

COLLECTIVE BARGAINING AGREEMENT

by and between

AUBURN REGIONAL MEDICAL CENTER

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
1199NW**

2007-2010

SEIU Healthcare 1199NW
15 S. Grady Way, Suite 200
Renton, WA 98055
425-917-1199

Table of Contents

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RESPONSIBILITIES	1
ARTICLE 3 – UNION MEMBERSHIP	2
ARTICLE 4 – UNION REPRESENTATIVE	3
ARTICLE 5 – DEFINITIONS	4
ARTICLE 6 – EMPLOYMENT PRACTICES	5
ARTICLE 7 – SENIORITY	7
ARTICLE 8 – HOURS OF WORK AND OVERTIME	8
ARTICLE 9 – COMPENSATION	10
ARTICLE 10 – VACATION AND HOLIDAYS	13
ARTICLE 11 – SICK LEAVE	14
ARTICLE 12 – LEAVES OF ABSENCE	15
ARTICLE 13 – MEDICAL AND INSURANCE BENEFITS	17
ARTICLE 14 – NO STRIKE-NO LOCKOUT	18
ARTICLE 15 – GRIEVANCE PROCEDURE	18
ARTICLES 16 – GENERAL PROVISIONS	20
ARTICLE 17 – SUBSTANCE ABUSE	21
ARTICLE 18 – TERM OF AGREEMENT	22
MEMORANDUM OF UNDERSTANDING	
MEMORANDUM OF UNDERSTANDING REGARDING NEGOTIATIONS	23
SIDE LETTER OF NEUTRALITY	
AGREEMENT CONCERNING UNION MEMBERSHIP	24
Schedule “A”	24
Schedule “B”	Error! Bookmark not defined.

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
AUBURN REGIONAL MEDICAL CENTER
AND
SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW

This Agreement is made and entered into by and between Auburn Regional Medical Center (hereinafter referred to as the "Hospital") and the Service Employees International Union 1199NW (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

ARTICLE 1 – RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular part-time, and on-call/per diem service and business office employees of Auburn Regional Medical Center, including central supply technicians, unit secretaries, dietary workers, admitting staff, data processors, receptionist clerks, business office clericals, transporters, telephone operators, certified nursing assistants, OB Clinical Assistants, Laboratory Assistants and housekeepers; excluding all other employees, professional employees, technical employees, confidential employees, skilled maintenance employees, managers, guards and supervisors as defined in the Act.

ARTICLE 2 – MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. The Union further recognizes the right of the Hospital to operate and manage the Hospital including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees, and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement changed operational methods and procedures; to determine staffing requirements; to determine and change the size, composition and qualifications of the work force; to determine and the kind and location of facilities; to determine whether the whole, or any part of, the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided, however, the Hospital reserves the right to discharge any employee deemed to be incompetent based upon reasonably related job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; to subcontract out work; and to promulgate, modify and abolish its rules, regulations and personnel policies, provided that such rights shall not be exercised as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine.

ARTICLE 3 – UNION MEMBERSHIP

3.1 Membership. All full-time and part-time employees who are members of the Union at the time of signing of this Agreement and all full-time and part-time employees who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Union dues on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) days after receipt of written notice to the Hospital from the Union unless the employee fulfills the membership obligations set forth in this Agreement within that thirty (30) day period. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail, within the last ten (10) days prior to the expiration date of this Agreement.

New employees hired after the effective date of this Agreement shall have twenty-one (21) calendar days to notify the Union of their intention not to join the Union. Such notice shall either be in person or by certified mail. In the event that the new employee fails to exercise the foregoing option within twenty-one (21) calendar days, then that employee shall be required to become and remain a Union member in good standing within thirty-one (31) days from the date of employment. An employee failing to maintain good standing within the Union after the waiver of this option and the passing of thirty-one (31) days shall, after receiving thirty (30) days' written notice, be terminated upon written request from the Union to the Hospital.

3.2 Bargaining Unit Roster. The Employer shall provide the Union with a roster of all employees covered by this Agreement every three months, including names, addresses, hire dates, department, job code, hourly rate of pay and FTE status for each employee. The Hospital agrees to supply the Union on a monthly basis with a roster of new hires showing each employee's name, address, FTE status, date of hire, job code, and rate of pay. The roster will also include a list of employees terminated showing the employees name and date of termination. The information will either be e-mailed or sent in a mutually agreeable format.

3.3 Bulletin Boards. The Hospital shall furnish space on a bulletin board for the use of the Union to post Union notices relating to Union activities in each department in which bargaining unit employees regularly work. The Union will provide a copy of all posted material to the Human Resources Director at the time of posting. All postings will be signed by a Union delegate or officer. The Union agrees to limit the posting of Union materials to the bulletin board. If the Employer determines a Union posting to be inflammatory (e.g. personal attacks, slanderous), then the Employer shall discuss the matter with the Union. Following the discussion with the Union, the Employer may remove the posting if it continues to deem it to be inflammatory.

3.4 Dues Deduction. During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deduction. The amount of money to be deducted for the payment of Union dues shall be in accordance with the constitution and bylaws of the Union. 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 such employee.

3.5 Dues Deduction Roster. Effective the first full month following the signing of this Agreement, the Hospital will mail to the Union a complete list of all employees on the payroll deduction together with the remittance for that month. Monthly thereafter, the Hospital will notify the Union in writing of any additions or deletions to the original list of employees.

3.6 Voluntary Political Action Fund. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.6.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated by the Federal Election Campaign Act (FECA) to reimburse the Hospital for the reasonable cost of administering the Political Action Fund. The Hospital and the Union agree that one quarter of one percent (0.25%) of all amounts processed through our payroll and accounts payable departments is a reasonable amount to cover the Hospital's costs of administering the deductions. Accordingly, the Hospital will retain one quarter of one percent (0.25%) of all amounts deducted pursuant to the Voluntary Political Action Fund.

3.7 New Employee Orientation. The Hospital will provide the Union with the opportunity to meet with new bargaining unit employees for up to fifteen minutes during the New Employee Orientation and Service Excellence meetings. The Hospital shall notify the designated Union representative (who will not be on paid time during the presentation) of the time at which new employees will be available. Alternatively, the parties may mutually agree to a different time/format for the informal meeting with new employees. The Hospital shall distribute an Informational Packet supplied by SEIU District 1199NW to each new hire during the New Employee Orientation.

ARTICLE 4 – UNION REPRESENTATIVE

4.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Except as provided below, Union representatives shall not have access to employee lounges, nursing units or other patient care areas. When the Union representative has a specific concern, which requires access to a non-public area of the Hospital, such access may be obtained only upon advance approval of the Human Resources Director or designee. Other access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

4.2 Union Delegates. The Union shall have the right to select Union delegates from among employees in the bargaining unit. Union delegates shall not be recognized by the Hospital until the

Union has given the Hospital written notice of the selection. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Union business shall be conducted only during nonworking hours and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, up to 16 union delegates shall be reimbursed at their base straight time rate for one day (8 hours) of training provided by the Union over the term of the contract. Training shall occur only on an employee's scheduled day off.

4.3 Meeting Rooms. The Union shall have access to meeting rooms at the Hospital for official Union business, subject to advance notice and availability.

ARTICLE 5 – DEFINITIONS

5.1 Full-Time Employee. An employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required appraisal period.

5.2 Part-Time Employee. An employee who is regularly scheduled for less than forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required appraisal period.

5.2.1 FTE Adjustment. An employee, who over a ninety (90) day period routinely works hours in excess of their FTE level, may make a written request to their Manager to have their FTE reviewed. If the additional hours being worked by the employee will continue to be available as regular hours (not for relief of vacation, sick leave, hours over core staffing or leave of absence) the Hospital will evaluate adjusting the employee's FTE status. If, after a formal review process the status change is denied, the reason for denial will be provided to the employee.

5.3 Probationary Employee/Appraisal Period. An employee who has been hired by the Hospital on a full-time or part-time basis and who has been continuously employed by the Hospital for less than 520 hours. During the appraisal period, an employee may be discharged without notice and without recourse to the grievance procedure. After 520 hours of employment, the employee shall attain regular status, unless specifically advised by the Employer of an extended probationary period of up to an additional 520 hours. In the event that probation is extended, the Employer shall provide to the employee in writing the term of the extension and the reason for the extension, including the specific performance improvements required.

5.3.1 Supplemental Appraisal Period. Any employee moving to a different unit, department or classification pursuant to Section 6.6 shall be subject to a ninety (90) day supplemental appraisal period. During the first seven (7) days of this supplemental appraisal period, the Employee shall be returned to her/his former position, shift and FTE if she/he so requests or if the Hospital determines that she/he is not meeting and will not satisfactorily meet the requirements of the new position. If during the remainder of this supplemental appraisal period the Hospital determines the employee is not satisfactorily meeting the requirements of the new position, the employee may be removed from the position and either a) returned to their former position, or b) if there is no opening in their former position, the Hospital shall make a good faith effort to find an open position in the Hospital for which the employee is qualified. If no such positions exists, the employee shall be laid off, with recall rights as specified in Section 7.3. This section shall not apply in instances where an

employee moves to a position in which they are performing substantially the same duties as in their former position.

5.4 On-call/Per Diem Employees. On-call employees are employees who are not regularly scheduled to work or who are hired to work during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency, employee absence or leave of absence. On-call employees are included in the bargaining unit. In lieu of all fringe benefits provided for in this Agreement (except for shift differential, weekend premium, callback pay, standby pay and step [wage] increases), on-call employees shall receive a fifteen percent (15%) premium in lieu of benefits.

5.5 Month and Year. For the purposes of this Agreement and the method of computing benefit and conditions of employment provided herein, a “month” shall be defined as 173.3 hours of work, and a “year” shall be defined as 1664 hours of work or twelve (12) months whichever comes last. Time paid for, but not worked (excluding stand-by pay) shall be regarded as time worked for purposes of computing wages and benefits, except as otherwise provided in this Agreement. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 1664 hours within any twelve- (12) month period.

ARTICLE 6 – EMPLOYMENT PRACTICES

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

6.2 Notice of Resignation. Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in loss of any accrued vacation. The Hospital may give consideration to situations that would make such notice by the employee impossible. Sick leave may not be used once the employee has given such notice.

6.3 Discipline and Discharge. No employee 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 suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of the Union Representative at any interview which could reasonably lead to disciplinary action.

6.4 Personnel File. Individual personnel records will be maintained on each employee. By appointment, employees may inspect their personnel records with the exception of references from previous employers. If an employee objects to the inclusion of any material in his/her personnel file, the employee may provide a written response to such material for inclusion in the personnel file. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign written warnings acknowledging receipt thereof. An employee may petition in writing for review of any written warning more than three (3) years old, assuming there has been no subsequent discipline during the interim period. Such requests will be approved absent good reason.

6.5 Inservice Education. Employees shall be paid for all hours in attendance at mandatory inservices at the appropriate rate of pay.

6.6 Job Openings. When a regular job opening occurs within the bargaining unit, length of service shall be the determining factor in filling such vacancy providing skill, competency, and ability are considered comparable in the opinion of the Hospital. Notice of job openings shall be posted at least seven (7) days in advance of filling, whenever possible. To be considered for such job opening, an employee must indicate such interest to the Human Resources Department in writing.

6.7 New and Modified Positions. If the Employer creates a new bargaining unit classification, or substantially changes the requirements, responsibilities and duties of an existing classification such that it is in essence a new classification, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least fourteen (14) days prior to the implementation of the new or revised position. If the Union requests, within seven (7) days after receipt of notice, the parties shall meet to bargain the rate of pay.

6.8 Labor/Management Committee. The Employer, jointly with employees selected by the Union, shall establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor/Management Committee shall be to foster improved communication between the Employer and the staff and to improve working conditions and patient and employee satisfaction. The Committee may address staffing issues. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The Committee shall be established on a permanent basis and shall consist of not more than four (4) representatives of the Employer and not more than four (4) bargaining unit employees, with not more than one (1) employee from each job classification and/or department. The Committee will be representative of hospital work areas. The number of Committee participants may be expanded by the mutual agreement of the Employer and the Union. The Committee shall meet quarterly or as often as mutually agreed. The Committee shall operate under guidance of co-chairs, one to be selected by the Employer and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be distributed to all Committee members at least three (3) days in advance of the meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue at a mutually agreeable time. A good faith effort will be made to schedule meetings during work hours. Committee members shall be compensated at their straight-time rate of pay, and this shall not result in the payment of overtime.

6.9 Health and Safety. The Union may appoint two employees to serve on the Employer's health and safety committee, known as Environment of Care/Safety. Members shall be compensated at their straight-time rate of pay for time spent at the meeting (and without callback or premium pays), and this shall not result in the payment of overtime.

6.10 Safe Patient Handling. The Union may appoint two members to the Hospital's Safe Patient Handling committee. Members shall be compensated at their straight-time rate of pay for time spent at the meeting (and without callback or premium pays), and this shall not result in the payment of overtime. Staff working with the equipment will receive training in use of equipment and implementation of the safe handling policy over the term of the Agreement.

6.11 Staffing and Workload. The Employer and the Union recognize that while significant fluctuations characterize the work of a hospital, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients. Whenever employees in a given department on any shift believe there is a bona fide workload staffing problem, they will notify the Supervisor. The Supervisor will make a good faith effort to resolve the complaint. Supervisors are responsible for making the decisions for unit based outcome

and the overall direction of the unit. If staffing/workload concerns occur with regularity in a particular department and shift, the documentation on the problem may be presented to the Labor/Management Committee. Employees who raise staffing and workload issues shall be free from reprisal for raising such concerns.

ARTICLE 7 – SENIORITY

7.1 Definition. Seniority shall mean an employee's continuous length of service based upon actual hours worked with the Hospital from most recent date of hire. Seniority benefits shall not apply to an employee until completion of the initial appraisal period. Upon satisfactory completion of this appraisal period, the employee shall be credited with seniority from most recent date of hire.

7.2 Layoff. In the event a permanent or prolonged reduction in personnel is determined to be necessary by the Hospital, length of service among employees in the affected classification and department shall be the determining factor in such layoff (and any subsequent recall from layoff) providing skills, competence, ability, and experience are comparable based upon review of objective job criteria, job performance, and other relevant factors. Twenty-one (21) days' advance notice of layoff shall be given to laid off employees, or pay in lieu thereof. Initially, voluntary hours reductions shall be requested. Agency staff in the impacted classification and department shall be released prior to implementing an involuntary hours reduction. Any employee subject to layoff may select another position when available from a listing of vacant positions in either their classification or a classification previously held within the Hospital, and for which they are qualified.

7.2.1 Unit Merger and/or Restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit (such as dividing up a unit into smaller units, or some other fundamental change in the operational structure of the unit), which will materially change shifts and/or FTEs, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will give the Union notice and the opportunity to discuss the changes. The Employer will then meet with the employees on the affected unit(s) to discuss the changes. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least seven (7) days. By the end of the posting period, each employee in the affected unit(s) shall have submitted to the Employer a written list which identifies and ranks their preferences for all available positions within the unit (first to last). An employee may choose voluntary layoff rather than bid on a position. Based upon these preference lists, the Employer will assign employees to positions for which they are qualified on the new/restructured unit based upon seniority.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, employees will be reinstated in the reverse order of the layoff to openings in their former classification. In order to retain recall rights, the employee must keep the Employer informed of his/her current address and phone number. Employees must also provide a written statement expressing interest in re-employment by the Employer.

7.4 Separation Pay. Employees employed in a classification subject to a layoff may elect to be terminated and be eligible for separation payments according to the schedule below. Employees who choose severance with separation pay shall be ineligible for recall rights specified in Section 7.3 above, and shall be considered to have terminated their employment. The number of employees

electing separation pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control. Weeks of separation pay shall be paid at the employee's regular rate of pay at the time severance is elected and at forty (40) hours pay per week prorated for part time employees based upon their assigned FTE at the time of severance. Years of service for purposes of this section shall be defined as 2080 paid hours.

<u>Years of Service</u>	<u>Weeks of Separation Pay</u>
3	1
5	2
7	3

7.5 Termination. Seniority shall terminate upon cessation of the employment relationship, for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Hospital to the employee by certified letter, failure to return in accordance with the term of a leave of absence or failure to respond within seven (7) days of written notice of recall, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.6 Roster. In the event of a layoff, a seniority roster for affected classifications will be available at the Human Resource Department.

7.7 Low Census. During a temporary period of low census, the Hospital will seek out volunteers to take time off before determining and implementing the reduced staffing schedule. Agency staff in the impacted classification and department will be released from work prior to implementing any involuntary temporary reduction in hours among bargaining unit members. If additional reductions are necessary, employees in the classification(s) in the affected department(s) shall have their hours reduced 1) first, from employees working overtime hours; 2) second, from part-time employees working above their FTE; and 3) finally, subject to patient care and other practical considerations, the Hospital will rotate low census days equitably among employees in the affected shift and classification in the department. Where practical, the department manager will discuss with employees possible ways to minimize the impact of the low census, including other potential work assignments in the Hospital. Employees scheduled to work but released from work due to low census shall continue to receive medical and dental insurance coverage in accordance with the employee's FTE status. The Hospital will provide each affected employee with at least two (2) hours advance notice of low census. Should timely notice not be given, the employee will receive two (2) hours of pay at the regular rate. This pay provision shall not apply should the Hospital be unsuccessful in making a bona fide attempt to notify the employee of a shift cancellation or in situations where the employee is already at work. It shall be the responsibility of the employee to maintain a current telephone number listed with the employee's department. Failure to do so shall excuse the Hospital from the notification requirement provided herein. Annually, the Hospital will credit as hours worked, for longevity, seniority and non medical benefit purposes, the low census hours incurred by the employee during that year to the extent that total hours paid were less than authorized FTE hours. Employees shall be eligible to use vacation to make up for wages lost due to low census.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours. This does not constitute a guarantee of work.

8.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. This does not constitute a guarantee of work.

8.3 Innovative Work Schedules. Innovative work schedules may be established by the Hospital 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 Hospital 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 Hospital 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 forty (40) hours per week. The Hospital 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 written notice to the employee and the Union.

8.4 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work will occur from time to time, resulting from several causes, such as but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this contract. An employee whose work schedule is to be changed shall be notified as soon as possible of such change. Work schedules shall be posted ten (10) days in advance of the beginning of the scheduled work period.

8.5 Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty hours (80) during a two (2) week period, in which case all time worked in excess of eight (8) hours in any day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Overtime for all employees shall be paid for all hours worked beyond the employee's normal work day, except that an employee whose work day is less than eight (8) hours shall be paid overtime only when she/he works more than eight (8) consecutive hours. Overtime shall be compensated for at the rate of one and one half times (1½x) the regular rate of pay, providing that all consecutive time worked in excess of twelve (12) hours in a work day (excluding on call shifts, innovative shifts, and regularly scheduled twelve (12) hour shifts) shall be paid at double time (2X) the employee's regular rate of pay. Time paid for but not worked shall not count as time worked for the purposes of computing overtime pay. All overtime must be approved by supervision in advance, otherwise no overtime work will be performed. There shall be no duplicating or pyramiding of overtime pay.

8.6 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required by supervision to work during their meal period shall be compensated for such work at the appropriate rate of pay. All employees shall be allowed a paid rest period of fifteen (15) minutes in each half shift of four (4) hours or more duration.

8.7 Report Pay. Employees who report to work as scheduled shall be provided with at least four (4) hours work or four (4) hours pay at the straight time rate of pay. This commitment shall not apply if the Hospital has previously made a good faith effort to notify the employee at least one (1) hour in advance of the day shift and two (2) hours in advance of the evening or night shift that no

work is available, or if the employee has not provided the Hospital with a current address and telephone number. This commitment also shall not apply when the lack of work is due to unforeseeable conditions beyond the Hospital's control, nor will it apply to orientation or inservice programs scheduled by the Hospital where attendance is required.

8.8 Weekends. The parties recognize that there are differences between departments in the method for scheduling weekend work. Where the Hospital determines a change is necessary, the Hospital shall make a good faith effort to equitably assign weekend work among department employees. The Employer will make a good faith effort to schedule all regular full-time and part-time employees for every other weekend off. If any employee is required to work on the employee's scheduled weekend off, all time worked on that weekend shall be paid at the rate of one-and-one-half (1 ½) times the employee's regular rate of pay. Regularly scheduled weekends shall be paid at the employee's regular rate of pay. This section shall not apply to employees who voluntarily agree to more frequent weekend duty. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable for premium and/or overtime pay.

8.9 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at one and one half times (1½x) the regular rate. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.4, or to situations in which the employee requests additional hours. Employees working twelve (12) hour shifts will receive at least ten (10) hours off duty between shifts. All time worked within this ten (10) hour period shall be paid at one and one half times (1½x) the regular rate.

ARTICLE 9 – COMPENSATION

9.1 Rates of Pay. Employees covered by this Agreement shall be paid according to Schedule "A" of this Agreement. Any prospective changes in compensation resulting from this Agreement shall become effective the payroll period beginning on or after the designated effective date.

9.2 Recognition for Past Experience. Employees hired in with similar care experience shall be paid:

- (a) Employees with two (2) years experience shall be employed at not less than the wage rate in Step 1 as indicated in Schedule "A" wage scale.
- (b) Employees with four (4) years experience shall be employed at not less than the wage rate of Step 2 as indicated in Schedule "A" wage scale.
- (c) Employees with six (6) years experience shall be employed at not less than the wage rate of Step 3 as indicated in Schedule "A" wage scale.
- (d) Employees with eight (8) years experience shall be employed at not less than the wage rate of Step 4 as indicated in Schedule "A" wage scale.
- (e) Employees with ten (10) years or more of experience shall be employed at not less than the wage rate of Step Five or fifty percent (50%) of the years of experience, whichever is greater as indicated in Schedule "A" wage scale.

9.3 Pay Increases. Employees will be eligible for step increases as per Schedule "A" of this Agreement. For purposes of computing step increments a year shall be as defined in Section 5.5.

9.3.1 Effective July 1, 2007, the base rates in Schedule "A" shall be increased by three percent (3%).

9.3.2 Effective January 1, 2008, the base rates in Schedule "A" shall be increased by one percent (1%).

9.3.3 Effective July 1, 2008, the base rates in Schedule "A" shall be increased by two percent (2%).

9.3.4 Effective January 1, 2009, the base rates in Schedule "A" shall be increased by two percent (2%).

9.3.5 Effective July 1, 2009, the base rates in Schedule "A" shall be increased by two percent (2%).

9.3.6 Effective January 1, 2010, the base rates in Schedule "A" shall be increased by two percent (2%).

9.3.7 Effective upon ratification of this agreement, new steps 13, 14, 16, and 17 will be added to Schedule "A". Pay rates for each step up to and including step 12, and for each step above step 18, will be two and one half percent (+2.5%) higher than the previous step. Each step from 13 to 18 shall be .83% higher than the previous step.

9.3.8 Any employee over the scale for their classification will receive wage increases as described above.

9.3.9 Any employee promoted into a higher classification shall be placed at the lowest step which results in a pay increase. Employees moving into a lower classification will remain at the same step in the lower classification.

9.3.10 The retroactive pay adjustments contained in this Article shall not apply to employees whose employment is terminated prior to the date of ratification of this Agreement.

9.4 Standby Pay. Employees placed on standby status off Hospital premises shall be compensated at the rate of 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 pay increases or fringe benefits.

9.4.1 On-call Employees Called Back to Work Outside Regular Workday/Work Period. On-call employees called back to work after the completion of the regular work day or work period will be compensated at the rate of one and one half times (1½x) the regular rate of pay in addition to on-call pay and shift differential, where applicable. Employees called back to work when on call shall receive a minimum of three (3) hours of pay.

9.5 Shift Differential. Employees assigned to the second (evening) shift shall receive shift differential pay of one dollar and ten cents (\$1.10) per hour, and employees assigned to the night

shift shall receive shift differential pay of one dollar and sixty cents (\$1.60) per hour. On July 1, 2009, employees assigned to the second (evening) shift shall receive shift differential pay of one dollar and twenty cents (\$1.20) per hour, and employees assigned to the night shift shall receive shift differential pay of one dollar and seventy cents (\$1.70) per hour.

9.6 Lead Pay. Lead premium shall be paid to all employees assigned lead duties by the Hospital at the rate of one dollar (\$1.00) per hour above the employee's regular rate of pay.

9.7 Work in Advance of Shift. When an employee reports for work in advance of the assigned shift and continues working through the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one half times (1½x) the regular rate of pay.

9.8 Work in a Higher Classification. Any employee who is required to perform the work of a higher classification for four (4) hours or more shall be paid at the new classification wage range at the equal step in the position they currently hold.

9.9 Preceptor. A preceptor is an experienced employee who has completed identified in-service programs or the equivalent, who is proficient in teaching and communications skills, and is assigned by the Employer the responsibility for training other employees and/or students in Employer specified training programs. Inherent in the preceptor role is the responsibility for specific criteria-based and goal-directed education and assessment for a specific time period. It is understood that employees in the ordinary course of their responsibilities are expected to participate in the general orientation process, including providing informational assistance, support and guidance to new employees and that these activities do not constitute a preceptor role.

The Employer is responsible for designating preceptors and determining the length of time for which the preceptor responsibilities are assigned premium pay. Preceptor premium shall be one dollar (\$1.00) per hour effective in the first pay period following ratification of this Agreement.

9.10 Uniforms. The Employer will make scrubs available for employees to purchase at cost.

9.11 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for voluntary educational purposes. Weekend premium pay shall not be included in the employee's regular rate of pay for the purpose of calculating overtime.

9.12 Premium in Lieu of Benefits. In lieu of all fringe benefits provided for in this Agreement, except for shift differential, weekend premium, call-back pay, on call pay and longevity increments, a part-time employee (.5 FTE and above) may elect a fifteen percent (15%) wage differential. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer; provided evidence of insurability has been submitted by the employee to the plan and enrollment is approved by the carrier. Thereafter, no change in fringe benefit compensation shall be granted during the term of this Agreement. All annual leave accrued prior to any change in status must be cashed out at the time of change and all sick leave time will be banked for twelve (12) months from the date of change.

9.13 Tuition Reimbursement. The Employer’s Tuition Reimbursement Plan will be made available to bargaining unit personnel on the same terms as all other employees. Any significant and material changes to the Tuition Reimbursement Plan shall be referred to the Labor-Management Committee for review and comment prior to implementation. Upon request, the Employer will provide (1) the employee with the reason(s) a request has been denied and (2) the Union with an annual summary of requests for tuition reimbursement and the disposition of the same.

ARTICLE 10 – VACATION AND HOLIDAYS

10.1 Accrual. Regularly scheduled full-time and part-time employees shall receive annual vacation benefits based upon hours of compensation in accordance with the following schedule:

<u>Years (Upon completion of 2080 hours)</u>	<u>Working Days</u>	<u>Hours</u>
1-3 years	10	80
4-5 years	18	144
6-7 years	19	152
8-9 years	20	160
10-11 years	21	168
12-17 years	23	184
18 or more years	25	200

Vacation benefits shall begin accruing the first day of employment. Employees shall be eligible to take vacation time after completing 1,040 hours of employment.

10.2 Loss of Vacation Accrual. Vacation accumulated in the course of one year (2080 hours of employment) must be used before completing a subsequent year (2080 hours of employment). An employee will not lose accrued vacation time without receiving prior written notification from the Employer, nor will an employee lose accrued vacation time if the Employer was unable to schedule the time off. If the Employer is unable to schedule the time off, then the vacation time shall be rolled over into the subsequent year.

10.3 Payment on Termination. After completion of one (1) year employment, employees shall be paid upon termination of employment for all earned vacation time; provided, however, this provision shall not apply to employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause. The notice requirement may be waived when advance notification is not possible.

10.4 Pay Rate. Vacation pay shall be the amount the employee would have earned had the employee worked during the period of vacation at the employee’s regular rate of pay.

10.5 Holidays. Full-time employees shall be granted the following eight (8) days off with regular pay:

- | | |
|-----------------|---|
| New Year’s | Labor Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | One Floating Holiday (to be taken according to current Hospital policy) |

In addition, employees will receive a second floating holiday beginning in the calendar year following completion of fourteen (14) years of service. Part-time employees scheduled .5 FTE or more will receive prorated holidays.

10.5.1 Working on Holiday. Employees shall be paid at one and one half times (1 ½x) the rate of pay for all regular hours worked on the holiday, plus up to eight (8) hours (prorated for part-time employees) holiday pay at straight time. Time worked in excess of their regularly scheduled workday shall be paid at the double-time (2x) rate of pay. Employees scheduled to work on a holiday shall have the option to utilize their holiday pay for that day or for a compensatory day off with regular pay within a thirty (30) day period. The compensatory day may be scheduled after the thirty day period with supervisor permission.

10.6 Rotation of Holiday Work. The Hospital will make a good faith effort to rotate holiday work. Calendar dates to be observed as holidays shall be specified by the Hospital at least one (1) month in advance by notices posted in conspicuous locations in the Hospital.

10.7 Vacation Approval. The Employer shall approve or deny an employee's vacation request in writing within fourteen (14) calendar days of receipt of the request. If the vacation request is partially or fully denied, then the Employer, upon request of the employee, shall provide the employee with a reason for the denial in writing. Once vacation is approved for an employee, the employee cannot be bumped from that vacation by another employee on the basis of seniority.

ARTICLE 11 – SICK LEAVE

11.1 Accrual. Full-time and part-time employees shall accumulate sick leave benefits at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 576 hours per employee.

11.2 Compensation. If a full-time or part-time employee is absent from work due to illness or injury, the Hospital shall pay the employee sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the employee's unused sick leave accumulation, whichever is less. An employee shall not be eligible to take sick leave during the appraisal period. When an employee is entitled to benefits or payments under the Industrial Insurance Act or similar legislation, upon request by the employee, the Hospital shall pay the difference between the benefits and payments received under such Act by such employee and the employee's regular sick pay benefits otherwise payable. Sick leave may also be used by an employee to care for an ill child (under age 18).

11.3 Notification. Employees working the first (day) shift shall notify the Hospital at least two (2) hours 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 Hospital at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Hospital each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Abuse of sick leave, as measured by the standard of just cause, shall be grounds for discipline up to and including discharge. Employees are expected to adhere to the Hospital attendance standards.

11.4 Sick Leave Cash Out. During October, employees may convert up to ten (10) days of unused sick leave per year to cash or vacation, provided they maintain twenty (20) days (160 hours) or more in their sick leave accrual account. The compensation to be received is one (1) hour's pay for every two (2) hours converted.

11.5 Leave to Care for Children and Family Members. The Employer will comply with state law in its application of its sick leave benefit program. Currently, that law allows an employee to use sick leave to care for a child under eighteen (18) with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, or to care for children eighteen (18) years and older with disabilities.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Leave Request. All leaves of absence are to be requested from the Hospital 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 Hospital within thirty (30) days. The Employer may require or the employee may elect to use any accrued paid vacation or sick leave time, as applicable, for which the employee is eligible during the leave of absence. A leave of absence begins on the first day of absence from work and will be identified on the status change as the effective date of the leave.

12.2 Medical Leave. After one (1) year of continuous employment, a leave of absence shall be granted upon the request of an employee for a period of up to six (6) months for health reasons upon the recommendation of a physician without loss of benefits accrued to the date such leave commences. Employees returning to work within twelve (12) weeks from a health leave of absence or for maternity leave for the length of time the employee is disabled due to pregnancy or childbirth shall be returned to their prior position on the same shift they were assigned to prior to taking the leave, unless the employee extends their leave in accordance with Section 12.4. Prior to the employee returning from a leave of absence, the Hospital may require a statement from a licensed medical practitioner verifying the period of disability and attesting to the employee's capability to perform the work required of the position.

12.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth or adoption of a child, or placement of a foster child; to care for a spouse or immediate family member (as defined by federal law) with a serious health condition; or when the employee is unable to work due to serious health condition. The Hospital shall maintain the employee's health benefits during the leave and shall reinstate the employee to their former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leave shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Hospital may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employee must give at least thirty (30) days' advance notice to the Hospital of the request for leave.

12.4 Combined Leave. An employee may guarantee their position for a period of up to the period of disability plus twelve (12) weeks by combining their maternity and parental family leave. The total amount of combined maternity and parental family leave cannot exceed the longer of six (6) months or period of disability plus twelve (12) weeks. Vacation and sick leave may be used during the period of the leave to the extent accrued. All paid time must be used on a continuous basis, beginning the first day of absence.

12.5 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the military, shall be granted without pay, without loss of accrued benefits, and shall not be considered part of vacation unless requested by the employee. The Employer agrees to comply with state and federal law with regard to military leave.

12.6 Jury Duty. Regular full-time and part-time employees who are called to serve on jury duty shall be compensated by the Hospital for the difference between their jury duty pay and their regular rate of pay. An employee shall be required to give the Hospital prompt notice of call for jury duty and must provide satisfactory evidence of jury duty and payment received for jury duty. To be eligible for jury duty pay, an employee who reports for jury duty and is excused must immediately report back to the Hospital indicating the remainder of the leave days that the employee is available for work. Employees who are released from jury duty prior to the end of their normally scheduled shift should make themselves available for work, allowing for reasonable travel time, unless excused by their supervisor.

12.7 Return from Leave. Except as provided elsewhere in this Article, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 6.6 (Job Openings). Employees who have not returned to work by the expiration date of the approved leave of absence may be terminated.

12.8 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of paid leave may be granted where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent or stepparent, wife, husband, brother, sister, child, stepchild or grandchild, mother-in-law or father-in-law.

12.9 Witness Duty. When an employee is required to testify on behalf of the Hospital, the employee shall be paid his/her regular rate of pay for such witness duty. If the employee is unable to work all or part of a scheduled shift due to witness duty, the employee will be paid no less than the amount they would have been paid had they worked their full shift. Employees who are released from witness duty prior to the end of their normally scheduled shift should make themselves available for work, allowing for reasonable travel time, unless excused by their supervisor.

12.10 Leave Without Pay. Employees on leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

12.11 Leave With Pay. Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Hospital.

12.12 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 health related conditions other than those set forth in Article 12.3 (family leave) without loss of seniority or accrued benefits, subject to the Employer’s policy on vacation carry over. An employee on child care leave shall be entitled to the first available position within their classification for which she/he is qualified. Such leave shall not exceed six months. No benefits shall accrue during the leave.

12.13 Educational Leave. After one (1) year of continuous employment, up to one (1) year of leave without pay may be granted at Employer discretion for approved educational purposes, provided patient care will not be jeopardized. There shall be no paid educational leave unless agreed in writing between the Employer and employee, with the amount of pay being specified in this written agreement.

12.14 Union Leave. Each year up to two (2) employees may be granted a Union leave for the purpose of participating in Union programs. The leave may be granted for up to four weeks with guaranteed same job back without loss of benefits/seniority accrued to the date such leave commences. The leave may either be unpaid or the employee may use accrued vacation leave.

ARTICLE 13 – MEDICAL AND INSURANCE BENEFITS

13.1 Medical and Dental Insurance. Beginning the first of the month following ninety (90) days of continuous employment, all full-time and all part-time employees regularly scheduled to work twenty (20) or more hours per week (part-time is defined for this purpose as .5 FTE up to .8 FTE) shall be included under and covered by the Hospital’s Uniflex Benefit Plan providing medical, surgical, hospital and dental insurance benefits with the employee’s premiums to be paid by the Hospital to the same extent as other Hospital employees covered by the plan, except as otherwise provided herein.

The following employee medical premium shares shall be in effect as of January 1, 2008:

	Employee Only		Employee, spouse, and dependents	
	Full time employees (.8 FTE and above)	Part-time employees (.5 FTE up to .8 FTE)	Full time employees (.8 FTE and above)	Part-time employees (.5 FTE up to .8 FTE)
UHS 200 and 400	3%	5%	20%	25%
AETNA	2%	4%	20%	25%

The following employee premium shares shall be in effect as of January 1, 2009:

	Employee Only		Employee, spouse, and dependents	
	Full time employees (.8 FTE and above)	Part-time employees (.5 up to .8 FTE)	Full time employees (.8 FTE and above)	Part-time employees (.5 up to .8 FTE)
UHS 200 and 400	3%	5%	20%	25%
AETNA	0%	4%	20%	25%

Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. In the event the Hospital modifies its current plan or provides an alternative plan(s), the Hospital will discuss the proposed plan changes with the Union prior to implementation.

13.2 Health Tests. All employees shall receive a tuberculin skin test or chest X-ray as required by the Washington State Department of Health. Upon written request by a physician, a routine blood examination and urinalysis will be provided at no cost to the employee once each year.

13.3 Other Insurance. The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.4 Retirement Plan. The Hospital will provide a retirement plan for all eligible employees. The Hospital contribution will be fifty percent (50%) of the first six percent (6%) of the employee's contribution up to a maximum contribution by the Hospital of three percent (3%). In the event the Employer agrees in a collective bargaining agreement to increase the match provided under the pension program to a contribution level greater than that contained in this Agreement, the higher contribution level shall be offered to the Union as well.

ARTICLE 14 – NO STRIKE-NO LOCKOUT

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever, against the Hospital. In the event of any strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to the employee, shall be subject to immediate dismissal or such lesser discipline as the Hospital shall determine. The Hospital shall not cause or engage in any lockout of bargaining unit employees during the term of this Agreement.

ARTICLE 15 – GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written

consent of the parties hereto. The Union and the Hospital agree that it is important to seek resolution of alleged violations of this Agreement with the employee's immediate supervisor.

Step I: **Employee and Immediate Supervisor**

Employees and Supervisors are strongly encouraged to attempt resolution of potential grievances informally whenever possible. When such resolution is not achieved, the employee (with the assistance of the Union steward, if requested) shall more formally attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than fourteen (14) calendar days from the date the employee was or should have been aware that a grievance existed. The immediate supervisor shall be given seven (7) calendar days to resolve the problem.

Step II: **Employee, Union Delegate and Department Manager**

If the matter is not resolved to the employee's satisfaction at Step I, the employee or the Union Delegate or the Union Representative shall reduce the grievance to writing and shall present same to the Department Manager, with a copy to the Director of Human Resources within seven (7) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. A conference between the employee (and the Union Delegate or Union Representative, if requested by the employee) and the Department Manager (or designee) shall be held. The Department Manager (or designee) shall issue a written reply within seven (7) calendar days following receipt of the grievance or following the grievance meeting, whichever occurs later. If no response is issued within fourteen (14) days of submittal to Step II, the Union may move the grievance to Step III.

Step III: **Chief Executive Officer and Employee/Representative**

If the matter is not resolved at Step II to the employee's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (and/or designated representative) by the employee (and Union representative) who shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Chief Executive Officer or his/her designee shall give a written response within fourteen (14) calendar days following the meeting.

Step IV: **Arbitration**

If the grievance is not settled on the basis of the foregoing procedures and if the grievant and the Union have complied with the specific procedures, requirements and limitations specified in Steps I, II, III and IV specified herein, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the written response of the Chief Executive Officer. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union

fail to agree on an arbitrator, a list of eleven (11) arbitrators from Washington or Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provision of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Hospital, so long as the Hospital's judgment is exercised in good faith and objectively made. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses including legal fees and other costs associated with the presentation of a party's case shall be borne by the party incurring them, and neither party shall be responsible for any other costs incurred or the expenses of the witnesses called by the other party. Any arbitrator accepting assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

The grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void, and shall not be subject to this grievance procedure.

ARTICLES 16 – GENERAL PROVISIONS

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

16.2 Past Practices. Unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital.

16.3 Right to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically 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 or

signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

16.4 Successors. The Hospital will provide notice to the Union of a pending sale of the Hospital to any other entity. The Hospital will bargain with the Union concerning the effects of the sale on bargaining unit employees

16.5 Subcontracting. The Employer will give the Union sixty (60) days advance written notice prior to subcontracting bargaining unit work that will result in the layoff of bargaining unit members. Upon request of the Union, the parties will meet within that time in order to consider the impact of the decision on Union members.

ARTICLE 17 – SUBSTANCE ABUSE

The Hospital, the employees, and the Union have a joint interest in work place safety and in job performance. The Hospital recognizes that drug and alcohol abuse are treatable illnesses. The Hospital will establish a work place policy offering education, treatment, and support for an employee's efforts to seek rehabilitation.

The Hospital and the Union recognize that alcohol and chemical-dependence are chronic and treatable conditions. Employees needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek rehabilitation referral through employee health service and to use their health insurance as appropriate. Employees voluntarily requesting assistance prior to detection will not be subject to disciplinary action and will be given a medical leave of absence and other assistance by the Hospital.

The Hospital acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Hospital to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Hospital and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with all of the Hospital's policies and procedures.

The parties hereby adopt the Hospital's policy on substance abuse.

ARTICLE 18 – TERM OF AGREEMENT

This Agreement shall be effective on September 29, 2007 and shall continue in full force and to and including the 30th day of June 2010 , and shall continue in effect from year to year thereafter unless terminated by written notice by either party ninety (90) days prior to June 30, 2010, or to any subsequent anniversary date thereafter.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, 2007.

AUBURN REGIONAL
MEDICAL CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION 1199NW

Leonard Freehof, CEO/Managing Director

Diane Sosne, President

John Donaghy, Political Director

Jason Klumb, Lead Organizer

Rosemarie Clemente, Organizer

Joel LeBon, Dietary

Angie Holst, Central Supply

Kathy Claypool, Medical Records

Monica Lauer, Geropsych

Jeanette Davis, PCU

Maria Cervantes, EVS

Leigh Ann Bauman, ER Admitting

MEMORANDUM OF UNDERSTANDING REGARDING NEGOTIATIONS

The Employer and Union agree that SEIU-represented employees shall be allowed to donate accrued vacation hours to members of the SEIU 1199NW bargaining team during negotiations.

Employees participating in union negotiations will be eligible to receive donated annual leave from other employees. The donations must be a minimum of two (2) hours, which will be on a dollar-for-dollar transfer basis. Employees donating vacation time shall use the hospital's form, Vacation Time Transfer to Another Employee. SEIU 1199NW Bargaining Team members receiving vacation donation hours will be paid at their straight-time regular rate of pay, up to but not exceeding the number of paid hours missed due to negotiations. Following each bargaining session, the Union shall submit to the Employer a list of Bargaining Team members and the number of hours they are to be paid.

AUBURN REGIONAL
MEDICAL CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION 1199NW

Leonard Freehof, CEO/Managing Director

Diane Sosne, President

Date: _____

Date: _____

**SIDE LETTER OF NEUTRALITY
AGREEMENT CONCERNING UNION MEMBERSHIP**

During the term of the 2007-2010 collective bargaining agreement, Auburn Regional Medical Center (“ARMC”) and the Service Employees International Union, District 1199NW hereby agree that ARMC will neither encourage nor discourage new and current employees concerning union membership. New employees will be provided a copy of the collective bargaining agreement, and will be told by the Employer that they can find out their rights and obligations by reviewing Article 3 of the Agreement.

If an employee has questions about this Article, the Employer will refer them to the contract and to a Union delegate or representative. The Employer will not provide resources to employees in meeting their responsibilities under Article 3 beyond providing them with the Union contract (which will contain the Union’s address and phone contact information), and the Union dues deduction/union membership cards provided by the Union.

Dated this _____ day of _____, 200_

AUBURN REGIONAL
MEDICAL CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION 1199NW

Leonard Freehof, CEO/Managing Director

Diane Sosne, President

Date: _____

Date: _____

