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Collective Bargaining Agreement
by and between
SEIU Healthcare 1199NW
Licensed Practical Nurse Unit
and
Skagit Valley Hospital
Mt. Vernon, Washington

THIS AGREEMENT is made and entered into by and between PUBLIC HOSPITAL DISTRICT NO. 1 OF SKAGIT COUNTY, a Washington municipal corporation, OF SKAGIT COUNTY, a Washington municipal corporation, d/b/a SKAGIT VALLEY HOSPITAL, a Washington general partnership (hereinafter referred to as the "Employer"), and the SERVICE EMPLOYEES INTERNATIONAL UNION, Healthcare 1199NW, (hereinafter referred to as the "Union").

Preamble

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

Article 1 -- Recognition

1.1 **Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and per diem licensed practical nurses at Employer's hospital employed by the Employer as Licensed Practical Nurses pursuant to the Employer's Licensed Practical Nurse position description, excluding supervisors, temporary employees (such as registry) and all other employees.

Article 2 -- Union Membership

2.1 **Union Membership.** All nurses covered by this Agreement shall, within thirty (30) calendar days after this Agreement is signed by all parties or within sixty (60) calendar days after employment, whichever occurs last, become and/or remain a member of the Union or begin paying and continue to pay an agency fee equivalent to monthly Union dues for the term of this Agreement. Newly hired nurses shall be made aware of this provision at the time of orientation. For purposes of this Agreement any membership requirement can be satisfied by the timely payment of monthly Union dues or an equivalent agency fee. Failure to comply with the membership provisions provided herein shall, upon the written request of the Union, result in the immediate discharge of the nurse. The Union shall notify the Hospital in writing of the failure of any nurse to remain a member in good standing or pay agency fees (or provide proof of payment to a

charitable organization if Section 2.2 applies) in violation of this Article. No request for termination shall be made by the Union until at least twenty-one (21) days after the sending of the notice.

2.2 Religious Exemption. Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a union shall contribute monthly an amount equivalent to the regular agency fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees claiming this exemption must provide the Union with monthly documentation of payments made to the agreed upon charitable organization or be considered in violation of the Membership provisions herein.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues or agency fees from the pay of those nurses covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. . Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues or agency fees hereby undertake 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 nurse.

2.4 Healthcare Leadership Fund (Voluntary Political Action Fund Deduction). The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. 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 a 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 deductions made from the wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check-off in the parties Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties Collective

Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check-off.

Article 3 -- Management Rights

3.1 Management Rights. The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right to establish schedules or service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital.

Article 4 -- Nondiscrimination

4.1 Nondiscrimination. The Employer and Union agree that all appropriate requirements concerning equal employment opportunity, affirmative action and all other anti-discrimination laws and regulations shall be adhered to.

4.2 Americans With Disabilities Act. The parties to this Agreement recognize that the Americans with Disabilities Act ("ADA") imposes certain requirements on employers and unions with regard to the reasonable accommodation of employees and applicants. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any reasonable accommodation, and upon request, the Employer shall meet with the Union to work together to reach resolution that meets the needs of the Employer and of the Union. The Employer retains the right to make the final decision.

Article 5 -- Union Representation

5.1 Access to Premises. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the hospital operated by the Employer for the purpose of transacting Union business and observing conditions under which nurses

covered by this Agreement are employed; provided, however, that the Union's representative shall upon arrival at the hospital notify the Administrator or designee of the intent to transact Union business. The Union representative shall advise the Administrator as to which department or areas he or she wishes to visit, and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate non-work, non-patient location subject to general rules applicable to non-employees, and shall not interfere with the work of nurses or other employees, or patients or visitors.

5.2 Officers/Delegates. The Union shall have the right to select officers and delegates from among the LPNs in the bargaining unit. The Union shall notify the Employer in writing of the names of the officers and delegates at the time of appointment or any changes. The officers and delegates may investigate circumstances of grievances under this Agreement within the hospitals during release time without pay and may contact other nurses briefly during their on-duty hours pursuant to the investigation. In all cases, the officers and delegates and LPNs involved must request time away duties from the appropriate supervisor. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may use one (1) day (eight [8] hours) per calendar year of paid their paid Education Time leave time to attend Union sponsored training in leadership, representation and dispute resolution. Such leave shall be part of the employees Education Time, under Article 13.7.

5.3 New Hires and Terminations. The Employer shall notify the Union on a monthly basis of any employees who have been hired in the previous month. This notification shall include in the case of new hires the employee's name, address, rate of pay and FTE status. In the case of terminations the notification shall include the employee's name and date of termination. No notification is necessary during the months in which no employees have been hired or terminated.

5.4 Bulletin Board. A bulletin board in a prominent location at the hospital shall be designated by the Employer for the use of the local unit. Such bulletin board shall be adjacent to the WSNA bulletin board and designated exclusively for SEIU/LPN use.

5.5 Distribution and Introduction of Agreement. The Employer shall distribute a copy of this Agreement and the Union membership application and payroll deduction form to all newly hired nurses at the time of hire. The cost of printing and providing to the Employer such Agreement and forms shall be borne by the Union. During the orientation of new nurses, the Employer shall provide an officer, delegate or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses.

5.6 Meeting Rooms. The Union shall be permitted to use conference rooms of the Employer for meetings of the local unit, so long as a conference room is available.

Article 6 -- Definitions

6.1 **Full-Time Nurses.** Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

6.2 **Part-Time Nurses.** Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period. Part-time nurses who feel that they are not properly classified or are not receiving appropriately prorated benefits shall have the right to require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure.

6.3 **Per Diem Nurses.** Nurses who are not regularly scheduled or who are called to work when needed. Per diem nurses shall include nurses scheduled on a "call in" basis. Per diem nurses do not include temporary service staff such as registry personnel. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A of this Agreement plus a fifteen percent (15%) differential. Per diem nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, and shift differentials. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in the Agreement. A full- or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full- or part-time status, previously accrued seniority or fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes.

6.4 **Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a health care employee enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. Only nurses with an FTE of .5 or above will be eligible to serve as preceptors. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new health care employees. This would include the providing of informational assistance, support and guidance to new health care employees.

Article 7 -- Probation and Termination

7.1 **Probation.** The first ninety (90) calendar days (or 520 paid hours, whichever is greater) of most recent continuous employment with the Employer as a Licensed Practical Nurse shall be considered a probationary period.

7.1.1 Probation Extension. If the Employer is considering discharging a probationary employee, or believes that additional time is necessary to fully evaluate a probationary employee, it may at its discretion elect to extend the employee's probation period up to an additional forty-five (45) calendar days (or 260 paid hours, whichever is greater), by the mutual written agreement of the Employer and the nurse involved.

7.2 Notice of Termination. A nurse shall attain a regular nurse status upon successful completion of the probationary period. Regular nurses shall give not less than fourteen (14) calendar days' prior written notice of intended resignation. Unless discharged for cause, regular nurses shall receive at least fourteen (14) calendar days' prior written notice of termination or pay for the scheduled days within the fourteen (14) day period in lieu thereof.

7.3 Discharge and Discipline. Regular nurses shall not be discharged or disciplined without just cause. Regular nurses discharged or disciplined for cause shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to the discharge may be bypassed in appropriate cases. The nurse will be given a copy of all written warnings. The nurse may request the attendance of a union officer or delegate or designee at formal disciplinary meetings.

7.3.1 Pre-termination Proceedings. Prior to implementation of a discharge decision, a regular nurse shall receive written notice of the pending discharge, be given its basic reason(s) and be allowed an opportunity to respond to the notice, if so desired. For such a response meeting the employee may request union representation, which shall be the local unit co-chair.

Article 8 -- Hours of Work and Overtime

8.1 Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, plus an unpaid meal period of one-half (½) hour.

8.2 Innovative Work Schedule. Innovative work schedules may be established by the Employer as it deems necessary for the hospital's operations. No employee will be required to work an innovative work schedule without mutual agreement between the Employer and employee(s) involved. Education days, extended illness benefits, and paid time off will be paid (not earned or accrued) in either eight (8) hour increments or in increments equal to the nurse's innovative work shift at the nurse's option to be exercised by the nurse no more frequently than once per calendar year.

8.3 Definition of 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 (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day and in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Nurses shall also receive a premium pay rate of time and one-half their regular rate of pay for time worked in excess of their scheduled shift of at least eight (8) hours, regardless of their overtime schedule. All overtime must be properly authorized by the Employer.

8.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's straight time hourly rate of pay. For purposes of computing overtime, the nurse's straight time hourly rate of pay shall include shift differential only if the nurse is scheduled to work the second (evening) or third (night) shifts. All time worked in excess of twelve (12) consecutive hours shall be paid for at double the employee's straight time hourly rate of pay unless otherwise agreed pursuant to an innovative work schedule arrangement. Overtime shall be computed to the nearest one-quarter (¼) hour.

8.5 Prohibition of Mandatory Overtime. The Hospital shall comply with any State and Federal laws regarding the prohibition of mandatory overtime.

8.6 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime or other premium pay.

8.7 Callback. A nurse called to work from scheduled standby status, excluding low census standby, shall be paid at one and one-half (1½) times the nurse's regular rate of pay for all hours worked with a minimum of two (2) hours.

8.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour during the normal workday, and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

8.9 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. In the event an employee is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's straight time hourly rate of pay, unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

8.10 Work on Day Off. All full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day.

8.11 Rest Between Shifts. Unless performing stand-by duty, each nurse shall have an unbroken rest period of at least twelve (12) hours between shifts unless otherwise mutually agreeable to the Employer and the nurse. Any time worked without twelve (12) hours rest, excluding overtime, shall be paid for at the overtime rate.

8.12 Work Schedules. Work schedules and days off shall be posted prior to the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time.

8.13 Low Census. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the straight time rate. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low census day off. Procedures for insuring effective contact and communication between nurses and the hospitals shall be referred to the Labor Management Committee. Where skill, ability, experience, competence and qualifications are not overriding factors as determined by the Employer, low census days will be rotated equitably among all nurses, registry nurses first, then nurses receiving time and one-half or double time overtime/premium, then volunteers, per diem staff and part time staff working an extra shift. Nurses will also be offered the option to float to areas where they are needed, qualified and recently oriented as determined by the Employer on the basis of the nurse having completed a written technical skills checklist for the area, or to be oriented to a new area, or to take an indirect patient care assignment. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period (January 1, through June 30 and July 1, through December 31). Generally low census is house wide, meaning there is only one 48 hour cap. Except that there shall be no such limit for nurses in a unit that has been mutually agreed by the Union and the Employer to be identified as a "closed" unit. Low Census hours will be tracked by the Employer. The nurse may request of their manager or nursing office staff to determine accumulated hours and the nurse's place in rotation in relation to other core LPN staff on their unit. Regular full-time and part-time nurses will be given priority over per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence and qualifications are not overriding factors as determined by the Employer.

8.14 Shift Rotation. Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

8.15 Consecutive Work Days. Upon request by the nurse, the Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

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

8.17 Floating. Nurses may be floated to units at a location where the nurse is not usually scheduled to work whenever the Employer determines staffing needs require such reassignments. Volunteers will be sought first among those nurses oriented to the other hospital units which need additional staff. If there are not sufficient volunteers, floating will be assigned on the basis of seniority with the least senior oriented nurse being floated first.

Article 9 -- Compensation

9.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix A attached hereto and made a part of this Agreement.

Effective on the first full payroll following the stated dates, the following increases shall be implemented:

January 1, 2008 – 5.0%

January, 2009 - 3.5%

January, 2010 - 3.5%

9.2 Salary and Benefit Computation. For purposes of computing service increments and accrual of fringe benefits (except as otherwise provided herein), one (1) year of employment shall include at least twelve (12) calendar months and shall be computed on the basis of 2080 paid hours per year (173.33 per month), including both full-time and part-time hours, but excluding standby hours. For purposes of computing longevity (wage) increments and paid time off progression steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wage and benefits not to exceed 2080 hours within any twelve month period. Regular full-time and part-time nurses who are asked not to report to work as scheduled because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of 2080 paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

9.3 Recognition of Previous Experience. Nurses first employed during the term of this Agreement shall be compensation at a salary level in accordance with the following plan:

9.3.1 Nurses with two (2) or more years continuous recent experience in nursing shall be employed at not less than the first increment level.

9.3.2 Nurses with four (4) or more years continuous recent experience in nursing shall be employed at not less than the second increment level.

9.3.3 Nurses with six (6) or more years continuous recent experience in nursing shall be employed at not less than the third increment level.

9.3.4 Nurses with eight (8) or more years continuous recent experience in nursing shall be employed at not less than the fourth increment level.

9.3.5 For purposes of the section, continuous recent experience shall be defined as relevant clinical nursing experience as determined acceptable by the Employer in an accredited hospital, skilled nursing or home health facility without a break of more than one (1) year in nursing experience which would reduce the level of nursing skills.

9.3.6 Experience Adjustment/Recognition for Past Experience. An experience adjustment will be credited to all current nurses currently employed for purposes of alignment in their respective wage scale. The experience adjustment will be determined via an Employer audit as described below.

- a) An audit will be conducted to determine from the employee's original employment application and/or resume and related materials for verification of years of prior nursing experience to determine credit experience.
- b) Credit will be applied as described in 9.3.1 through 9.3.4.
- c) The Employer will use the following formula to evaluate additional recognition for past experience:
Totals years of credited experience
Minus years of experience credited at date of hire
= Number of unrecognized years of experience.
- d) Effective 1/01/08, each nurse eligible for additional "experience adjustment" shall be credited and shall be placed at the appropriate step on the wage scale.

9.3.7 Dispute Resolution Process. If the nurse has a dispute with the results of the “experience adjustment”, the nurse may challenge the Employer’s decision through the grievance procedure contained in Article 19. All challenges will be consolidated into one grievance. In order to be timely, a grievance must be filed within 60 days of the ratification of this agreement. The grievance will be handled as a group grievance.

9.4 Standby Pay. Nurses placed on stand-by status off hospital premises shall be compensated at the rate of Three Dollars (\$3.00) per hour of stand-by duty. Provided however, if there is an increase in the stand-by premium during the life of this Agreement, the nurses shall receive such an increase. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. The Employer shall continue its past practices with respect to the availability of paging devices.

9.5 Shift Differential. Nurses assigned to the second (evening) shift shall be paid a shift differential or premium of Two Dollars (\$2.00) per hour over the regular hourly rate. Nurses assigned to the third (night) shift shall be paid a shift differential or premium of Three Dollars (\$3.00) per hour over the regular hourly rate. Provided however, if there is an increase in the shift differential premiums during the life of this Agreement, the nurses shall receive such an increase.

9.6 Preceptor Pay. Nurses who are assigned as a Preceptor shall receive \$1.00 per hour over the nurse’s regular rate of pay for all time spent working as a Preceptor.

Article 10 -- Annual Leave

10.1 Accrual. Full-time and part-time nurses shall receive annual leave benefits based upon hours of work, depending on years of service, in accordance with the following schedule:

Years of Service Accrual	Leave Hours	Accrual Rate	Maximum
1 - 3 years	152 hours	.07308/hr.	304 hours
4 - 5 years	192 hours	.09231/hr.	384 hours
6 - 7 years	200 hours	.09615/hr.	400 hours
8 - 9 years	208 hours	.10000/hr.	416 hours
10 - 14 years	232 hours	.11154/hr.	464 hours
15 + years	256 hours	.12308/hr.	512 hours

10.2 Scheduling. Nurses shall present written requests for annual leave as far in advance as is possible but not less than two (2) weeks before the work schedule is posted. Nurses will be notified in writing within one (1) week after the request is submitted whether the annual leave is approved. In the case of conflicting requests by nurses for annual leave or limitations imposed by the Employer on annual leave requests, length of service shall prevail in assigning annual leave provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. Annual leave requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Nurses requesting annual leave at least ninety (90) days in advance will be notified in writing at least sixty (60) days in advance of the requested annual leave whether this request is approved. Approved annual leave shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after annual leave. Nurses shall not be required to find their own replacements for any annual leave requests.

10.3 Pay. Annual leave pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's regular rate of pay.

10.4 Payment Upon Termination. After completion of one (1) year's employment, nurses shall be paid upon termination of employment for any annual leave credits earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation.

10.5 Work on Holidays. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Designated holidays begin at 10:45 p.m. on the eve of the holiday and end at 11:15 p.m. the evening of the holiday.

10.6 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses.

10.7 Designation of Holidays. The Labor Management Committee shall be responsible for determining when holidays shall be observed on evening and night shifts. Such determination shall be made on a hospital-wide basis and for the duration of this Agreement.

Article 11 -- Sick Pay

11.1 Accumulation. Upon completion of the probationary period, nurses shall accumulate paid sick leave benefits at the rate of .0462 hours of sick leave on each hour worked, including low census and overtime hours, up to a maximum accrual of 3.7 hours/pay period (96 hours/year). Sick leave hours may be accumulated up to a maximum accumulation of 720 hours. Sick leave accrued beyond 720 hours shall be converted to cash on an annual basis at the rate of thirty percent (30%) of the excess accrued.

11.2 Notification. Any payment for time off due to sickness shall be subject to notification of absence which shall be given to the Employer as soon as possible on the first day of absence.

11.3 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness, injury or disability, which permits the Employer to require a healthcare provider's statement in cases of suspected abuse or fitness for duty matters.

11.4 Use of Sick Leave. Paid sick leave benefits shall be paid at the nurse's regular rate of pay for an illness or injury which has actually incapacitated the nurse and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth, but excluding child care and breast feeding. Sick leave may be used for illness or injury of a dependent child. . Sick leave may also be used for illness or injury of a nurse's dependent child requiring treatment or supervision, or for the serious or emergent health condition of a nurse's spouse, parent, parent-in-law, or grandparent as provided by applicable state or federal law

11.5 Excessive Absenteeism. Nurses will not be disciplined or downgraded on their evaluations for legitimate use of accrued sick leave. In cases of excessive absenteeism, the Employer may take appropriate action, e.g., counseling, referral, leave status and/or discipline.

11.6 Worker's Compensation. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular Sick Leave benefits otherwise payable.

Article 12 -- Seniority Layoff and Recall, Mandatory Reduction in Status and Mandatory Shift Changes

12.1 Layoff and Recall. Where skill, ability, experience, competence and qualifications are not overriding factors as determined by the Employer, length of service shall be controlling in reduction of force, re-employment, mandatory reduction in status and mandatory shift changes. Length of service shall be calculated as continuous length of service in job classifications within the nursing department from most recent date of hire. In exercising its judgment, the Employer may take into consideration all of the various services provided to hospital patients. In the event of a layoff, mandatory reduction in status or mandatory shift change, the Employer shall notify any nurses involved (twenty one) 21 days prior to the impending action. Upon layoff, mandatory reduction in status or mandatory shift change, the names of affected nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. A nurse shall be removed from the roster upon accepting regular employment

with another hospital, upon re-employment, upon refusal to accept regular work offered by the Employer or at the end of the twelve (12) month period. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff, status change or shift change, providing skill, ability, experience, competence and qualifications are not overriding factors as determined by the Employer. Subject to the above qualifications, nurses on the reinstatement roster shall be offered reinstatement prior to any nurses being newly hired. Upon reinstatement from such roster, the nurse shall have all previously accrued benefits and seniority restored, subject to benefit plan eligibility requirements.

12.2 Service Breaks. Service shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of reduction in force. When service is broken, the nurse shall, on re-employment, be considered a new employee.

Article 13 -- Leaves of Absence

13.1 General. All leaves 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. A written reply to grant or deny the request and stating the conditions of the leave of absence, including the conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days. An employee who fails to return at the end of a leave of absence shall be considered to have resigned and in some cases may be required to reimburse the Employer for its contributions to the group medical/dental plan which may have been made during the leave. An employee on a leave of absence will not continue to accrue seniority or benefits during that leave, but there shall be no loss of previously accrued seniority or benefits if the employee returns to work at the end of the leave. Leaves to which an employee is entitled under state or federal laws, like the Family Medical Leave Act (FMLA) will be administered in accordance with such laws and their interpretive regulations.

13.2 Health Leave. Upon completion of the probationary period, a leave of absence may be granted without pay to a nurse with a serious health condition (including pregnancy or childbirth), upon the certification of a healthcare provider, for a period of six (6) calendar months, without loss of seniority or benefits which had been accrued prior to the date such leave commences. Eligible nurses (e.g., those nurses who have worked at least twelve (12) calendar months and 1,250 hours) who take a Health Leave will be using their FMLA entitlement. A nurse must use accrued Sick Leave and Annual Leave before taking unpaid leave. The Employer may require second or third opinions from a health care provider certifying the need for the Health Leave provided the Employer pays for such examinations. The Employer may require re-certifications concerning the continuing need for the leave during the leave. If the nurse's absence from work for health reasons does not exceed twelve (12) work weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status provided the employee's position was not otherwise eliminated in a layoff. If it would be an undue

hardship to continue to hold the nurse's same position beyond twelve (12) work weeks, thereafter, for the duration of the leave not to exceed six (6) calendar months, upon requesting return to work when there has not been a layoff, the nurse shall be offered the first available opening for which the nurse is qualified. When there has been a layoff, reinstatement will be according to the recall provisions of this Agreement. Prior to the nurse returning from a Health Leave, the Employer may require a statement from a healthcare provider certifying the nurse's capability to perform the essential functions required of the position. Provided the FMLA eligible nurse has not already exhausted her/his FMLA entitlement, then for that period of a Health Leave which counts towards an eligible nurse's FMLA entitlement, the Employer and the nurse shall continue their respective contributions towards the group medical/dental plan. Nurses who exhaust their FMLA entitlement before or during a Health Leave may self-pay the entire medical/dental plan premium under COBRA in order to continue such group insurance coverage during a Health Leave.

13.3 Parental Leave. After completion of the probationary period, a leave of absence may be granted for the purpose of a nurse caring for a newborn, a newly adopted or a newly placed foster child, for a period of up to six (6) months without loss of benefits accrued prior to the date such leave commences. Eligible nurses (e.g., those who have worked at least 12 months and 1250 hours) who take a parental leave will be using their FMLA entitlement. If accrued Annual Leave is available, the Annual Leave must be used and counted as part of the Parental Leave. If Annual Leave is not available, the entire Parental Leave will be unpaid. Parental Leave shall be in addition to any Health Leave due to pregnancy-related disabilities. If both parents are employed by the Employer, the parents must split the twelve- (12) work week FMLA entitlement between themselves. Parental Leave shall be completed within twelve (12) calendar months after the birth or placement for foster care or adoption. Provided the nurse has not already exhausted her/his FMLA entitlement, then for that period of a Parental Leave which counts toward the nurse's FMLA entitlement, the Employer and the nurse shall continue their respective contributions towards the group medical/dental plan. Nurses who exhaust their FMLA entitlement before or during a Parental Leave may self-pay the entire medical/dental plan premium under COBRA in order to continue such group insurance coverage during a Parental Leave. Nurses on Parental Leave shall be returned to their same or an equivalent job of like pay if they return at the conclusion of twelve (12) work weeks provided the employee's position was not otherwise eliminated in a layoff. Thereafter, for the duration of any Parental Leave exceeding twelve (12) work weeks, upon requesting to return to work when there has not been a layoff, the nurse shall be offered the first available opening for which the nurse is qualified. When there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

13.4 Family Leave. After completion of twelve (12) calendar months of employment and working 1,250 hours, a full- or part-time nurse will be granted unpaid leave for a period of up to twelve (12) work weeks for the purpose of caring for a child, spouse or parent with a serious medical condition. Eligible nurses who take a Family Leave will be utilizing their FMLA entitlement. A nurse must use accrued Sick then Annual Leave for

Family Leave due to a minor child's serious health condition. A nurse must use accrued Annual Leave for all other types of Family Leaves, except as provided in Article 11.4.1. If Annual Leave (and, when applicable, Sick Leave) is exhausted, the Family Leave is unpaid. The Employer may require that the nurse submit a completed health care provider certification documenting the need for a Family Leave. Second and third opinions may be required at the Employer's expense. Re-certifications may also be required during the leave if the Employer needs verification of the continuing need for a Family Leave. Provided the nurse has not already exhausted her/his FMLA entitlement, the Employer and nurse shall continue their respective contributions towards the group medical and dental plan during the Family Leave. Nurses who exhaust their FMLA entitlement before or during a Family Leave may self-pay the entire medical/dental plan premium under COBRA in order to continue such coverage during a Family Leave. Nurses returning from a Family Leave shall be returned to their same job or an equivalent job of like pay if they return before or at the conclusion of their FMLA entitlement provided the nurse's position was not otherwise eliminated in a layoff. When there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

13.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of earned paid time off.

13.6 Study Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits, providing such leave does not jeopardize the Employer's services.

13.7 Education Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs; provided the number of nurses wishing to attend does not jeopardize the hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. Employees will, however, be eligible to use up to eight (8) hours paid leave for Union Delegate training, as agreed to in Article 5.2.

13.8 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal straight time pay.

13.9 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request, provided such leave does not jeopardize hospital service.

13.10 Bereavement Leave. Up to seven (7) calendar days shall be allowed for death in the immediate family of the nurse. Any days scheduled to be worked during the time taken off for bereavement will be paid at the regular rate of pay. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister.

Article 14 -- Employment Practices

14.1 Personnel Files. Nurses shall have access to their own personnel file in the presence of an Employer representative. After the completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and former nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. If a nurse believes that any material placed in his/her personnel file is incorrect or a misrepresentation of 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. An employee is not entitled to see material relating to investigation of a possible criminal offense or information or records compiled in preparation for an impending lawsuit, which would not otherwise be available under rules of pretrial discovery for causes in superior court.

14.2 Job Posting. Except for emergencies, notices of nurse positions to be filled shall be posted on a previously designated bulletin board at least five (5) days in advance of regularly filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses who timely apply shall be given first consideration on the basis of length of service; providing that in the opinion of the Employer the skill, ability, experience, competence and qualification of applications and replacements are not overriding factors. The Employer shall make every reasonable effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse.

14.3 Meetings and In Services. Nurses shall be compensated at the appropriate rate for all time spent at meetings or in services required by the Employer and at Nurse Practice/Patient Care Committee meetings.

14.4 Employee Facilities. The Employer shall provide restrooms and adequate facilities for meal breaks and lockers shall be made available if they are currently being provided.

14.5 Travel. When a nurse covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off hospital premises, the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall

apply. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing.

14.6 Mileage. When a nurse covered by this Agreement is required by the Employer to use the nurse's personal vehicle to perform patient care services, the nurse shall be considered in the employ of the Employer, all provisions of this Agreement shall apply, and the nurse shall be reimbursed for mileage at the rate established by the Internal Revenue Service.

14.7 Personnel Action Forms. Written personnel forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one copy of the form.

14.8 Orientation. Nurses will be required to work only in those areas within the hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. It is understood that emergency situations may arise calling for extraordinary patient care service.

14.9 Payroll Records. Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, sick leave accrued and annual leave accrued. When the Hospital's automated time and attendance system is fully implemented in a given department/unit, a nurses' time worked will be recorded electronically based upon the times nurses 'clock in' and 'clock out'.

14.10 Performance Evaluations. A written performance evaluation shall be conducted at the end of the probationary period and annually thereafter. Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation and such objection shall be retained by the Employer with the evaluation.

Article 15 -- Medical Benefits

15.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer's group medical and dental insurance program. The Employer shall provide a specific amount of Benefit Dollars to each eligible nurse to be applied by the nurse toward health and dental insurance. The Employer will provide not less than the minimum dollars required to pay the full premium costs of the lowest cost dental and

health plans which is sponsored, for each nurse regularly scheduled to work twenty-four (24) hours a week or more (.6 FTE status or more). As for other eligible part-time nurses, the Employer shall pay one-half (½) the full-time employee rate and the nurse shall pay the other one-half (½) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs. All dependent coverage costs must be borne by the employee. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Union prior to implementation. If no agreement can be reached, and the Employer implements unilaterally, the provisions of Article 18 shall not apply for a period of thirty (30) days after impasse. Changes in plan design imposed by the Health Care Authority to the plans offered by the Public Employee's Benefits Board (PEBB) shall not trigger a duty to bargain.

15.2 Tuberculosis Tests. At the time of employment, the Employer shall arrange for nurses to take a tuberculin skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, and thereafter as may be required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's hospital unless they can be performed elsewhere at no cost to the Employer.

15.3 Health Tests. Nurses shall be entitled to routine blood examinations and urinalysis performed annually at the Employer's hospital without cost.

Article 16 -- Retirement Plan

16.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement program. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Union prior to implementation. If no agreement can be reached and the Employer implements unilaterally, the provisions of Article 18 shall not apply for a period of thirty (30) days after impasse.

Article 17 -- Communications

17.1 Labor Management Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish an LPN Labor Management Committee to assist with personnel and other mutual problems. The purpose of the LPN Labor Management Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and should meet at least quarterly and shall consist of three (3) representatives of management and three (3) representatives of the nurses covered by this Agreement. Members of the Committee shall be employees of the Employer along with a Representative of the Union.

17.2 Nurse Practice Patient Care Committee. A Nurse Practice Patient Care Committee shall be instituted and maintained in the Employer's hospital and meet at least once quarterly. This Committee shall include, in addition to members appointed by the Employer and the WSNA, at least one (1) LPN selected by the nurses covered by this Agreement. The purpose of this Committee is to discuss and improve nursing practices in the hospital. The Committee shall develop specific objectives and operating procedures subject to review by hospital administration. This Committee shall be advisory. Time spent in the Nurse Practice Patient Care Committee shall be paid time.

Article 18 -- No Strike - No Lockout

18.1 No Strike - No Lockout. The parties of this Agreement realize that hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives 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, including any refusal to cross any other labor organization's picket line.

Article 19 -- Grievance Procedure

19.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, 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.

19.2 Step 1 - Nurse and Immediate Supervisor. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse must submit it in writing on a grievance form and said form shall be used at all steps and shall first discuss it with his or her immediate supervisor within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. The supervisor shall respond within seven (7) calendar days.

19.3 Step 2 - Nurse, Officer and/or Delegate and Assistant Administrator/Chief Nurse Executive. If the matter cannot be resolved informally and it is the nurse's desire to proceed further, the nurse shall reduce the grievance to writing and submit it to the Assistant Administrator/Chief Nurse Executive or designee within seven (7) calendar

days from the date of the Step 1 response. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. A conference between the nurse (and the officer or delegate, if requested by the nurse) and the Assistant Administrator/Chief Nurse Executive or designee shall be held. The Assistant Administrator/Chief Nurse Executive or designee shall endeavor to resolve the grievance and will respond in writing within fourteen (14) calendar days of its receipt.

19.4 Step 3 - Chief Executive Officer and Union Representative. If the nurse is not satisfied with the reply in Step 2, the nurse may present the written grievance to the Employer's Chief Executive Officer or designee within fourteen (14) calendar days from the date of the Step 2 response. The Employer's Chief Executive Officer or designee and the Union representative shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Union may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty (20) calendar days from the date the nurses were or should have been aware a grievance existed. The Employer's Chief Executive Officer or designee shall respond in writing within ten (10) working days after the Step 3 meeting.

19.5 Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the union may submit the issue in writing to final and binding arbitration within ten (10) calendar days following the date of the Employer's Chief Executive Officer's or designee's response. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators from the Washington-Oregon area and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator's decision shall be final and binding, subject to limits of authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, that action grieved, he or she shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses, including attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.6 Provision of Information. Except as otherwise provided herein, neither the Employer nor the Union shall be required during the term of this Agreement to provide the other party with any data, documents, information or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance.

Article 20 -- Staff Development Program

20.1 Staffing Levels. The parties recognize that quality patient care is paramount and that appropriate staffing levels are an integral part of effective patient care. A nurse concerned with the level of staffing on his/her unit should present this concern to his/her immediate supervisor. If the nurse feels the situation warrants further review, the nurse may document it on an appropriate form and submit it to his/her immediate supervisor. If the nurse remains concerned with the situation, the nurse may ask the LPN Labor Management Committee to discuss it at its next regularly scheduled meeting.

20.2 Staff Development. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the LPN Labor Management Committee. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Health Care Organizations. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A regular and ongoing staff development program shall be maintained and made available to nurses covered by this Agreement. As the Employer is determining and implementing programs it deems appropriate, the existence, content, and attendance requirements of the program shall be discussed and considered by the LPN Labor Management Committee provided for herein.

20.3 Work Redesign. If, during the term of this Agreement, the Employer plans to study the concept of Work Redesign throughout the hospital, the Employer will work with a representative group of LPNs to keep them informed of the process and involve LPNs in discussion of how their job classification will fit within any models proposed. Discussions regarding potential work redesign are appropriate topics for the LPN Labor Management Committee.

Article 21 -- General Provisions

21.1 Savings Clause. 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 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 life of the Agreement.

21.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

21.3 Wage and Benefit Minimums. Nothing contained-herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

21.4 Bargaining During Agreement. 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 parties hereto, for the life 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.

Article 22 -- Term of Agreement

22.1 Duration and Renewal. This Agreement shall become effective, March 1, 2008 and shall continue in full force and effect through and including 11:59 p.m., February 28, 2011, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to the anniversary date of the agreement of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by Chapter 46 of the 1989 laws of the state of Washington (Senate bill No. 5042) as

hereinafter codified or amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day _____, 2008

SERVICE EMPLOYEES
INTERNATIONAL UNION,
Healthcare 1199NW

SKAGIT VALLEY HOSPITAL

By _____
Diane Sosne, President

By _____
Gregg Davidson
Chief Executive Officer

Adelina Gonzales, Chief Negotiator

Rebecca Ammeter, HR

Amber, Miller, LPN Representative

Appendix A
Skagit Valley Hospital
Licensed Practical Nurse Minimum Hourly Wage Rates

Effective the first full pay period following:

	5.0% 1/1/2008*	3.50% 1/1/2009	3.50% 1/1/2010
Base	\$17.08	\$17.68	\$18.30
1	\$17.43	\$18.04	\$18.67
2	\$17.77	\$18.40	\$19.04
3	\$18.13	\$18.76	\$19.42
4	\$18.49	\$19.14	\$19.81
5	\$18.86	\$19.52	\$20.20
6	\$19.33	\$20.01	\$20.71
7	\$19.82	\$20.51	\$21.23
8	\$20.31	\$21.02	\$21.76
9	\$20.82	\$21.55	\$22.30
10	\$21.34	\$22.09	\$22.86
11	\$21.34	\$22.09	\$22.86
12	\$21.98	\$22.75	\$23.55
13	\$21.98	\$22.75	\$23.55
14	\$21.98	\$22.75	\$23.55
15	\$22.64	\$23.43	\$24.25
16	\$22.64	\$23.43	\$24.25
17	\$22.64	\$23.43	\$24.25
18	\$23.32	\$24.14	\$24.98
19	\$23.32	\$24.14	\$24.98
20	\$24.02	\$24.86	\$25.73
21	\$24.02	\$24.86	\$25.73
22	\$24.74	\$25.60	\$26.50
23	\$24.74	\$25.60	\$26.50
24	\$24.74	\$25.60	\$26.50
25	\$25.48	\$26.37	\$27.30

An additional 50 cents is added to the hourly rate to compensate for a weekend premium.