12) hour shift employee shall be paid twelve (12) hours for each PTO or EIB day up to forty (40) hours per each seven (7) day pay period, limited to the actual hours accrued.

5.14.2 When an employee who is working a shift of at least eight (8) hours is asked by the Employer to work in a department other than the regularly scheduled department, the employee will be required to work only the length of the shift normally scheduled for the employee's regular department assignment. If additional hours are worked, these shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

ARTICLE VI - RATES OF PAY

6.1 Classifications and rates of pay of those employees covered under this Agreement are identified in Appendix A of this Agreement.

6.2 Wage and Benefits. Each salary service increment and annual benefit entitlements shall become effective at the beginning of the first full payroll period following the completion of 664 paid hours or twelve (12) months, whichever is longer. Annual benefit entitlements shall become effective at the beginning of the first full payroll period following the completion of 2,080 paid hours or twelve (12) months, whichever is longer.

6.3 Service Calculations. In calculating hours for the purpose of service increments, paid time off (PTO), extended illness bank (EIB) and low census days shall be included; standby (on call) hours are excluded.

6.4 Rate Schedules. The Employer will make available a schedule of pay rates including shift differential and part-time differential.

6.5 Recognition of Experience. Upon the employment of an employee who has had prior experience related to acute care clinical nursing or a technologist who has had prior experience related to the appropriate field, and such experience was gained no more than one (1) year before, the experience shall be regarded as equivalent employment in this hospital with respect to salary only, according to the following:

- a. Employees with one (1) through three (3) years of continuous recent experience shall be hired in at not less than the first step above the base rate of pay.
- b. Employees with four (4) or more years of continuous recent experience shall be hired in at not less than

the second step above the base rate of pay.

- c. Employees with six (6) or more years of continuous recent experience shall be hired in at not less than the third step above the base rate of pay.
- d. Employees with eight (8) or more years of continuous recent experience shall be hired in at not less than the fourth step above the base rate of pay.
- e. Employees with ten (10) or more years of continuous recent experience shall be hired in at not less than the fifth step above the base rate of pay.
- f. Employees with twelve (12) or more years of continuous recent experience shall be hired in at not less than the sixth step above the base rate of pay.
- g. Employees with fourteen (14) or more years of continuous recent experience shall be hired in at not less than the seventh step above the base rate of pay.
- h. Employees with sixteen (16) or more years of continuous recent experience shall be hired in at not less than the eighth step above the base rate of pay.
- i. Employees with eighteen (18) or more years of continuous recent experience shall be hired in at not less than the ninth step above the base rate of pay.
- j. Employees with twenty (20) or more years of continuous recent experience shall be hired in at not less than the tenth step above the base rate of pay.
- k. It is agreed that experience will be evaluated by the employee and the Employer. The final decision as to credit for prior applicable experience shall rest solely with the Employer.

6.6 The wage schedule of Appendix A and the benefits covered in this Agreement shall represent the minimum wages and benefits due under the conditions specified therein and shall not be interpreted as prohibiting the Employer from paying in excess of those required minimums as it deems necessary. However, prior to making adjustments in excess of the Agreement minimum requirements for wages or benefits, the Employer agrees to give the Union seven (7) calendar days advance written notice.

ARTICLE VII - PREMIUM PAY

7.1 Shift Differential. The premium pay for evening duty (3:00 p.m. - 11:00 p.m.) shall be one dollar and fifty-cents (\$1.50) per hour. The premium pay for night duty (11:00 p.m. -

7:30 a.m.) shall be two dollars (\$2.00)per hour. Effective the first full pay period following April 1, 2007 the premium pay for night duty (11:00 p.m. - 7:30 a.m.) shall be two dollars and twenty-five cents (\$2.25) per hour. In order to qualify for shift differential the employee must be scheduled to work fifty-one percent (51%) or more within the time frames indicated.

7.2 Standby Pay. Employees placed on standby status off the Hospital premises shall be compensated for regular standby as follows:

An employee shall receive three dollars (\$3.00)per hour. An employee shall receive three dollars and twenty-five cents (\$3.25) per hour effective after the first full pay period following April 1, 2006. An employee shall receive three dollars and fifty-cents (\$3.50) per hour effective after the first full pay period following April 1, 2007.

Employees called in to work from standby status will be compensated at the rate of one and one half (1 ½) times the rate of pay. Standby compensation will cease upon reporting for duty on premises.

7.3 Call Back Pay After Completion of Shift. An employee who is called back to work after completion of the employee's regular work day shall be compensated at the rate of time and one-half (1-1/2) his/her regular rate of pay, with a 3 hour minimum. When called back, an employee in the Nursing Department (LPN) shall receive said premium for a minimum of three (3) hours. When called back, an employee in X-Ray shall receive said premium pay for a minimum of one (3) hour and an employee working NM or CT shall receive said premium pay for a minimum of three (3) hours.

7.4 Work On Day Off. Except for employees who are on standby status, full-time LPN nurses called in on their regularly scheduled day off with less than twenty-four (24) hours notice shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked, so long as the employee works all hours of the employee's scheduled shifts during the same pay period. [Low census hours will count towards hours worked of the scheduled shift(s).]

7.5 Released From Work. Employees who report to work as scheduled and are sent home (released from work) by the Employer shall receive a minimum of three (3) hours work or three (3) hours pay at the straight-time rate of pay. It shall be the responsibility of each employee to provide the employer his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

7.6 Weekend Work Premium. Any employee who works on a weekend between the hours of 11:00 pm Friday night and 11:00 pm Sunday night shall receive One dollar (\$1.00)per hour as a

weekend premium. Effective the first full pay period following April 1, 2007 any employee who works on a weekend between the hours of 11:00 pm Friday night and 11:00 pm Sunday night shall receive Two dollars (\$2.00) per hour as a weekend premium. For the purposes of overtime calculations, this weekend premium shall not be added to the employee's regular rate of pay for each hour worked on the weekend.

ARTICLE VIII - PAID TIME OFF (PTO)

8. Paid Time Off (PTO) Program.

8.1 Paid Time Off Program. The Paid Time Off (PTO) program provides participating employees with appropriate compensation during holidays, vacation time, family emergencies, periods of illness, preventive (medical, dental and vision) care and other excused absences pursuant to the requirements of this Article and subject to related Employer policies. To participate in PTO or the Extended Illness Bank (EIB), an employee must be benefits eligible. The purpose is to allow each participating employee to utilize PTO in a way that fits the employee's personal needs or desires in accordance with the scheduling requirements of Section 8.3. PTO may be taken in increments of less than the employee's workday. [Eligible part-time employees who have selected the optional premium in lieu of benefits (Article 4, Section 4.2) are not eligible for PTO or EIB in Article IX.]

8.2 Rate of Accrual. PTO hours will accrue on all hours paid (excluding standby) and low census hours, based on an accrual rate (to be multiplied by the number of paid hours per pay period, up to a maximum of 80 hours per pay period) as follows:

| <u>Completed</u> <u>Years of</u> <u>Service</u> ¹ | <u>Max Accrual</u> <u>Per Year</u> |
|--|---------------------------------------|
| 0 - under 1 | 176 hrs (22 days) |
| 1 - under 5 | 184 hrs (23 days) |
| 5 - under 11 | 224 hrs (28 days) |
| 11 - under 14 | 240 hrs (30 days) |
| 14 - and over | 264 hrs (33 days) |

For newly hired employees, accrual of PTO begins upon the first day of employment. An employee may begin using accrued PTO after satisfactory completion of the probationary period. PTO participating employees are eligible to use any accrued PTO in the pay period immediately following the accrual.

¹ Under this Agreement, for PTO and EIB purposes a year is defined in Section 8.1 as 2080 hours or twelve (12) months, whichever comes later.

8.2.1 Benefits Status Conversion. A full-time or part-time employee participating in benefits and whose status

changes to part-time (no benefits) will be paid accrued and unused PTO and EIB hours as determined under Sections 8.5 and 9.7. An employee not receiving benefits and whose status changes to receiving benefits, shall begin accruing PTO and EIB benefits effective on the date of the change of status pursuant to the accrual schedule (with no crediting of non-benefit receipt years for length of service purposes).

8.3 Paid Time Off Schedule. Except for absences due to illness, emergency or low census days, PTO must be requested in advance for review and approval by the supervisor. A Leave Request Form must be completed and signed according to Departmental cut off dates for schedule planning. The Employer shall have the right to schedule and approve PTO in such a way as it determines will least interfere with patient care and workload requirements of the Hospital. (The amount of PTO hours to be used for an employee's PTO workday(s) of absence shall be equal to the employee's otherwise scheduled workday(s) for the day(s) of absence involved.)

8.3.1 Vacation PTO. Vacation use of PTO shall be requested and scheduled pursuant to each Department's policies.

8.3.2 PTO with 2-Day Request. In addition to vacation PTO, other PTO must be requested at least two (2) working days in advance or it will be deemed unscheduled for purposes of Section 8.3.4. An employee is expected to notify the supervisor far enough in advance for the supervisor to find the necessary replacement two (2) working days before the requested absence.

8.3.3 PTO with Less Than 2-Day Request. If an employee wishes to use PTO with less than two (2) working days notice, and the employee has identified a volunteer replacement acceptable to the Employer that also would not require overtime or other extra premium pay, then the PTO day off shall not be considered unscheduled for purposes of Section 8.3.4.

8.3.4 PTO and Significant Unscheduled Occurrences. It is understood that if an employee has significant unscheduled PTO occurrences during any twelve (12) consecutive months, that the Employer may take appropriate discipline, which may include leave restriction or more serious discipline. [Consecutive days off from scheduled work for the same illness, injury or emergency (for either PTO or EIB) shall be considered as one (1) occurrence for purposes of this section.]

8.4 PTO and Seniority. In the event of conflicting requests by employees for PTO or limitations imposed by the Hospital on PTO requests, priority consideration will be given to employees based upon the date the PTO request was submitted. In cases of a tie, the employee with the most seniority as defined in Section 13.8.5 shall have preference. (However, seniority shall not apply if the least senior employee has not taken

vacation time from work of five (5) scheduled work days or more in the preceding six (6) months, but the more senior employee has.)

8.5 PTO Cashout. Upon termination for other than just cause, and with a minimum of two (2) weeks advance written notice to the Employer from the employee, an employee shall receive a lump sum payment, less withholding, equal to the balance of the employee's accrued but unused total bank of PTO hours at the employee's PTO pay rate.

8.5.1 PTO Pay Rate. The PTO pay rate shall be the hourly amount the employee would have earned had the employee worked the employee's regular schedule during the period of PTO absence at the employee's normal hourly rate of pay, which includes the appropriate base/step hourly rate of pay and shift differential only (no overtime or other premium pay).

8.5.2 PTO and Extended LWOP. Before an employee may take extended leave without pay (LWOP) of two (2) continuous weeks of leave or more, the employee must first exhaust all accrued and unused PTO. However, this shall not include low census time, for which PTO may be used.

8.6 Maximum Accumulation. Up to two (2) years of total PTO accrual may accumulate for an employee (*i.e.*, maximum total of the prior and current year accrual amounts). During each year, an employee is required to use at least 104 hours of accrued PTO. By December 1 of each year, an employee with more than 104 hours of accrued PTO may either cashout the number of hours in excess of 104 hours (using the PTO pay rate), or may transfer and convert the number of hours in excess of 104 hours to the employee's EIB hours. Remaining hours in excess of the two (2) years of maximum total PTO accrual that are not cashed out or transferred and converted to EIB under this Section shall be forfeited.

8.7 PTO and Holidays.

8.7.1 Holiday Scheduling. The Employer recognizes the following holidays for overall scheduling purposes: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All holidays begin at 2300 hours on the eve of the calendar day of the Federally recognized holiday. These holidays are observed on the Federally recognized day of observance except when such falls on a Saturday or Sunday; in which case a Saturday holiday is recognized on the preceding Friday and a Sunday holiday is recognized on the following Monday. (After completion of one (1) year of service as defined in Section 8.2, an employee is eligible for treatment of the employee's personal birthday as a holiday under this Article.)

8.7.2. Use of PTO on Holiday. A PTO participating

employee must use PTO for a recognized holiday under Section 8.7.1, if the employee works in a department that closes or the Employer determines that the Department has substantially reduced staffing on the holiday. (The amount of PTO hours to be used shall be the employee's otherwise scheduled workday for the holiday in question.) PTO participating employees who are otherwise required to work on a recognized holiday shall have the option to: save the PTO pay for use at another time, or take PTO pay for the holiday (in addition to special holiday work premium pay for the hours worked on the holiday).

8.8 Special Holiday Work Premium Pay.

8.8.1 PTO Participating. A PTO participating employee will be paid at one and one-half (1-1/2) times the employee's PTO pay rate for actual hours worked on Thanksgiving Day, Christmas Day, or New Year's Day.

8.8.2 Not PTO Participating. An employee not participating in PTO shall be paid be at two (2) times the employee's normal hourly rate [including appropriate base/step rate of pay, benefit differential, and shift differential only (no overtime or other premium pay)] for actual hours worked on Thanksgiving Day, Christmas Day or New Year's Day. In addition an employee not participating in PTO shall be paid for actual hours worked on the remaining recognized holidays under this Article at one and one-half (1-1/2) times the employee's normal hourly rate of pay.

8.8.3 Working Scheduled Hours. An employee shall not receive any special holiday premium pay to which the employee would otherwise be eligible, if the employee had an unexcused absence on the calendar day either preceding or following the recognized holiday.

8.8.4 Callback Ineligibility. Any employee called back to work from standby status on a recognized holiday under Section 8.7.1 (and who receives the premium callback rate under Section 7.3 of this Agreement for such callback) shall not be eligible to receive any special holiday work premium pay under this Agreement.

8.8.5 Overtime/No Pyramiding. For any overtime worked on a recognized holiday under Section 8.7.1, the employee shall receive either the special holiday work premium pay rate to which the employee is entitled or the appropriate overtime pay rate, whichever is greater. However, there is no pyramiding of overtime and other premium pay under this Agreement.

8.9 Shared Leave Program -- Donated PTO. In exceptional circumstances and subject to the Employer's determination regarding the criteria in this Section, an employee may be granted permission to donate a portion of the employee's accrued

and unused PTO hours to an eligible co-worker who has depleted all PTO and EIB due to an extended illness or injury.

8.9.1 Criteria for Donating PTO Hours. Employees donating PTO hours must retain a minimum of eighty (80) hours of PTO following their donation. Donations will remain confidential and will be processed in the order received in the Employer's Personnel Department on forms developed by the Employer. PTO hours may be donated only to the extent that they are necessary to supplement the receiving employee's base pay for otherwise regularly scheduled hours. Donated PTO hours will be calculated on an hour for hour basis (with no monetary conversion) by the Personnel Department.

8.9.2 Criteria for Receiving Donated PTO Hours.

Employees receiving donated PTO hours must be participating in PTO/EIB and must have already exhausted all of their own PTO and EIB hours due to illness or injury. Shared PTO hours that are donated will be paid at the receiving employee's PTO pay rate. In addition, to be eligible to receive donated PTO, the Employer will consider the nature of the extended illness or injury by the employee to receive the donation and the employee's history of excessive sick leave. The Employer may require a written physician statement explaining why the employee was incapacitated from working.

8.10 PTO/EIB Plan Design. If the Employer makes improvements to the current PTO/EIB plan, such changes will be extended to participating benefits eligible employees. The Employer will provide the Union seven (7) calendar days advance written notice.

ARTICLE IX - EXTENDED ILLNESS BANK (EIB)

9. Extended Illness Bank (EIB) Program.

9.1 Extended Illness Bank. The Extended Illness Bank (EIB) program provides participating eligible employees with compensation for serious illness and/or injury, as required by this Agreement and subject to related Employer policies regarding scheduling. Accrual of EIB begins upon the first day of employment and a participating employee may begin using EIB the first day of the first month ninety (90) calendar days after hire. Employees are eligible to use any accrued EIB in the pay period immediately following the accrual.

9.2 Basic Use of EIB Hours. Accrued and unused EIB hours are available for use by an EIB participating employee following

completion of one (1) normal work day [to a maximum of (8) hours, which shall also be prorated for eligible part-time employees] of absence from an employee's scheduled shifts due to illness and/or injury, or absence of any length required for inpatient or outpatient surgery and convalescence (routine medical and dental appointments are not covered by EIB). (The first day of absence from an employee's scheduled shifts due to illness and/or injury shall be charged to the employee's accrued and unused PTO.)

9.2.1 Dependent Family Care. An employee who must be absent from work due to health condition of a dependent child under the age of eighteen (18) who requires treatment or supervision, or for a child age eighteen or older who is incapable of self-care due to mental or physical disability, or in the event of a serious health condition or emergency condition of an employees spouse, parent, parent-in-law or grandparent may access EIB hours under the same provisions as stated in Section 9.2.

9.3 Immediate Access to EIB. In the following specific situations, an EIB participating employee may directly access accrued and unused EIB hours without first completing the one(1) normal work days of absence of the employee's scheduled shifts:

9.3.1 EIB and Scheduled Care/Recovery. When the employee is scheduled pursuant to advance written physician's orders for treatment or recovery from a continuing illness (e.g., chemotherapy, physical therapy or recovery from surgery which limits the employee from working the employee's regular work schedule);

9.3.2 EIB and Prior Condition Deterioration. When the employee returns to work following one (1)normal work days of absence due to illness or injury, and such condition suddenly deteriorates, not allowing the employee to continue to work; or

9.3.3 EIB and Work Related Illness/Injury. When the employee has been authorized by a physician for time loss due to a qualified work related illness/injury. [Should the time loss exceed fourteen (14) calendar days, then the employer will reimburse the employee's EIB account for the first day the employee was paid for time loss. An employee may access the employee's EIB or PTO account to make up the difference between the employee's regular net pay and that compensation received for time loss from worker's compensation benefits. EIB hours may not be used for follow-up care and/or appointments after a full release to return to work has been authorized by the employee's physician.]

9.4 Rate of Accrual. For newly hired employees who participate in EIB, EIB hours will accrue on all hours paid (excluding standby hours) at a rate of 56 hours during each year, as defined in Section 8.2, up to a total maximum of 720 hours.

Employees reaching the maximum of seven hundred and twenty (720) hours will be able to cash in eighty (80) hours and get paid for forty (40) during the life of this agreement.

9.5 EIB Pay Rate. The EIB pay rate shall be the hourly amount the employee would have earned had the employee worked the employee's regular schedule during the period of EIB at the employee's normal hourly rate of pay, which includes the appropriate base/step hourly rate of pay and shift differential only (no overtime or other premium pay).

9.6 PTO or EIB Notification of Absence Due to Illness. Employees working the first (day) shift shall notify their supervisor at least one (1) hour in advance of the employee's scheduled shift—if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the designated supervisor at least three (3) hours in advance.

The employee must notify the appropriate supervisor each day of absence if the employee is unable to work, unless prior arrangements have been made with supervision. Failure to comply with the above-specified notification requirements may result in loss of PTO or EIB leave for that day. Prior to payment for PTO or EIB hours related to illness or injury the Employer may require a written physician's statement explaining why the employee was incapacitated from working. Abuse of time off for PTO or EIB may be grounds for disciplinary action up to and including discharge.

9.7 EIB Partial Cash out. Upon termination for other than just cause, and with a minimum of two (2) weeks advance written notice to the Employer from the employee, for each year of service (as defined for leave purposes in Section 8.6), an employee shall receive payment at the EIB hourly pay rate equal to the percentage of the employee's accrued but unused total bank of EIB hours listed:

| <u>Years of Service</u> | <u>Percentage of EIB Hours Paid</u> |
|---------------------------|-------------------------------------|
| 0 to 5 years of service | 0% |
| Over 5 years to 10 years | 10% |
| Over 10 years to 15 years | 25% |
| Over 15 years | 50% |

ARTICLE X - LEAVES OF ABSENCE

10.1 All leaves of absence are to be requested from the

Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. Except for an emergency situation, such requests must be submitted at least thirty (30) calendar days in advance. A written reply to grant or deny the request shall be given by the Employer within thirty (30) calendar days of receipt.

10.2 Leave With Pay. A leave with pay under this Agreement (such as use of extended illness band (EIB) hours) shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

10.3 Leave Without Pay. Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the employee's anniversary date of employment being readjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer. Leave without pay for a period of thirty (30) days or less within an anniversary year shall not affect or alter the employee's anniversary date of employment.

10.3.1 Leaves After one (1) year of continuous employment, permission may be granted for leaves of absence without pay without loss of accrued benefits, provided the Employer determines that such leave does not jeopardize hospital service and does not exceed one (1) year. An employee returning from such leave of no more than thirty (30) calendar days shall be reinstated to the employee's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the employee shall be reinstated to the first available position for which the employee is qualified. Leaves without pay may be granted for any reason for up to one (1) year.

10.3.2 Political Action Leave. After one (1) year of continuous employment, permission may be granted to an employee for a leave of absence without pay for political action purposes, without loss of accrued benefits, and provided that the Employer determines that such leave does not jeopardize Hospital service and does not exceed one (1) month. An employee returning from such leave shall be reinstated to the employee's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. (An employee will have no loss of seniority due to such leave of absence.)

10.4 Educational Leave.

10.4.1 Unpaid Educational Leave. After one year of continuous employment, permission may be granted for leaves of

absence without pay for job-related study without loss of accrued benefits, provided the employer determines such leave does not jeopardize hospital service and does not exceed one (1) year. An employee returning from such leave of no more than thirty (30) calendar days shall be reinstated to the employees prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the employee shall be reinstated to the first available position for which the employee is qualified.

10.4.2 Paid Educational Leave. A paid leave of absence will be granted to employees to attend relevant educational workshops or meetings at the specific written request of the Employer and the Employer shall pay registration fees and actual, reasonable expenses to attend.

10.4.3 Educational Meetings. Up to three (3) work days (But not more than a total of twenty-four (24) hours) per year leave with pay may be granted for attending educational meetings, such as workshops, seminars and conferences. Such leave is subject to the Employer's review and approval of the course (such as course quality, provider and content), its assessment of budgetary requirements and its determination that the number of employees wishing to attend at any given time does not jeopardize the hospital's service or patient care. The term "educational meetings" is defined as those conducted to develop the professional skills and qualifications of the employees for the purpose of enhancing and upgrading the quality of patient care at Enumclaw Community Hospital.

A) To attend an educational class, the employee is to submit a request to their manager with as much notice as possible. To replace an employee attending an approved educational class, among the options the manager will utilize are: per diem or part-time staff, request a co-worker in the same department to trade if possible, other options as applicable or use an agency employee.

10.4.4 Continuing Education. Employees covered by this Agreement shall be required to obtain a minimum of six (6) contact hours of approved continuing education credits within each two thousand eight (2,080) paid hours of employment in order to be eligible for subsequent salary increment increases.

10.4.5 Required Training. During this Agreement for a Licensed Practical Nurse who is required by the Employer to take ACLS Training or Neonatal Resuscitation Training, the Employer will pay one half (1/2) of the tuition cost of the ACLS Training or Neonatal Resuscitation Training, subject to the Employer's review and approval of course content, quality and provider.

10.5 Health and Maternity Leave. Separate from Family & Medical Leave, as provided under Section 10.6 of this Agreement, upon completion of 2,080 continuous paid hours or twelve (12) calendar months of continuous employment, whichever comes last, a leave of absence (LOA) for health reasons shall be granted upon the recommendation of a physician. However, an employee who is disabled due to pregnancy shall be granted such for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. An employee on a leave of absence (LOA) for any other health reason of forty-five (45) calendar days or less shall be entitled to return to the position the employee vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. Leave for health reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the employee to the first available position for which the employee is qualified.

10.6 Family & Medical Leave. An eligible employee shall be entitled to use unpaid leave under the procedures of this Section. An eligible employee is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least 1250 hours for the Employer.

10.6.1 Leave may be taken for up to twelve (12) workweeks during a twelve (12) month period (measured forward from the date the employee first takes family and medical leave under this Section) to care for (1) the employee's newborn child, newly adopted child, or newly placed foster child; (2) the employee's spouse, child or parent with a serious health condition; or (3) the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

10.6.2 An employee must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave, with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health

care provider chosen jointly by the employee and the Employer should there be a continuing disagreement on the need for such leave.

10.6.3 If leave under this Section is required for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 10.6.2, the employee must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the employee temporarily to an available alternative position with equivalent pay and benefits.

10.6.4 If an employee takes leave to care for the employee's newborn or adopted child, the employee may (or the Employer may require the employee to) use available accrued paid time off (PTO) hours while on family and medical leave. If the employee takes leave to care for him or herself or a sick child with a serious illness, the employee may (or the Employer may require the employee to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

10.6.5 For the duration of an approved leave under this Section, the Employer will continue the employee's existing health insurance (medical and dental) under the same conditions as would have been provided to the employee if the employee were not on such leave. (If an employee does not return to work from such leave, the employee must reimburse the Employer for all premiums paid for the employee during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during such leave. While an employee is on family and medical leave, the Employer may require the employee to report to the employee's Manager on a monthly basis, regarding the employee's status and intention to return to work.

10.6.6 On completion of such leave, the employee will be assigned to the same position, or a position with equivalent pay, FTE status and shift, unless the Employer has other independent reasons that prevent such reassignment (e.g., reorganization, discharge for cause, or reduction in workforce, shifts or hours).

10.7 Military Leave. Leave required to maintain status in the military reserve shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned paid time off (PTO). An employee who returns from such 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, subject to USERRA requirements.

10.8 Industrial Injury. Leaves for bona fide injury in accordance with the Worker's Compensation Law shall be upon the same conditions as stated in 10.5, except as modified in this section. Employees shall be eligible for such leave upon completion of the probationary period. An industrial injury leave for a period thirteen (13) consecutive weeks or less shall entitle the employee to reinstatement to the vacated position and shift. A leave of absence without pay for a period exceeding thirteen (13) consecutive weeks, but not exceeding twelve (12) consecutive months entitles the employee to the first available position for which qualified.

10.9 Emergency Leave/Bereavement. Up to twenty-four (24) hours of paid leave for full-time or part-time employees with benefits (pro-rated for such part-time employees) in lieu of regularly scheduled work days shall be allowed for death in the immediate family. An additional sixteen (16) hours of leave may be granted, up to a maximum of forty (40) hours, where the distance exceeds 1,000 miles to attend the funeral. Immediate family shall be defined a grandparent, parent, wife, husband, brother, sister, child or grandchild, mother-in-law, father-in-law, son or daughter-in-law, and step-parents or step children.

10.10 Jury Duty. An employee who is required to engage in jury duty on scheduled work days, will be paid the employees's appropriate normal rate for the scheduled work hours missed because of such jury duty. To qualify for such pay, an employee must give the Manager advance written notice of jury duty call (by submitting a copy of the juror notice) and remit payment received for such jury duty. (Employees are encouraged to perform their civic duty of juror service. Employees are reminded, however, that under state law, an employee may make written request for excuse from jury duty service upon a showing of undue hardship, extreme inconvenience, public necessity, prior jury service once in the last two (2) years, or any other reason deemed sufficient by the court. If requested by the employee and in appropriate circumstances, the Employer will provide an explanatory letter to support an employee's request for excuse from jury duty service.)

10.11 Leave Return. Failure to report from a leave of absence as scheduled, without prior written authorization from the Employer, shall be considered an automatic resignation.

ARTICLE XI - HEALTH PROGRAMS

11.1 The Employer shall continue in full force and effect the current medical insurance program (or a substantially similar

program) covering regular full-time and part-time employees designated as .6 FTE or more. For employees classified as part-time, the Employer will pay one-half (1/2) the coverage. The Employer will pay for all coverage of designated eligible full-time employees. Employees will pay for any dependant coverage. Thereafter, if the Employer elects to change plans or coverage terms under its control, it shall notify the Union in advance in order to discuss in consultation (not negotiation) the new program changes that it is aware of with the Union. If the Employer convenes an advisory committee to review any of the Medical/Dental or Vision plans, a representative designated by the Union will be invited to participate.

11.2 The Employer shall arrange to give tuberculin skin tests as required by state law at no cost to the employee. In the event of a positive reaction the Employer will arrange for a chest x-ray at no cost to the employee. Upon the request of a physician, a routine blood test and urinalysis will be provided at no cost to the employee once each year. The Employer will also make available at no cost the Hepatitis B immunizations for employees whose jobs involve the risk of directly contacting blood or other potentially hazardous materials; and periodic Hepatitis B antibody pursuant to Hospital protocols.

11.3 Employees shall be covered by a plan of Industrial Insurance in accordance with the laws of the State of Washington.

11.4 Basic Life Insurance Plan. The Employer will provide benefit eligible full-time employees (which for purposes of this section shall be deemed to include employees regularly scheduled to work thirty-six (36) hours or more per week) with a basic life insurance plan. Benefits and eligibility requirements for participation and all other details shall be determined by the Employer's Plan.

11.5 Worker's Compensation. The Employer will provide Workers' Compensation and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

ARTICLE XII - RETIREMENT

12.1 The Employer shall continue in full force and effect the current retirement program covering eligible employees for the term of this Agreement, with the exception that the Employer may switch to a substantially similar program. If the Employer elects to change the program or the terms under its control, it shall notify the Union in advance in order to discuss in consultation (not negotiation) the new program changes that it is aware of with the Union.

ARTICLE XIII - EMPLOYMENT STATUS

13.1 Probation. After 520 hours or four (4) months, whichever is longer, the newly employed employee shall be considered a regular employee. During this probationary period

the employee may be discharged without recourse to the grievance procedure. Where the new employee requires additional training or orientation, probation may be extended up to sixty (60) additional days.

13.2 Resignation. Regular employees shall give fourteen (14) days of written notice of intended resignation. Failure to give such notice shall result in loss of termination benefits.

13.3 Termination Notice. At least fourteen (14) days written notice of termination of employment or pay in lieu thereof shall be given to employees by the Employer plus any vacation due, except in the case of discharge for cause. Should the employee be discharged for just cause, he/she would thereby forfeit all benefits.

13.4 Travel. An employee who in accordance with hospital policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employment of the hospital unless, by mutual agreement in writing between the Employer and the employee stated specifically and in advance, that other arrangements have been made. If the return trip to the hospital is not made by ambulance, etc., in which the employee traveled with the patient, the employee's return trip shall be provided at no expense to the employee.

13.5 Reduced Schedules. Employees who work reduced schedules at the request of the Employer for reasons beyond the Employer's control shall not lose any benefits due them nor shall the reduced schedule alter the anniversary date. In the event of an extended layoff amounting to thirty (30) days or more, employees will carry over the amount of seniority and accrued benefits due them from their last day on the payroll.

13.6 Just Cause. No employee shall be discharged or disciplined except for just cause. Upon request of an employee who feels that discipline or discharge was not for a just cause, the employee shall have the right to invoke the grievance procedure herein.

13.7 Job Postings. In case of promotion or shift assignment, seniority will govern, when in the Employer's judgment skill and ability are equal. The Employer will post all new jobs or shift openings for at least five (5) days, when practicable, on the general bulletin board and in the effected departments.

13.8 Layoffs. When it becomes necessary for the Employer to permanently reduce the work force, the Employer shall give as much notice as practicable. In cases of anticipated layoffs, written notice will be given at least forty-eight (48) hours before such action is to be effective; except in cases of urgent and unexpected circumstances.

13.8.1 If a permanent or prolonged reduction of personnel is necessary, including the elimination of position(s), the Employer shall first seek volunteers from the affected classifications. If the reduction need is not met by volunteers, the employee(s) to be laid off will be the employee(s) in the affected job classification(s) who has the least seniority provided skills and ability are equal. Probationary and temporary employees will be laid off prior to laying off any regular employees.

13.8.2 Upon request, the Employer and the Union will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. The Employer will notify the union at the same time it notifies the affected employee (48 hours notice).

13.8.3 Upon layoff, the names of such employees shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. An employee shall be removed from the roster upon re-employment, upon refusal to accept regularly scheduled work offered by the Employer, or at the end of twelve (12) months. It shall be the employee's responsibility to keep the Employer informed of his/her status and current address.

13.8.4 When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff.

13.8.5 Seniority. For purposes of this Agreement seniority shall be defined as an employee's length of service in calendar years since most recent date of hire with the Employer.

13.8.6 Employees shall be notified by telephone of an offer of work and the date to return from recall. If the employee cannot be reached by telephone and/or does not respond to the Employer's message within twenty-four (24) hours of the call, the Employer will notify the employee of the return to work offer by certified mail. If the employee needs to give notice because of employment with another Employer, up to fourteen (14) days will be allowed for returning to work.

13.9 New Services. In the event a new unit is developed, new patient care services are provided, or current units and/or services are reconfigured, the Conference Committee shall have an opportunity to review and make recommendations as to the placement of the bargaining unit members with the appropriate unit and/or service. The Conference Committee is advisory in nature and the Hospital reserves the right per Article 21 to determine work assignments and services.

ARTICLE XIV - HOSPITAL CONVENIENCE DAYS

14.1 Low Census / Hospital Convenience. Low census will be defined as a decline in patient care requirements resulting in a temporary staff decrease. In the event of temporary low census, the Hospital will attempt to release L.P.N.s (Hospital Convenience) in the following order, providing skill, competence, ability and patient continuity are adequate to meet patient care needs:

1. Agency
2. L.P.N.s working in any time and one-half (1 ½) or double time (2x) pay condition
3. Volunteers
4. Per Diem
5. L.P.N.s scheduled above their authorized FTE status on their extra scheduled days
6. Regular staff in rotation

Low census or Hospital Convenience will be assigned on a rotational basis by unit, provided skill, competence and ability are adequate to meet patient care needs. When it becomes the L.P.N.'s turn to take low census, the L.P.N. will be reassigned to another unit if the Employer believes that the need exists, and the L.P.N. is qualified. An L.P.N. who is assigned Hospital Convenience Days may, if they have the seniority, bump another less senior employee on any shift, providing skill, ability and competency being equal. The employee being bumped shall be notified at least two (2) hours prior to the beginning of the shift. Low census shall not alter an L.P.N.'s anniversary days or benefit actual rate. The Employer will make a good faith effort to notify L.P.N.s of low census at least two (2) hours prior to the beginning of the shift or as soon as possible thereafter in an effort to minimize the inconvenience to the L.P.N.

14.1.2 An employee who is assigned Hospital Convenience Days in excess of 14.1 may, if they have the seniority, bump another less senior employee on any shift, providing for skill, ability and competency being equal. The employee being bumped shall be notified at least two (2) hours prior to the beginning of the shift.

14.1.3 An employee can only utilize the number of house convenience hours it would take to total eighty (80) hours in a pay period. The eighty (80) hours would be defined as the total of regular hours worked, overtime hours and hospital convenience hours.

14.2 Cross Unit Training Hours. Effective the first day of the first payroll period after April 1, 2002 and every year thereafter, the total number of hours available to all L.P.N.'s in the bargaining unit for Cross Unit Training skill enhancement

purposes shall be 60 (sixty) hours. (L.P.N.s participating in Cross Unit Training hours shall be paid at the employee's normal rate of pay, which includes the appropriate base/step hourly rate of pay only (no shift differential or other premium pay.) As individual employees are assigned to Cross Unit Training skill enhancement hours, the balance of available hours for L.P.N.'s in the bargaining unit shall be reduced by the corresponding number of hours identified by the Employer as used in the training. It is agreed and understood that employees who are cross trained will be available to work in other areas as appropriate. The balance remaining of any unused Cross Unit Training skill enhancement hours shall not be carried forward into succeeding years.

ARTICLE XV - PERSONNEL RECORDS

15.1 File Review. An employee may, upon request and appropriate notice, inspect the contents of his/her official personnel files except for confidential reports from previous employers.

15.2 File Information. No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel files provided the following disclaimer is attached. Refusal to sign a disclaimer may be grounds for termination for cause.

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

In instances where the employee refuses to sign the Employer will note "refused to sign" and may include such documentation in file.

15.3 Correction to File. If the employee believes that any of the above material is incorrect or a misrepresentation of the facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

15.4 File Content. An employee may include in his/her personnel file copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates creditability on the employee. This material shall be retained for a minimum of three (3) years.

15.5 Employee Reprimands. Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of three (3) years.

For purposes of this section, a "year" shall be defined as 2080 paid hours.

15.6 Safety. It is the intention of the Employer to provide a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its employees. The Employer shall provide orientation and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs. Employees will comply with hospital safety regulations and utilize available safety protective devices and equipment. It is expected that employees will use professional judgment concerning safety practices. Employees with concerns regarding health or safety hazards are encouraged to bring their concerns to the attention of the Safety Committee. The Union shall appoint one (1) bargaining unit member to the Safety Committee.

15.7 Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. The Conference Committee shall be the appropriate forum to assist with mutual problems. Nothing in this section shall substitute for the grievance procedure provided in this Agreement.

ARTICLE XVI - CONFERENCE COMMITTEE

There shall be established a permanent Conference Committee consisting of three (3) elected representatives from the employee unit and three (3) representatives from the Hospital management. This committee shall be advisory only, and shall meet at the request of either party to discuss any matter relative to the interpretation of this Agreement, or any other matters pertaining to the conditions of employment at the Hospital. The purpose of this committee is to provide a channel of communication between the employees and the Hospital and to aid in the implementation of this Agreement.

ARTICLE XVII - GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged violation of the letter or intent of this Agreement. If any such grievance should arise, it should be submitted to the following grievance procedure. The time limits set forth in the following steps may only be extended by mutual consent of the

parties. An employee may be represented by a Local Unit or authorized representative of the Union at any step of the grievance procedure. The term "working days" shall be for the purposes of this Agreement defined as Monday through Friday.

17.2 Step 1 - Immediate Supervisor or Department Head. The employee shall submit the grievance to the immediate supervisor or department head and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) working days of the employee's knowledge of the facts that constitute a grievance or any other contract matters. The immediate supervisor or department head shall respond to the grievance within ten (10) working days.

17.3 Step 2 - Administrator. If the matter is not resolved as a result of Step 1, the grievance must be submitted in writing to the Administrator or his designated representative within ten (10) working days of the receipt of the immediate supervisor's response. At the request of either the Union or the Employer, the parties to the grievance shall meet in an effort to resolve the matter within ten (10) working days of the Administrator's or their designated representative's receipt of the grievance. Within ten (10) working days of the meeting on the grievance, the Administrator or their designated representative shall respond in writing to the grievance to the Union.

17.4 Step 3 - Arbitration. If the grievance is not resolved on the basis of the foregoing, the Union may submit the issue to arbitration by notifying the Employer within ten (10) days of the Union's receipt of the Administrator's or designated representative's written response in accordance with Step 2. A list of nine (9) arbitrators from Oregon-Washington will be requested from the Federal Mediation and Conciliation Service. Upon receipt of such a list, the parties shall alternatively strike the names from the list until only one name remains. The person whose name remains shall be mutually selected as arbitrator for the dispute. 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. The arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they may apply to the specific facts at issue in the dispute. Each party shall bear one-half (1/2) the fee of the arbitrator and any other expenses directly 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 the witnesses called by the other party.

ARTICLE XVIII - NO STRIKE CLAUSE

The parties to this Agreement realize that this hospital and other healthcare institutions provide essential services to the community. For this and other humanitarian reasons, it is the

intent of the parties to resolve disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents shall, directly or indirectly, authorize, assist, or encourage, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer.

Any employee(s) found to have violated this Article XVIII shall be subject to immediate discipline, including possible discharge.

ARTICLE XIX - SEPARABILITY

It is the belief of both parties that all provisions of the Agreement are lawful. If any section of this Agreement shall be found to be contrary to existing law by a Federal or State authority, or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the parties shall enter into immediate collective bargaining regarding the unlawful section(s).

ARTICLE XX - COMPLETE AGREEMENT

The parties hereto have had an opportunity to raise and discuss all bargaining subjects leading to the adoption of this Agreement. Therefore the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated the Agreement. If the parties further agree, this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE XXI - HOSPITAL OPERATIONS RIGHTS & RESPONSIBILITIES

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

Therefore, the Union recognizes the right of the Employer to operate and manage the hospital, including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or delete positions; 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 sub-contract or discontinue work for economic, medical or operations reasons; to select and hire employees; to promote or demote employees; to discipline or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work from employees; to promulgate rules and regulations and personnel policies, provided that such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such procedures as it from time to time shall determine.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective the first full pay period following April 1, 2005 and it shall continue until and including March 31, 2008. Notwithstanding the above, the Union and Employer shall re-open this Agreement for the purposes of negotiating terms of Article VI-Rates of Pay and Article VII-Premium Pay on April 1, 2007. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new agreement. Bargaining shall commence within a reasonable time following the date of timely notice.

ENUMCLAW COMMUNITY HOSPITAL
1199NW, Hosptial and Health Care

SERVICE EMPLOYEES
INTERNATIONAL UNION, District
Employees Union

By: _____
Dennis Popp, Administrator
District 1199NW

By: _____
Diane Sosne, President SEIU

Date _____

Date: _____

APPENDIX A - WAGE SCHEDULE

Effective the first day of the first payroll period after the date shown below, the straight time hourly wage, base rates and service year increments rates for each employee shall be:

April 1, 2005

| | CTT | LPN | MAMMO | NUC MED | X-RAY TECHNICIAN | X-RAY TECHNOLOGIST | ULTRASOUND |
|--------|-------|-------|-------|------------|---------------------|-----------------------|------------|
| 1 Base | 22.63 | 13.87 | 19.73 | 23.08 | 16.08 | 18.92 | 22.63 |
| 2 | 23.01 | 14.22 | 20.33 | 23.47 | 16.57 | 19.48 | 23.01 |
| 3 | 23.38 | 14.57 | 20.94 | 23.85 | 17.06 | 20.07 | 23.38 |
| 4 | 23.75 | 14.94 | 21.56 | 24.23 | 17.58 | 20.67 | 23.75 |
| 5 | 24.13 | 15.31 | 22.21 | 24.61 | 18.10 | 21.11 | 24.13 |
| 6 | 24.70 | 15.70 | 22.88 | 25.19 | 18.65 | 21.53 | 24.70 |
| 7 | 25.08 | 16.08 | 23.56 | 25.58 | 19.21 | 21.86 | 25.08 |
| 8 | 25.46 | 16.49 | 24.27 | 25.97 | 19.77 | 22.28 | 25.46 |
| 9 | 26.19 | 16.90 | 24.75 | 26.71 | 20.20 | 22.71 | 26.19 |
| 10 | 26.98 | 17.32 | 25.19 | 27.52 | 20.61 | 23.12 | 26.98 |
| 11 | 27.79 | 17.76 | 25.64 | 28.35 | 21.03 | 23.54 | 27.79 |
| 12 | 28.46 | 17.76 | 25.64 | 29.03 | 21.03 | 23.54 | 28.46 |
| 13 | 29.32 | 18.21 | 26.08 | 29.90 | 21.27 | 23.75 | 29.32 |
| 14 | 29.32 | 18.21 | 26.08 | 29.90 | 21.27 | 23.75 | 29.32 |
| 15 | 29.32 | 18.21 | 26.08 | 29.90 | 21.27 | 23.75 | 29.32 |
| 16 | 29.74 | 18.67 | 26.50 | 30.33 | 21.69 | 24.18 | 29.74 |
| 17 | 29.74 | 18.67 | 26.50 | 30.33 | 21.69 | 24.18 | 29.74 |
| 18 | 29.74 | 18.67 | 26.50 | 30.33 | 21.69 | 24.18 | 29.74 |
| 19 | 30.15 | 19.14 | 26.95 | 30.76 | 22.10 | 24.59 | 30.15 |
| 20 | 30.15 | 19.14 | 26.95 | 30.76 | 22.10 | 24.59 | 30.15 |
| 21 | 30.56 | 19.63 | 27.38 | 31.17 | 22.51 | 25.02 | 30.56 |
| 22 | 30.56 | 19.63 | 27.38 | 31.17 | 22.51 | 25.02 | 30.56 |
| 23 | 30.99 | 20.13 | 27.83 | 31.61 | 22.93 | 25.42 | 30.99 |
| 24 | 30.99 | 20.13 | 27.83 | 31.61 | 22.93 | 25.42 | 30.99 |
| 25 | 30.99 | 20.13 | 27.83 | 31.61 | 22.93 | 25.42 | 30.99 |
| 26 | 30.99 | 20.63 | 27.83 | 31.61 | 22.93 | 25.42 | 30.99 |

OCTOBER 1, 2005

| | CTT | LPN | MAMMO | NUC MED | X-RAY TECHNICIAN | X-RAY TECHNOLOGIST | ULTRASOUND |
|--------|-------|-------|-------|------------|---------------------|-----------------------|------------|
| 1 Base | 22.63 | 14.41 | 19.73 | 23.08 | 16.08 | 18.92 | 22.63 |
| 2 | 23.01 | 14.82 | 20.33 | 23.47 | 16.57 | 19.48 | 23.01 |
| 3 | 23.38 | 15.24 | 20.94 | 23.85 | 17.06 | 20.07 | 23.38 |
| 4 | 23.75 | 15.53 | 21.56 | 24.23 | 17.58 | 20.67 | 23.75 |
| 5 | 24.13 | 15.92 | 22.21 | 24.61 | 18.10 | 21.29 | 24.13 |
| 6 | 24.70 | 16.32 | 22.88 | 25.19 | 18.65 | 21.93 | 24.70 |
| 7 | 25.08 | 16.73 | 23.56 | 25.58 | 19.21 | 22.59 | 25.08 |
| 8 | 25.46 | 17.15 | 24.27 | 25.97 | 19.77 | 23.27 | 25.46 |
| 9 | 26.19 | 17.57 | 25.00 | 26.71 | 20.37 | 23.61 | 26.19 |
| 10 | 26.98 | 18.02 | 25.75 | 27.52 | 20.99 | 24.05 | 26.98 |
| 11 | 27.79 | 18.47 | 26.52 | 28.35 | 21.62 | 24.48 | 27.79 |
| 12 | 28.62 | 18.47 | 26.66 | 29.19 | 21.87 | 24.48 | 28.62 |
| 13 | 29.48 | 18.94 | 27.12 | 30.07 | 22.12 | 24.70 | 29.48 |
| 14 | 29.48 | 18.94 | 27.12 | 30.07 | 22.12 | 24.70 | 29.48 |
| 15 | 29.48 | 18.94 | 27.12 | 30.07 | 22.12 | 24.70 | 29.48 |
| 16 | 30.37 | 19.42 | 27.56 | 30.98 | 22.56 | 25.15 | 30.37 |
| 17 | 30.37 | 19.42 | 27.56 | 30.98 | 22.56 | 25.15 | 30.37 |
| 18 | 30.92 | 19.42 | 27.56 | 31.54 | 22.56 | 25.15 | 30.92 |
| 19 | 31.36 | 19.91 | 28.03 | 31.99 | 22.98 | 25.57 | 31.36 |
| 20 | 31.36 | 19.91 | 28.03 | 31.99 | 22.98 | 25.57 | 31.36 |
| 21 | 31.78 | 20.42 | 28.48 | 32.42 | 23.41 | 26.02 | 31.78 |
| 22 | 31.78 | 20.42 | 28.48 | 32.42 | 23.41 | 26.02 | 31.78 |
| 23 | 32.23 | 20.93 | 28.94 | 32.87 | 23.85 | 26.44 | 32.23 |
| 24 | 32.23 | 20.93 | 28.94 | 32.87 | 23.85 | 26.44 | 32.23 |
| 25 | 32.23 | 20.93 | 28.94 | 32.87 | 23.85 | 26.44 | 32.23 |
| 26 | 32.23 | 21.45 | 28.94 | 32.87 | 23.85 | 26.44 | 32.23 |

April 1, 2006

| | CTT | LPN | MAMMO | NUC MED | X-RAY TECHNICIAN | X-RAY TECHNOLOGIST | ULTRASOUND |
|--------|-------|-------|-------|------------|---------------------|-----------------------|------------|
| 1 Base | 22.63 | 14.91 | 20.42 | 23.08 | 16.64 | 19.58 | 22.63 |
| 2 | 23.01 | 15.34 | 21.04 | 23.47 | 17.15 | 20.16 | 23.01 |
| 3 | 23.38 | 15.77 | 21.67 | 23.85 | 17.66 | 20.77 | 23.38 |
| 4 | 23.75 | 16.25 | 22.31 | 24.23 | 18.20 | 21.39 | 23.75 |
| 5 | 24.13 | 16.73 | 22.99 | 24.61 | 18.73 | 22.04 | 24.13 |
| 6 | 24.81 | 17.19 | 23.68 | 25.31 | 19.30 | 22.70 | 24.81 |
| 7 | 25.55 | 17.56 | 24.38 | 26.07 | 19.88 | 23.38 | 25.55 |
| 8 | 26.32 | 18.01 | 25.12 | 26.85 | 20.47 | 24.08 | 26.32 |
| 9 | 27.11 | 18.45 | 25.88 | 27.65 | 21.08 | 24.80 | 27.11 |
| 10 | 27.92 | 18.92 | 26.65 | 28.48 | 21.72 | 25.54 | 27.92 |
| 11 | 28.76 | 19.40 | 27.45 | 29.34 | 22.38 | 26.31 | 28.76 |
| 12 | 29.62 | 19.40 | 28.00 | 30.21 | 23.04 | 26.20 | 29.62 |
| 13 | 30.51 | 19.89 | 28.47 | 31.12 | 23.23 | 26.43 | 30.51 |
| 14 | 30.51 | 19.89 | 28.47 | 31.12 | 23.23 | 26.43 | 30.51 |
| 15 | 30.51 | 19.89 | 28.47 | 31.12 | 23.23 | 26.43 | 30.51 |
| 16 | 31.43 | 20.39 | 28.94 | 32.06 | 23.68 | 26.91 | 31.43 |
| 17 | 31.43 | 20.39 | 28.94 | 32.06 | 23.68 | 26.91 | 31.43 |
| 18 | 32.37 | 20.39 | 28.94 | 33.02 | 23.68 | 26.91 | 32.37 |
| 19 | 32.93 | 20.90 | 29.43 | 33.59 | 24.13 | 27.36 | 32.93 |
| 20 | 32.93 | 20.90 | 29.43 | 33.59 | 24.13 | 27.36 | 32.93 |
| 21 | 33.37 | 21.44 | 29.90 | 34.04 | 24.58 | 27.84 | 33.37 |
| 22 | 33.37 | 21.44 | 29.90 | 34.04 | 24.58 | 27.84 | 33.37 |
| 23 | 33.84 | 21.98 | 30.39 | 34.51 | 25.04 | 28.29 | 33.84 |
| 24 | 33.84 | 21.98 | 30.39 | 34.51 | 25.04 | 28.29 | 33.84 |
| 25 | 33.84 | 21.98 | 30.39 | 34.51 | 25.04 | 28.29 | 33.84 |
| 26 | 33.84 | 22.32 | 30.39 | 34.51 | 25.04 | 28.29 | 33.84 |

October 1, 2006

| | CTT | LPN | MAMMO | NUC MED | X-RAY TECHNICIAN | X-RAY TECHNOLOGIST | ULTRASOUND |
|--------|-------|-------|-------|------------|---------------------|-----------------------|------------|
| 1 Base | 22.63 | 14.91 | 20.42 | 23.08 | 16.64 | 19.58 | 22.63 |
| 2 | 23.01 | 15.34 | 21.04 | 23.47 | 17.15 | 20.16 | 23.01 |
| 3 | 23.38 | 15.77 | 21.67 | 23.85 | 17.66 | 20.77 | 23.38 |
| 4 | 23.75 | 16.25 | 22.31 | 24.23 | 18.20 | 21.39 | 23.75 |
| 5 | 24.13 | 16.73 | 22.99 | 24.61 | 18.73 | 22.04 | 24.13 |
| 6 | 24.81 | 17.19 | 23.68 | 25.31 | 19.30 | 22.70 | 24.81 |
| 7 | 25.55 | 17.69 | 24.38 | 26.07 | 19.88 | 23.38 | 25.55 |
| 8 | 26.32 | 18.23 | 25.12 | 26.85 | 20.47 | 24.08 | 26.32 |
| 9 | 27.11 | 18.74 | 25.88 | 27.65 | 21.08 | 24.80 | 27.11 |
| 10 | 27.92 | 19.29 | 26.65 | 28.48 | 21.72 | 25.54 | 27.92 |
| 11 | 28.76 | 19.83 | 27.45 | 29.34 | 22.38 | 26.31 | 28.76 |
| 12 | 29.62 | 19.83 | 28.28 | 30.21 | 23.04 | 27.11 | 29.62 |
| 13 | 30.51 | 20.44 | 29.12 | 31.12 | 23.73 | 27.76 | 30.51 |
| 14 | 30.51 | 20.44 | 29.12 | 31.12 | 23.73 | 27.76 | 30.51 |
| 15 | 30.51 | 20.44 | 29.12 | 31.12 | 23.73 | 27.76 | 30.51 |
| 16 | 31.43 | 21.05 | 29.99 | 32.06 | 24.45 | 28.26 | 31.43 |
| 17 | 31.43 | 21.05 | 29.99 | 32.06 | 24.45 | 28.26 | 31.43 |
| 18 | 32.37 | 21.05 | 30.10 | 33.02 | 24.63 | 28.26 | 32.37 |
| 19 | 33.35 | 21.67 | 30.61 | 34.01 | 25.09 | 28.73 | 33.35 |
| 20 | 33.35 | 21.67 | 30.61 | 34.01 | 25.09 | 28.73 | 33.35 |
| 21 | 34.34 | 22.32 | 31.10 | 35.03 | 25.57 | 29.23 | 34.34 |
| 22 | 34.34 | 22.32 | 31.10 | 35.03 | 25.57 | 29.23 | 34.34 |
| 23 | 34.34 | 22.32 | 31.61 | 35.03 | 26.04 | 29.71 | 34.34 |
| 24 | 34.34 | 22.32 | 31.61 | 35.03 | 26.04 | 29.71 | 34.34 |
| 25 | 34.34 | 22.32 | 31.61 | 35.03 | 26.04 | 29.71 | 34.34 |
| 26 | 35.38 | 22.32 | 31.61 | 36.08 | 26.04 | 29.71 | 35.38 |

April 1, 2007

| | CTT | LPN | MAMMO | NUC MED | X-RAY TECHNICIAN | X-RAY TECHNOLOGIST | ULTRASOUND |
|--------|-------|-------|-------|------------|---------------------|-----------------------|------------|
| 1 Base | 23.76 | 15.66 | 21.44 | 25.13 | 19.53 | 20.56 | 24.88 |
| 2 | 24.16 | 16.11 | 22.09 | 25.74 | 20.11 | 21.17 | 25.50 |
| 3 | 24.55 | 16.56 | 22.75 | 26.40 | 20.72 | 21.81 | 26.14 |
| 4 | 24.94 | 17.06 | 23.43 | 27.05 | 21.34 | 22.46 | 26.81 |
| 5 | 25.34 | 17.57 | 24.14 | 27.87 | 21.98 | 23.14 | 27.62 |
| 6 | 26.05 | 18.05 | 24.86 | 28.69 | 22.64 | 23.84 | 28.44 |
| 7 | 26.83 | 18.57 | 25.60 | 29.57 | 23.32 | 24.55 | 29.29 |
| 8 | 27.64 | 19.14 | 26.38 | 30.45 | 24.02 | 25.28 | 30.15 |
| 9 | 28.47 | 19.68 | 27.17 | 31.36 | 24.74 | 26.04 | 31.07 |
| 10 | 29.32 | 20.25 | 27.98 | 32.30 | 25.48 | 26.82 | 32.00 |
| 11 | 30.20 | 20.82 | 28.82 | 33.27 | 26.24 | 27.63 | 32.97 |
| 12 | 31.10 | 20.82 | 29.69 | 33.27 | 27.04 | 28.47 | 32.97 |
| 13 | 32.04 | 21.46 | 30.58 | 34.26 | 27.69 | 29.15 | 33.96 |
| 14 | 32.04 | 21.46 | 30.58 | 34.26 | 27.69 | 29.15 | 33.96 |
| 15 | 32.04 | 21.46 | 30.58 | 35.30 | 27.69 | 29.15 | 35.17 |
| 16 | 33.00 | 22.10 | 31.49 | 35.30 | 28.19 | 29.67 | 35.17 |
| 17 | 33.00 | 22.10 | 31.49 | 36.35 | 28.19 | 29.67 | 36.02 |
| 18 | 33.99 | 22.10 | 31.61 | 36.35 | 28.19 | 29.67 | 36.02 |
| 19 | 35.02 | 22.75 | 32.14 | 37.45 | 28.66 | 30.17 | 37.10 |
| 20 | 35.02 | 22.75 | 32.14 | 37.45 | 28.66 | 30.17 | 37.10 |
| 21 | 36.06 | 23.44 | 32.66 | 38.57 | 29.16 | 30.69 | 38.22 |
| 22 | 36.06 | 23.44 | 32.66 | 38.57 | 29.16 | 30.69 | 38.22 |
| 23 | 36.06 | 23.44 | 33.19 | 38.57 | 29.64 | 31.20 | 38.22 |
| 24 | 36.06 | 23.44 | 33.19 | 38.57 | 29.64 | 31.20 | 38.22 |
| 25 | 36.06 | 23.44 | 33.19 | 38.57 | 29.64 | 31.20 | 38.22 |
| 26 | 37.15 | 23.44 | 33.19 | 38.57 | 29.64 | 31.20 | 38.22 |

SIDE LETTER

Collaborative Bargaining. Prior to the expiration of the contract (60-90 days), both parties agree to meet for the purposes of considering a collaborative bargaining process.

Call Back Pay (after completion of shift) It is agreed and understood that the three (3) hour call back minimums for Cat Scan and Nuclear Medicine Staff will become in effect when the employee arrives on Hospital premises. It is also agreed that Cat Scan and Nuclear Medicine employees will be expected to remain on site for the duration of the three hour minimum if requested. All hours worked beyond the minimum will be paid as actual hours worked at one and one half (1 ½) times regular rate of pay.

Employees who report back to work and are subsequently released will then again be eligible for an additional three (3) minimum hours if they are again called back to the hospital.

