

**AGREEMENT**

**BY AND BETWEEN**

**NORTHWEST HOSPITAL & MEDICAL CENTER**

**AND**

**SEIU  
HEALTHCARE 1199NW**

**Effective October 1, 2008 through June 30, 2011**

**Service and Maintenance Unit**

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**AGREEMENT BY AND BETWEEN**  
**NORTHWEST HOSPITAL & MEDICAL CENTER**  
**AND**  
**SEIU HEALTHCARE 1199NW**

This Agreement is made and entered into by and between Northwest Hospital and Medical Center (hereinafter referred to as the “Employer” or the “Hospital”) and SEIU Healthcare 1199NW (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment regarding the Service and Maintenance Unit.

**ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and reserve employees of Northwest Hospital included in the NLRB certification, case numbers 19-RC-14038 Professional and 19-RC-14038 Service and Maintenance, excluding confidential employees, supervisors, technical employees, and registered nurses and all other employees. (See Appendix A for list of job classes).

**ARTICLE 2. UNION MEMBERSHIP; DUES DEDUCTION**

2.1 Membership – Current Employees. All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing,” for the purposes of the Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.1 Membership – New Hire. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.2 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or

sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

2.1.4 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits 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.

2.3 Voluntary Political Action Fund Deduction: During the term of this Agreement, 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 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.

2.4 Bargaining Unit Roster. Monthly, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, employee identification numbers, hire dates, job classification, shift, FTE status, gross earnings for the preceding two (2) pay periods and hourly rates of pay for each employee and normal hours worked per pay period. This list shall be emailed in Microsoft Excel or transmitted in another mutually agreeable format.

Each month, the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated their employment during the previous month.

### **ARTICLE 3. UNION REPRESENTATIVES**

**3.1 Access to Premises** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Director of Human Resources or designee. Access to the Employer'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.

**3.2 Officers/Delegates.** The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.

**3.2.1** One delegate or designee/officer will be allowed one quarter (1/4) hour of paid time at a designated time during the regularly scheduled orientation of newly employed employees to introduce employees to the Union and the Union contract. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for orientation.

Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and labor/management committee members may use one (1) day (eight (8) hours) per calendar year of paid leave time to attend Union sponsored training in leadership, representation and dispute resolution. This shall be limited to no more than once per contract per employee.

**3.3 Bulletin Boards.** In each department with represented employees, space will be made available on one (1) designated bulletin board. Such bulletin board space may be shared. All materials posted on such boards must, at the time of posting, be provided to the HR Director or designee.

**3.4 Union Meetings.** The Union may use designated meeting rooms for Union meetings consistent with Hospital Policies and Procedures.

**3.5 Contract.** Upon initial employment, employees shall be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

## ARTICLE 4. DEFINITIONS

4.1 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 probationary period.

4.2 Part-Time Employee. An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.3 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall not be required to give fourteen (14) days' notice of intention to terminate.

4.4 Reserve Employee. An employee employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Reserve employees shall include employees scheduled on an on call basis. Reserve employees shall be paid in accordance with the wage rates set forth in (Appendices A and B) of this Agreement. Reserve employees shall be eligible for standby pay, callback pay, shift differentials and longevity steps. Reserve employees are not eligible for medical and dental insurance, but may participate in the retirement plan, subject to the terms of the plan. A full-time or part-time employee who changes to reserve status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on reserve status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Reserve employees may be pre-scheduled for a shift.

4.5 Length of Service. For purposes of this Agreement and the method of computing sick leave, annual leave, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. Low census hours shall count toward the accrual of benefits and seniority. Time paid for but not worked (excluding on call hours) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits not to exceed 2080 hours within any twelve (12) month period.

4.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (Appendices A and B), shift differential when the employee is regularly scheduled to work an evening or night shift (9.1), and the fifteen percent (15%) wage premium in lieu of benefits for benefit eligible employees selecting that optional method of compensation (8.7).

4.7 Preceptor. A preceptor is an experienced employee proficient in clinical teaching who has successfully completed a program of preceptor training, has had an evaluation of their training ability by their immediate supervisor or designee, and who has been assigned by the Hospital to be specifically responsible for planning, organizing and evaluating the new skill development of an employee or student enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Preceptor assignments are voluntary. Each year, the Employer shall offer a class on preceptor training that will be open to bargaining unit members. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal directed education and training for a specified training period. Management will determine the need for preceptor assignments. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new employees. This would include the providing of informational assistance, support and guidance to new employees.

4.8 Any employee who currently is precepting, but has not completed the training program, shall continue as a preceptor when assigned by the Hospital. Employees acting as preceptors shall have one year in which to complete the training, after which they may not precept.

## **ARTICLE 5. EMPLOYMENT PRACTICES**

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state, federal and municipal laws regarding nondiscrimination. The Employer shall not discriminate against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, union activity, ancestry, or the presence of any sensory or physical disability.

5.2 Notice of Resignation. Employees shall be required to give at least fourteen (14) days' written notice of resignation presented in person to the employee's manager or designee. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense is just cause for immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will not be considered relevant to future discipline after two (2) years, provided there are no further similar occurrences in the intervening period.

5.4 Personnel File. Personnel records will be maintained for each employee in Human Resources. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their personnel records. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Documentation placed into the employee's file regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination (quit, discharge or retirement), change in employment status, pay or shift and leaves of absence shall be in writing. Upon request, an employee will be given a copy of any material in the employee's personnel file

5.5 Floating. The Employer retains the right to float employees on a shift by shift basis to meet patient care and departmental needs. Floating is defined as the reassignment of an employee to work his or her scheduled shift or half shift on a unit or work area other than the unit or work area to which the employee is scheduled. Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit for which they are not qualified or trained to perform. Employees required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which the employee is assigned. Volunteers normally will be sought first when floating is necessary. Floating assignments by classification within a work unit will be rotated equitably with the least senior employee floated first, subject to skill, competence, ability and other patient care or departmental considerations, in the opinion of the Employer.

5.6 Evaluations. All employees will be evaluated in writing prior to completion of the probationary period. Thereafter, written evaluations will occur on an annual basis. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. As determined by the employee's supervisor, the employee's participation, including a self-evaluation, is an integral part of the evaluation process. The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. Work time will be provided for evaluations. A peer evaluation format may be developed by the Employer in addition to supervisory evaluation on a unit-by-unit basis utilizing input by other employees.

5.7 Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

5.8 Job Openings. When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and performance are considered equal in the opinion

of the Employer. Transfers within the department/unit will be given preference in filling job openings. Notice of job openings shall be posted on the Human Resources electronic job board seven (7) days in advance of filling where possible. To be considered for such job opening, an employee must submit the transfer request form to Human Resources. Internal applicants will be notified when the job has been filled. If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when she/he will be placed in the position. In any event, the selected employee will be placed in the position within ninety (90) days.

5.8.1 Ongoing Increase in Hours. It would be the intent of the Employer that ongoing increased hours of work on a specific department or unit and shift that are not the result of temporary leaves, scheduling requests for time off, or temporary increases in work load would be made available for current staff on the specific unit and shift to increase their FTE in accordance with Section 5.8. If such ongoing increased hours of work persist for a period in excess of three (3) months, an employee may request in writing to the Director of Human Resources that these hours be posted. The Director of Human Resources or designee within her or his sole discretion will determine the appropriateness of the request based on the above criteria and respond within fourteen (14) days of the request for review.

5.8.2 Trial Period. An employee who obtains a position in a new classification pursuant to Section 5.8 shall serve a ninety (90) day trial period in his/her new assignment. The employee shall receive an evaluation at the end of the ninety (90) day period. The trial period may be extended by agreement between the employee and the Employer for a period of up to thirty (30) days. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to his/her former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.3.

5.9 Additional Hours. Employees desiring to work additional shifts may notify the department manager or designee of their availability in writing or by email. Part-time employees will be given priority for additional shift assignments, unless it puts the employee in an overtime position.

5.10 Parking. Parking rates shall be \$30 for day shift and \$20 for evening shift. There shall be no charge for night shift parking. These rates will not be changed unless changed for all employees. Employees on-call shall be provided free parking within close proximity to the Hospital.

5.11 Reserve Employees. If the union believes there is an employee classified as reserve who has been working regular full or part-time hours for a period of over three (3) months, they can request to have the matter reviewed by Human Resources. If, following the review, it is confirmed that the employee is working regular full or part-time hours that are not concluded to be temporary, the position will be submitted for

justification and approval. Any new position must go through the normal approval process and if approved it will be posted and filled according to Article 5.8.

5.12 Job Description: The Hospital shall provide job descriptions for all classifications covered by this Agreement. The Hospital shall endeavor to keep these job descriptions current and shall forward significant modifications and revisions to the Union. Employees can request a copy of a job description from Human Resources or their manager.

## **ARTICLE 6. SENIORITY-LAYOFF-RESTRUCTURE**

6.1 Definition. Seniority shall mean an employee's continuous length of service in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

6.1.1 Any layoff that may affect employees hired prior to 1991, then the union and management will meet to determine the calculation of each employee's seniority date based on hours worked.

6.2 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by job classification within a department or if the department is divided into units, within the unit. In the event of a layoff, the employee(s) with the least amount of seniority shall be laid off first providing skill, competence, and ability are considered substantially equal in the opinion of the Employer. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classifications and departments or units affected by the layoff. Agency personnel, travelers and probationary employees within the affected department or work unit on a shift will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. This section shall not apply to a reduction in FTE status (7.11).

6.2.1 Layoff Notice. Thirty (30) days' advance notice of layoff will be given to the Union and to employees subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff, as well as possible alternatives to layoff. All affected full-time and part-time employees will be given advance, written notice or pay in lieu thereof based on scheduled hours missed at least fourteen (14) calendar days prior to the layoff.

6.2.2 Displacement Options. An employee who is subject to layoff may apply for a vacant position in accordance with Section 5.8. If she/he is not the least senior employee, subject to the determination of qualifications as set forth in Section 6.2 the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a lesser-paid classification in the same classification series in the bargaining unit. Classification series are set forth in Appendix G.

6.2.3 Reassignment. In the event the layoff results in more or fewer employees being assigned to a shift than are required, the least senior employee(s) on the affected shift(s) shall be reassigned.

6.2.4 Agency Employees. Except in cases of emergency, agency employees shall not be called in to work on units and shifts which the Hospital has identified as requiring a reduction of FTEs.

6.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. New job postings will be available on the internet jobline or phone jobline. To be considered for the open positions, the employee must notify the Employer by the date and time specified on the notice. When vacancies occur within their job classification, employees will be reinstated in the reverse order of the layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is offered recall to any position which is not comparable, the employee may decline recall without loss of seniority or position on the reinstatement roster.

6.3.1 Comparable for purpose of this Article 6 shall mean the same classification, unit, shift and no greater than a .2 FTE lower than the employee's FTE at the time of layoff and same benefit status.

6.3.2 Notification to Employer. Employees on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Hospital. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12) and fifteen (15) months of layoff, respectively. A reminder of this obligation will appear in any weekly mailing referred to in Section 6.3. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Employer notified of a current mailing address and home telephone number or fails to respond to the Employer's job offer within seven (7) days following direct contact with the Employer or written notice sent by U.S. Mail with proof of delivery, the employee's name shall be eliminated from the reinstatement roster and the Employer's recall commitments shall terminate.

6.3.3 Reserve Work. An employee on the reinstatement roster shall be eligible for reserve work. Acceptance of reserve work while on layoff shall not affect the employee's placement on the reinstatement roster.

6.3.4 Vacant Positions. An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee, pursuant to Section 5.8.

6.3.5 Employment Status During Layoff. An employee on layoff shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

6.4 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 Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.5 Department/Unit Restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will meet with the employees of the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, shall be posted on the department(s) or unit(s) for at least ten (10) days. Other vacant bargaining unit positions will also be posted on the department(s) or unit(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign employees to positions on the new/restructured department(s) or unit(s) based upon seniority, providing skill, competence, and ability are considered substantially equal in the opinion of the Employer.

6.5.1 Displacement Options. If an employee(s) is not assigned a position on the new or restructured department or unit, the employee(s) may apply for a vacant position pursuant to Section 5.8, or, if not the least senior employee and subject to the determination of qualifications as set forth in Section 6.2, the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a lesser-paid classification in the same classification series in the bargaining unit. If the employee takes none of these options, the employee shall be subject to immediate layoff and placement on the reinstatement roster (6.3).

6.6 Low Census. Low census is defined as a decline in patient care requirements or workload in a particular department or unit resulting in a temporary staff decrease. Prior to implementing the low census procedure within a job classification, the Employer will float the surplus staff to other areas of the Hospital if the Employer determines the need exists. During temporary periods of low census after canceling any overtime hours on the department or unit affected, the Employer will ask for volunteers within the job classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to

rotate low census equitably among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

6.6.1 During temporary periods of low census, employees within a job classification on a unit and shift will be released from work in the following order:

- (a) Send home agency workers;
- (b) Cancel overtime shifts;
- (c) Ask for volunteers;
- (d) Cancel reserve staff;
- (e) Cancel part-time employees working above their assigned FTE;
- (f) Rotate regular full-time and part-time employees by seniority within the Low Census grouping starting with the least senior employee first, providing skills, competence and ability are not overriding factors.

6.7 Use of Paid Leave. Except in cases of reduced FTE or shift change, all accrued annual leave will be paid out in a lump sum in the pay period following the layoff, in accord with Hospital policy for the return of Hospital property. Accrued sick leave will be frozen at the time of layoff and can be accessed upon recall.

## **ARTICLE 7. HOURS OF WORK AND OVERTIME**

7.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a designated seven (7) day period or eighty (80) hours of work within a designated fourteen (14) day period.

7.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Hospital and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-five (45) days' advance notice to the employee. At the time of execution of this Agreement, agreed innovative schedules are those set out in Appendices C, D, E and F.

7.4 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Monthly work schedules shall be posted at least ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the employees regular scheduled work day (minimum of eight (8) hours) or the hours in excess of the normal full-time work period. Effective October 6, 2002, hours worked after twelve (12) consecutive hours within the twenty-four (24) hour period shall be paid at the rate of double time (2x) the employee's regular rate of pay. Employees working twelve (12) hour shift will receive time and one half (1-1/2) after twelve (12) hours and double time (2x) after fourteen (14) hours. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1-1/2). The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers or an excess of volunteers, reasonable overtime may be assigned equitably.

All time compensated at time and one-half (1-1/2) or double time (2x) will be considered overtime whether designated as premium pay or overtime.

7.6 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees shall be allowed an unpaid meal period of one-half (1/2) hour. Employees required by the Employer to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Subject to prior supervisory approval, meal and/or rest periods may be combined. If an employee requests her/his manager (or alternate) for the time off to take a scheduled break and the manager does not allow the time off, Employer will pay the employee for fifteen (15) minutes for each such break missed, at the appropriate rate in addition to the employee's regular shift pay for the hours worked, except where the employee is given the time off later in the shift.

7.7 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low need shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one and one-half (1 1/2) hours in advance of the scheduled shift. It

shall be the responsibility of the employee to notify the Hospital of the employee's current address and telephone number.

7.8 Weekends. The Employer will make a good faith effort to schedule all regular full and part-time employees for at least every other weekend off. In the event an employee works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval by their Manager, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends, to employees whose regular schedule is for recurring weekend positions (i.e., Saturday and/or Sunday), or volunteer for more frequent weekend duty. Premium pay provided for in this section shall not apply to time spent for educational purposes.

Letter of Understanding attached.

7.9 Rest Between Shifts. Effective October 5, 2002, in scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.

7.10 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.

7.11 Reduction in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the department or unit and shift to accomplish these changes. If there are insufficient volunteers, the least senior employee(s) in the affected classification, department or unit and shift will receive the FTE reduction unless that employee possesses a specific qualification(s) necessary to the operation of the department or unit in the opinion of the Employer. Any employee subject to an involuntary reduction in his/her FTE will be given preference up to the employee's prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the same classification on the employee's department or unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

## ARTICLE 8. COMPENSATION

8.1 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the schedule of classification rates of pay attached as Appendix B to this Agreement.

8.2 Effective October 1, 2008 each employee and each wage range shall receive an increase of three percent (3.0%), provided any employee whose wage rate immediately prior to October 1, 2008 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to three percent (3.0%). The bonus shall be determined by three percent (3.0%) less any increase the employee received taking the employee to the maximum. No employee shall be below the adjusted base.

8.2.1 Effective June 1, 2009, each employee and each wage range shall receive an increase of one percent (1.0%), provided any employee whose wage rate immediately prior to June 1, 2009 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to one percent (1.0%) effective June 1, 2009. The bonus shall be determined by one percent (1.0%) less any increase the employee received taking the employee to the maximum. No employee shall be below the adjusted base.

8.3 Effective October 1, 2009, each employee and each wage range shall receive an increase of two percent (2%), provided any employee whose wage rate immediately prior to October 1, 2009 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to two percent (2%) effective October 1, 2009. The bonus shall be determined by two percent (2%) less any increase the employee received taking the employee to the maximum. No employee shall be below the adjusted base.

8.3.1 Effective June 1, 2010, each employee and each wage range shall receive an increase of one percent (1.0%), provided any employee whose wage rate immediately prior to June 1, 2010 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to one percent (1.0%) effective June 1, 2010. The bonus shall be determined by one percent (1.0%) less any increase the employee received taking the employee to the maximum. No employee shall be below the adjusted base.

8.4 Effective October 1, 2010, each employee and each wage range shall receive an increase of two percent (2%), provided any employee whose wage rate immediately prior to October 1, 2010 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to two percent (2%) effective October 1, 2010. The bonus shall be determined by two percent (2%) less any increase the employee received taking the employee to the maximum. No employee shall be below the adjusted base.

8.4.1 Effective June 1, 2011, each employee and each wage range shall receive an increase of one percent (1.0%), provided any employee whose wage rate immediately

prior to June 1, 2011 is higher than the new (adjusted) maximum rate of their step schedule shall receive a lump sum bonus of up to one percent (1.0%) effective June 1, 2011. The bonus shall be determined by one percent (1.0%) less any increase the employee received. No employee shall be below the adjusted base.

8.5 For employees whose wage rate immediately prior to implementation is below but close to the new (adjusted) maximum rate of their step schedule shall receive a salary increase to the new range maximum plus a residual lump sum bonus, together totaling three percent (3.0%) effective October 1, 2008. For employees whose wage rate immediately prior to October 1, 2009 is below but close to the new (adjusted) maximum rate of their step schedule shall receive a salary increase to the new range maximum plus a residual lump sum bonus, together totaling two percent (2.0%) effective October 1, 2009. For employees whose wage rate immediately prior to October 1, 2010 is below but close to the new (adjusted) maximum rate of their step schedule shall receive a salary increase to the new range maximum plus a residual lump sum bonus, together totaling two percent (2%) effective October 1, 2010.

8.6 Date of Implementation. Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

8.7 Recognition for Past Experience. All employees hired on or after October 5, 2003, shall be compensated in accordance with the following plan:

8.7.1 Employees with one (1) or more years of continuous recent experience shall be employed at not less than step one (1) of the wage schedule.

8.7.2 Employees with two (2) or more years of continuous recent experience shall be employed at not less than step two (2) of the wage schedule.

8.7.3 Employees with four (4) or more years of continuous recent experience shall be employed at not less than step three (3) of the wage schedule.

8.7.4 Employees with six (6) or more years of continuous recent experience shall be employed at not less than step four (4) of the wage schedule.

8.7.5 Employees with ten (10) or more years of continuous recent experience shall be employed at not less than step five (5) of the wage schedule.

For purposes of this section, continuous recent experience shall be defined as employment in a comparable job classification or other similar experience without a break in experience which would reduce the level of professional skills in the opinion of the Employer.

8.8 Wage Premium in Lieu of Benefits. In lieu of all benefits except for shift differential, lead pay, callback pay, standby pay, and longevity steps after October 5, 2003, full-time and benefit eligible part-time employees, .6 FTE and above, may elect a fifteen percent (15%) wage premium. 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, providing the employee presents the Employer with written evidence that the employee is covered by health insurance elsewhere, and providing the application for insurance coverage is approved by the insurance carriers. Employees will be given advance notice of enrollment dates. After the decision to receive either (1) compensation plus benefits or (2) compensation plus premium pay in lieu of benefits has been made by the employee, no changes in that compensation status will be allowed except as provided herein.

8.9 Job Descriptions. The Employer shall furnish the Union with a description for each bargaining unit classification and shall furnish each employee with a copy of the employee's job description.

8.10 New and Modified Positions. If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing 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 fourteen (14) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

8.11 Pay on Promotion. Effective October 5, 2003, an employee promoted to a higher paid position will be placed at the step of the wage schedule applicable to the new position that provides the employee a minimum wage increase of three percent (3%) not to exceed the maximum for the new position, provided the prior experience was relevant to the new classification in the opinion of the Employer. If an employee's prior experience was recognized as relevant for placement on the wage schedule, the employee's wage progression shall continue based on accumulated hours since the employee's last step increase. Where prior experience has not been recognized, progression to the next step in the new position shall occur upon completion of 2080 hours of work in the new position.

8.12 Competitive Wage. The Hospital agrees that maintaining market competitive wages is important to the retention and recruitment of qualified employees. To this end, market research will be done annually in June of each year. If it is determined that a position needs competitive adjustment and the Hospital determines budgetary considerations permit, adjustment will be made accordingly.

The Union shall be given advance notice in July of the positions scheduled for adjustments, the amount of the adjustments, and effective date of the adjustments and will be given an opportunity to discuss proposed market adjustments. Upon request, the Hospital will meet to discuss positions where the Union believes market adjustments are appropriate and have not been made.

## **ARTICLE 9. OTHER COMPENSATION**

9.1 Shift Differential . Effective the first pay period following ratification, employees assigned to work the second (3-11 p.m.) shift shall be paid a shift differential

of one dollar and thirty five cents (\$1.35) over the hourly contract rate of pay specified in Appendix B. Effective the first pay period following ratification, employees assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rate of pay specified in Appendix B. See Appendix A for those job classifications that are grandfathered with higher shift differentials. Employees shall be paid shift differential for those hours worked on a second and third shift if four (4) or more hours are worked on the designated shift.

9.1.1 Employees who are assigned to and who work the third shift and who continue working into the first (1st) shift shall continue to receive the third shift differential for all hours worked on the first (1st) shift.

9.1.2 Employees who are assigned to and who work the second (2<sup>nd</sup>) shift and who are assigned to start their shift between 1 p.m. and 3 p.m. shall receive second (2<sup>nd</sup>) shift differential for hours worked on the first shift between 1 p.m. and 3 p.m.

9.1.3 Employees who are assigned to and who work the third shift and who are assigned to start their shift between 9 p.m. and 11 p.m. shall receive third shift differential for hours worked on the second (2<sup>nd</sup>) shift between 9 p.m. and 11 p.m.

9.1.4 No employee will suffer a reduction in pay as a result of this provision of the Agreement.

9.1.5 Articles 9.1.2 through 9.1.4 will become effective one month following the date of ratification.

9.2 Standby Pay. Effective the first pay period following ratification, employees placed on standby status off hospital premises as a result of low census shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Effective October 1, 2009, the standby premium shall increase to \$3.75 per hour. Standby hours shall be counted as hours worked for purposes of computing seniority and benefits. Employees called back to work while on standby status shall be paid shift differential for those hours worked on a second or third shift and shall be compensated at the regular rate of pay when called to their regular shift with a minimum guarantee of four (4) hours in addition to standby pay.

9.3 Callback Pay. Effective the first pay period following ratification, employees assigned to be on call during the hours outside the employee's scheduled shift shall be paid three dollars and fifty cents (\$3.50) per hour for each hour on call and shall be provided with signal devices while on call. Effective October 1, 2009, the callback premium shall increase to \$3.75 per hour. When called back, the employee shall receive time and one-half (1-1/2) for a minimum of three (3) hours in addition to on-call pay. Travel time to and from the hospital shall not be considered time worked. The minimum callback hours shall not apply when the employee reports for work in advance of an assigned shift. On-call hours shall not count toward seniority or benefit accrual.

9.4 Lead Pay. Effective the first pay period following ratification, an employee temporarily assigned by the Employer to fill in for a lead employee or supervisor shall receive one dollar and twenty five cents (\$1.25) per hour over the regular rate of pay for all hours worked in the lead position.

A lead primarily performs the same work as others in the classification; in addition, he or she is directly accountable for monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in and independently making daily work assignments, assisting with and independently developing work schedules, or giving advice and work instructions to other employees.

9.5 Work in Advance of Shift. When an employee is required to report for work in advance of his/her assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1-1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent or low census.

9.6 Temporary Assignment. Temporary assignment of a regular full-time or part-time employee by the Employer to a higher paid position for more than four (4) consecutive hours shall be paid at the higher classification rate of pay. Temporary assignment by the Employer to a lower paid position shall not affect the employee's rate of pay; provided, however, this section shall not apply to employees whose reassignment was necessary due to failure to maintain their certification, license or registration or is in lieu of low census.

9.7 Weekend Premium. Effective the first pay period following ratification, an employee who works on weekend shift shall receive one dollar and twenty five cents (\$1.25) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. 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 educational purposes.

## **ARTICLE 10. PAID ANNUAL LEAVE (PAL)**

10.1 Accrual. Full-time and part-time employees shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

Upon Completion of:

	Annual Leave
(2080) hours = 1 year	
0 to 3 years	15 days/120 hrs/.0577
3 to 5 years	23 days/184 hrs/.0885
5+ to 7 years	24 days/192 hrs/.0923
7+ to 9 years	25 days/200 hrs/.0962
9+ to 12 years	26 days/208 hrs/.1000
12+ years	28 days/224 hrs/.1077

- \* Full-time employees and part-time employees who have selected the wage differential option (Section 8.7) shall not be eligible for annual leave benefits, but shall be eligible to schedule time off without pay to the extent shown on the schedule above based on the same scheduling criteria set for benefited employees.

10.2 Scheduling. Paid annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an employee shall be eligible to take any annual leave which has accrued. Employees shall present written requests for annual leave as far in advance as possible but not less than two (2) weeks before the work schedule is posted. Employees will be notified in writing within two (2) weeks after the request is submitted whether the paid annual leave is approved. In the case of conflicting requests by employees for paid annual leave or limitations imposed by the Employer on paid annual leave requests, all paid annual leave requests will be considered on the basis of the date the request was submitted, previous annual leave and the employee's department seniority, provided the skills and abilities of the employees 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, provided that either Christmas Day, Christmas Eve, or New Year's Day is worked by the employee. Employees requesting paid annual leave at least ninety (90) days in advance will be notified in writing at least sixty (60) days in advance of the requested paid annual leave whether this request is approved. Employees who have approved vacation requests will not be required to find relief for their vacation period. Approved paid annual leave shall not be affected by later requests unless mutually agreeable. The dates and times at which holidays will be observed will be conspicuously posted by the Employer each January.

10.2.1 Employees must use available PAL for scheduled and unscheduled absences as provided by Hospital policy.

10.3 Loss of Paid Annual Leave. Paid annual leave 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 annual leave without receiving prior written notification from the Employer, nor will an employee lose accrued annual leave if the Employer was unable to schedule the time off, provided the employee requested the time off at least two (2) months before the end of the employee's year.

10.4 Paid Holidays. All full-time employees shall be paid eight (8) hours at their regular rates of pay for each of the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day which shall include the four (4) shifts beginning at 3:00 p.m. on December 24 and ending at 11:00 p.m. on December 25. Holiday pay shall be pro rated for part-time employees, based upon the employee's assigned FTE.

10.5 Work on Holidays. All full-time, part-time and reserve employees who work on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day which shall

include the four (4) shifts beginning at 3:00 p.m. on December 24 and ending at 11:00 p.m. on December 25, shall be paid at the rate of one and one half (1-1/2x) times the employee's regular rate of pay for all hours worked on the holiday shift.

10.6 Rotation of Holiday Work. Holiday Work shall be rotated by the Employer on an equitable basis with consideration being given to special scheduling requests. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

10.7 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all paid annual leave earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days prior written notice, or to those employees who are discharged for cause, unless personal circumstances preclude giving notice.

10.8 Pay Rate. Paid annual leave pay shall be the amount the employee would have earned had the employee worked during the period of annual leave at the employee's regular rate of pay.

10.9 Transfer of Paid Annual Leave. In accord with Hospital policy, employees with eighty (80) or more hours of paid annual leave may transfer up to twenty-four (24) hours of their paid annual leave to another regular status employee providing the recipient of the gifted paid annual leave has exhausted all of her/his sick leave and paid annual leave and is eligible for a medical leave of absence due to a serious and prolonged health condition. Additional benefits would not accrue to the recipient because of these gifted hours of annual leave.

10.10 Holiday During Vacation. Holidays will be scheduled off on a rotational basis. If a holiday falls during an employee's vacation, the day will be charged as a holiday.

10.11 Pay for Holiday When Holiday is Worked. Full-time and part-time employees required to work on a holiday shall be paid one and one-half (1 1/2) times the regular rate of pay. In addition, full-time employees receive eight (8) hours of holiday pay at straight time; part-time employees receive pro-rated holiday pay at straight time, calculated by multiplying their assigned FTE times eight (8) hours. Upon mutual agreement, employees may delay taking their paid holiday time off until a later time, within a thirty (30) day period.

10.12 Pay for Holiday Not Worked. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive straight-time pay for the holiday. Full-time employees receive eight (8) hours of holiday pay; part-time employees receive prorated holiday pay calculated by multiplying their assigned FTE times eight (8) hours. Upon mutual agreement, employees may delay taking their paid holiday time off until a later time, within a thirty (30) day period.

10.12.1 Full-time or part-time employees who take their regularly scheduled shift off due to a holiday shall receive straight-time pay for the holiday. Full-time employees receive eight (8) hours of holiday pay; part-time employees receive prorated holiday pay calculated by multiplying their assigned FTE times eight (8) hours. Full-time employees whose regular work day is longer than eight (8) hours may charge hours in excess of eight against their PAL time. Part-time employees whose regular work day is longer than their prorated holiday pay may charge hours in excess of their prorated holiday pay against their PAL time.

## **ARTICLE 11. EXTENDED ILLNESS BANK (EIB)**

11.1 Accrual. Full-time and part-time employees shall accumulate EIB (wage continuation) insurance at the rate of eight (8) days per year. The maximum accumulation of EIB shall be limited to 576 hours per employee. On an annual basis, employees may transfer accrued PAL hours to their EIB hours account provided that a minimum of 40 hours remain in the accrued PAL balance after the transfer.

11.2 Use and Reporting. Employees may use EIB after being absent for two consecutive scheduled work shifts (or 16 consecutive scheduled hours if scheduled shifts exceed 8 hours) due to: (1) the employee's illness or injury, or (2) to care for his/her minor child under age 18 who has a health condition that requires treatment or supervision. Additionally, up to 40 hours of EIB may be used (per 12 month period) to cover absences necessary to care for seriously ill spouse, domestic partner or parent who requires treatment or supervision.

In addition, EIB may be used on the first day of hospitalization (either the employee's or his/her child's, spouse's, domestic partner's or parent's) when documentation is provided. "Hospitalization" is defined as (1) admission as an inpatient, (2) admission for day surgery or (3) emergency treatment for an illness or injury which is life threatening or one that must be treated promptly to avoid adverse health consequences to the employee or his/her minor child, (4) a prescheduled surgical procedure that requires anesthetic and a recovery period. All requests for first day EIB access require a physician's statement outlining the reason and the prognosis for return to work.

In cases where an employee has multiple absences for a single illness (either the employee's or minor child's), EIB may be accessed and used for hours absent in excess of 16 during a 14 calendar day period beginning from the first day of absence. A physician statement confirming the nature of the illness and the prognosis for return to work on a regular basis may be requested.

Whenever EIB is used, employees may be asked to provide a report from their physician/other healthcare provider describing the employee's, child's, spouse's, domestic partner's or parent's condition and prognosis as it relates to presence at work and/or performance of the full range of assigned tasks.

11.3 Notification. Employees working the first (day) shift shall notify the Employer at least one (1) hour in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Employer 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 Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

11.4 EIB Cashout. The Hospital shall maintain the current policy of EIB cashout upon termination of employment.

11.5 The Employer will not discipline employees for the following:

1. Absences approved at least one (1) day in advance;
2. Absences that are part of an approved FMLA leave pursuant to State and/or Federal laws;
3. Absences using accrued and available PAL or EIB to care for designated persons under the Washington Family Care Act, RCW 49.12.265-.290 (See Article 13.15, Family Care Act);
4. Absences protected under the Washington State Maternity Disability laws and regulations;
5. Approved "time loss" absences for work-related injuries under Washington State Worker's Compensation laws and regulations;
6. When an employee returns following UPAL occurrence, any additional UPAL taken for the same reason within seven (7) days will not be counted as a separate occurrence. The subsequent UPAL days taken within seven (7) days will be combined within the original UPAL days and counted as a single UPAL occurrence.

"UPAL" refers to absences from the worksite that are not scheduled and are not approved at least one (1) day in advance. An "occurrence" of UPAL means consecutive days or partial days away from the worksite when scheduled to work.

11.6 "Domestic Partner" Defined. "Domestic partner" is defined as same-sex partners, provided the name of the domestic partner has been registered with the Human Resources office at least ninety (90) days prior to a request to use PTO (EIB, Bereavement). Registration includes completing an affidavit form provided by Human Resources and attesting that they share the same regular and permanent residence, have a close personal relationship, are jointly responsible for basic living expenses, are not married to anyone, are at least eighteen (18) years of age, are not related by blood closer than would bar marriage in Washington, are mentally competent to consent to contract,

are each other's sole domestic partner and are responsible for each other's common welfare, etc. The employee must further agree to notify Human Resources if there are any changes in the circumstances attested to and will notify Human Resources of a termination to the domestic partnership.

## ARTICLE 12. MEDICAL AND INSURANCE BENEFITS

12.1 Flexible Benefits Plan. 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-four (24) or more hours per week (.6 – 1.0 FTE) shall be included under and covered by the Employer's flexible benefits plan providing medical, surgical, hospital, vision, disability, life and dental insurance benefits with the employee's premiums to be paid by the Employer under one of the plans offered. The employee may choose the plan. Participation in medical, vision, disability, life, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

12.2 Dependent Coverage For Medical Plan. The Employer will contribute toward dependent coverage (spouses and children) premium for employees .6 FTE to 1.0 FTE. Effective February 2009 the contributions will be based on the following premium chart:

	If you are a .9 FTE or greater you contribute:	And NWHMC contributes:	If you are a .6 to .89 FTE you contribute:	and NWHMC contributes:	If you are a .4 to .59 FTE you contribute the full amount
<b>Basic Plan</b>					
Employee Only	\$0.00	\$514.75	\$0.00	\$514.75	\$514.75
Emp & Spouse	\$151.02	\$797.83	\$151.02	\$797.83	\$948.85
Employee & Child	\$0.00	\$782.54	\$93.17	\$689.37	\$782.54
Employee & Family	\$151.02	\$1,057.00	\$241.18	\$966.84	\$1,208.02
<b>Preferred Plan</b>					
Employee Only	\$0.00	\$589.34	\$0.00	\$589.34	\$589.34
Emp & Spouse	\$259.37	\$823.40	\$259.37	\$823.40	\$1,082.77
Employee & Child	\$130.00	\$763.74	\$160.00	\$733.74	\$893.74
Employee & Family	\$384.22	\$993.16	\$414.22	\$963.16	\$1,377.38
<b>Preferred Plus Plan</b>					
Employee Only	\$175.00	\$489.33	\$175.00	\$489.33	\$664.33
Emp & Spouse	\$485.06	\$727.44	\$485.06	\$727.44	\$1,212.50
Employee & Child	\$364.63	\$635.14	\$364.63	\$635.14	\$999.77
Employee & Family	\$672.74	\$871.29	\$672.74	\$871.29	\$1,544.03



(including co-pays), seeking to better promote generics over branded drugs and optimize use of mail order programs.

12.4 Joint Efforts Regarding Pharmacy Benefit Manager and Health Insurance. Northwest Hospital will work with other SEIU 1199NW health care employers to jointly evaluate advantages in Pharmacy Benefit Management plans and other health plans that might be jointly sponsored. The Hospital and the Union agree to work collaboratively to explore options.

12.5 Labor Management Committee. The Hospital and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs. To address these issues, the parties will establish a Labor Management Benefits Committee. The Union will appoint up to four (4) bargaining unit representatives to include one (1) organizer to the Committee. The Employer will appoint up to four (4) management representatives.

The Committee shall be advisory and shall meet at least quarterly and more often as mutually agreed. The Union shall appoint one (1) bargaining unit member as committee co-chair. In guiding the committee's work, utilization data and cost, among other data, will be reviewed. If the committee comes up with any mutually agreed upon recommendation for any changes, the Union and management shall convene a meeting to review the recommendations. Bargaining unit representatives will be compensated at their regular rate of pay as per Article 14.4.

12.6 Health Tests. At the time of employment, the Employer shall provide a Tuberculin skin test at no cost to the employee. In the event of a positive reaction to the test, the Employer will provide a chest x-ray at no cost. Upon request by a health care provider, a routine blood examination and urinalysis will be provided at no cost to the employee once each year.

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

12.8 Retirement Plan. The Employer will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan and shall not change during the term of this Agreement.

12.8.1 During the first (1<sup>st</sup>) full pay period following October 1, 2009, employees who have completed three (3) calendar years of service as of September 30, 2009, shall be enrolled for a 1.5% base contribution. The base contribution shall be made each pay period and is vested immediately. The employer matching contribution will be adjusted at the same time per the schedule below.

Employees who complete three (3) years of service between October 1, 2009 and December 31, 2009 shall be enrolled for the base contribution beginning the first (1<sup>st</sup>) full pay period following January 1, 2010.

Employees who complete three (3) years of service between January 1, 2010 and June 30, 2010 shall be enrolled for the base contribution beginning the first (1<sup>st</sup>) full pay period following July 1, 2010.

Effective October, 2009, the matching schedule shall be as follows:

Date at Which Employer Matching Contribution Percentage Changes	Employee Contribution Eligible for Match**	Employer Match***	Maximum Employer Match as % of Compensation
Less than 6 months of service	0%	0%	0%
January 1 or July 1 on or after 6 months of service*	18.18%	10%	1.82%
January 1 or July 1 on or after 1 year of service*	16.66%	20%	3.33%
January 1 or July 1 on or after 2 years of service*	15.38%	30%	4.62%
January 1 or July 1 on or after 3 years of service*	10.53%	40%	4.21%
January 1 or July 1 on or after 4 years of service*	10.33%	50%	5.17%

\*The rate of employer matching contributions changes on the first full pay period of January or July coinciding with or following the date you meet the service requirement.

\*\*Any 401(k) tax-deferred contributions made above this maximum percentage of compensation are not eligible for employer matching contributions. Additionally, under applicable law, the maximum that you can contribute as 401(k) tax-deferred contributions for 2007 is \$15,500, and if that dollar limit applies and is less than the maximum percentage you could have otherwise contributed, only that permitted dollar amount will be eligible for the employer match.

\*\*\*The maximum employer match shown here is a percentage of the 401(k) tax-deferred contributions or 403(b) salary reduction contributions that are eligible for employer match. This percent will depend on the amount of employee contribution.

12.8.2 During the first (1<sup>st</sup>) full pay period following October 1, 2010, employees who have completed three (3) calendar years of service as of September 30, 2010, shall be enrolled for a 3.0% base contribution. The base contribution shall be made each pay period and is vested immediately. The employer matching contribution will be adjusted at the same time per the schedule below.

Employees who complete three (3) years of service between October 1, 2010 and December 31, 2010 shall be enrolled for the base contribution beginning the first (1<sup>st</sup>) full pay period following January 1, 2011.

Employees who complete 3 years of service between January 1, 2011 and June 30, 2011 shall be enrolled for the base contribution beginning the first (1<sup>st</sup>) full pay period following July 1, 2011.

Effective October, 2010, the matching schedule shall be as follows:

Date at Which Employer Matching Contribution Percentage Changes	Employee Contribution Eligible for Match**	Employer Match***	Maximum Employer Match as % of Compensation
Less than 6 months of service	0%	0%	0%
January 1 or July 1 on or after 6 months of service*	18.18%	10%	1.82%
January 1 or July 1 on or after 1 year of service*	16.66%	20%	3.33%
January 1 or July 1 on or after 2 years of service*	15.38%	30%	4.62%
January 1 or July 1 on or after 3 years of service*	6.77%	40%	2.71%
January 1 or July 1 on or after 4 years of service*	7.33%	50%	3.67%

\*The rate of employer matching contributions changes on the first full pay period of January or July coinciding with or following the date you meet the service requirement.

\*\*Any 401(k) tax-deferred contributions made above this maximum percentage of compensation are not eligible for employer matching contributions. Additionally, under applicable law, the maximum that you can contribute as 401(k) tax-deferred contributions for 2007 is \$15,500, and if that dollar limit applies and is less than the maximum percentage you could have otherwise contributed, only that permitted dollar amount will be eligible for the employer match.

\*\*\*The maximum employer match shown here is a percentage of the 401(k) tax-deferred contributions or 403(b) salary reduction contributions that are eligible for employer match. This percent will depend on the amount of employee contribution.

12.9 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will discuss the proposed plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) days prior to the intended enrollment date.

### ARTICLE 13. LEAVES OF ABSENCE

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

13.2 Family Leave.. Upon completion of the probationary period, a leave of absence shall be granted upon request of the employee for a period of up to six (6) months to care for a newborn child or an adopted or foster child, without loss of benefits accrued to the date such leave commences. Such leave shall be in addition to maternity leave granted for the disability period resulting from pregnancy or childbirth. If the employee's absence from work for family reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. Leave may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. The employee may use previously accrued Extended Illness Bank (EIB) leave during the period of disability and annual leave

thereafter to the extent accrued during the family leave. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

13.3 PAL Donation for Family Leave. In the event an employee takes a parental leave for either the birth, adoption or placement into foster care of a child, the employee would be eligible to receive donated annual leave from co-workers subject to the terms and conditions of the Employer's PAL donation policy, provided a donor maintains a balance of at least forty (40) hours of PAL following PAL donation.

13.4 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. "Health reasons" shall mean:

13.4.1 to care for a spouse, domestic partner (as defined in Article 11.5), child or parent who has a serious health condition (limited to a .6 FTE or above only); or

13.4.2 because of a serious health condition that makes the employee unable to perform the functions of his or her position.

If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. Employees who are regularly scheduled at least 0.6 FTE may take leave intermittently or on a reduced leave schedule when medically necessary. The employee may use previously accrued sick leave and annual leave thereafter to the extent accrued. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position.

13.5 Family and Medical Leave Act . In the event the Family and Medical Leave Act (FMLA) provides a better benefit than those provided in Sections 13.2 and 13.3, the appropriate provisions of the FMLA shall prevail.

13.6 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 his/her obligated service in the uniformed services shall be granted without pay, without loss of benefits, seniority or pay status, accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time, unless the employee requests to use annual leave. Upon return from military service, the employee shall be provided reinstatement rights set forth in the Uniformed Services Employment and Reemployment Rights Act.

13.7 Leave Without Pay. Employees on a 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.

13.8 Leave With Pay . Leave with pay shall not affect a employee's compensation, accrued hours, benefits or status with the Employer.

13.9 Return From Leave. 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.

13.10 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.11 Short Term Personal Leave. All full-time and part-time employees shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not jeopardize Hospital service.

13.12 Long Term Personal Leave. Upon approval of the Employer, an employee may take a paid or unpaid Personal Leave of Absence for a specified period of time, not to exceed twelve (12) consecutive months. Reasons for a Personal Leave of Absence may include education, travel, election to public office, social service activities, or medical/family obligations that fall outside the Family and Medical Leave of Absence eligibility. Employees will be offered the first available position for which they are qualified following scheduled date of return. There is no guarantee that an employee will return to the identical position or shift held prior to the LOA. If an employee is not eligible for a Family and Medical Leave of Absence, and requests a Personal Leave of Absence for pregnancy related disability, the employee is entitled to return to the same or equivalent position immediately following the period of disability. If continuation of employee benefit plans is desired during the LOA, employees must arrange for that coverage in accordance with plan provisions through Human Resources before the LOA commences. If an employee on a Personal LOA accepts employment with another employer during the LOA without consent of the Employer, his/her employment with the Employer may be terminated. This leave shall be granted or denied at the discretion of the Employer and shall not be subject to Article 16 (Grievance Procedure).

13.13 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 leave may be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent or step-parent, spouse, brother, sister, child or step-child or grandchild, mother-in-law, father-in-law and domestic partner as defined in Article 11.5.

13.14 Union Leave. Subject to manage approval, up to one (1) bargaining unit

employee per calendar year may take an unpaid leave of absence of up to twelve (12) weeks to assume a position with the union and the employee will be entitled to be reinstated to return to his/her former position.

13.15 Family Care Act. Use of Paid Leave to Care for Family Members. The Employer will comply with the Washington Family Care Act RCW 49.12.265-.290. Employees may use accrued EIB and PAL time to care for a child with a health condition, or a spouse, domestic partner (as defined in Section 11.5), parent, parent-in-law or grandparent with a serious health condition or an emergency condition, subject to the Hospital's Time Off Policies and eligibility requirements.

## **ARTICLE 14. COMMITTEES**

14.1 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 six (6) representatives of the Employer and not more than six (6) 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 not less than bi-monthly 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.

14.2 Customer Service Collaboration. The Union and Employer recognize that the commitment of Northwest Hospital and its employees to customer service is fundamental to both the hospital's status in the local community and its long term financial stability. Customer satisfaction is only made possible through the commitment of every employee.

Within thirty (30) days after signing this Agreement, the Labor-Management Committee will meet to collaboratively assess how best to further this mission. The members of the Labor-Management Committee will be asked to come up with suggested improvements in the processes utilized by unit employees, focusing on ways to improve customer service. Employees participating receive paid release time from their work duties.

14.3 Committees in General. The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by the Hospital with successful results. Each committee will review

its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the committee.

14.4 Compensation. Employees shall be compensated at their regular rate of pay for all time spent on Employer-established committees and contract committees set forth in this Article 14 when as members of the committee, they are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees, and with prior approval, for time spent in preparation and presentation of projects required by the Employer.

## **ARTICLE 15. HEALTH AND SAFETY COMMITTEE**

15.1 Employee Health and Safety Committee. The Hospital will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Employee Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. The Union may appoint one (1) member to the Committee. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a Quality Assurance Memo.

15.1.1 Because back and musculoskeletal injuries are a major occupational hazard to healthcare workers, in the interest of prevention, the Committee shall have the authority to consider and make recommendations to the Occupational Medicine Committee regarding the prevention of musculoskeletal injuries, the identification of workplace risks and prevention techniques, including the use of lift teams and mechanical lifting devices, as well as practices already in place in the workplace.

15.2 Tuberculosis Exposure Control Program.. At the time of employment, the Employer shall provide a two (2) step Tuberculin PPD screening test at no cost to the employee. In the event of a positive reaction to the test, the Employer will provide a chest x-ray at no cost. The Hospital will continue to provide annual PPD screening to all employees at no cost to the employee. Employees may be screened more frequently on an as needed basis. Upon request of a health care provider, a routine blood examination and urinalysis will be provided at no cost to the employee once each year.

15.3 Health and Safety. The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure.

15.4 Prevention of Workplace Violence. The Health and Safety Committee shall make recommendations to the Occupational Medicine Committee on hazards and risk factors including training, reporting, incident response and program evaluation.

15.5 Product Evaluation. The Employer's Product Improvement Committee will continue to review and evaluate medical devices that reduce or help prevent

employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations.

15.6 Hepatitis B Vaccine. Because Hepatitis B is a serious occupational hazard and since some employees are at risk to exposure to patient bodily fluids and blood, in the interest of prevention, the Employer will continue to provide, free of charge, the Hepatitis B vaccine to those employees whose may have occupational exposure to bodily fluids and blood. Within two (2) months after completion of Hepatitis B vaccine series, the Employer shall provide, free of charge, a titer and if necessary will repeat the Hepatitis B vaccination series.

15.7 Injuries at Work. In the event an employee sustains an injury while at work which requires medical attention, the Employer will continue to provide emergency medical attention either at the facility or arrange for transportation to a suitable medical facility pursuant to the Hospital's Worker's Compensation Program.

## **ARTICLE 16. STAFF DEVELOPMENT**

16.1 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the Hospital and its services, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work and self directed learning experiences.

16.2 Inservice Education. A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. Employees required by the Employer to attend in-service education during off duty hours will be paid at their regular rate of pay, or overtime, if applicable.

16.3 Job Related Study. 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 hospital service.

16.4 Approved Expenses. When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

16.5 Education Leave. Employees whose position requires the maintenance of a license or certification may be allowed up to twenty-four (24) hours of paid educational professional leave per year (prorated for part-time employees); provided, however, such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Department Manager of the subject matter to be studied.

Where the Hospital intends to deny a substantial amount of educational leave for budgetary reasons, the Hospital will, upon request, present the budgetary reasons in Labor/Management Committee and will discuss alternatives to the denial of educational leave. Programs enhancing the professional growth of an employee at the Hospital and participating in meetings of employee or employee's related organizations will be considered for the use of professional/educational leave. As between employees who request it, educational/professional leave shall be approved in an equitable manner.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as provided in Step 4.

17.3 Grievance Procedure. A grievance shall be submitted in accordance with the following procedure:

Step 1.            Employee and Supervisor.

If an employee has a grievance, the employee shall meet with the employee's supervisor and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. A Union Delegate shall be present if requested by the employee. If a Union Delegate participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 1 meeting. Upon receipt thereof, the supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within ten (10) calendar days following the meeting between the supervisor and the grievant.

Step 2.            Employee, Union Delegate/Representative and Department Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance to the Department Director (and/or designee) within seven (7) calendar days of the

Unit Director's decision. A conference between the employee (and a Union Delegate/Representative, if requested by the employee) and the Department Director (and/or designee) shall be held within ten (10) days for the purpose of resolving the grievance. If a Union Delegate/Representative participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 2 meeting. The Department Director or designee shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3. Employee, Union Delegate/Representative and President.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President (or designee) within fourteen (14) calendar days of the Step 2 decision. The CEO (and/or designee) shall meet with the employee and the Union Delegate/Representative within ten (10) calendar days for the purpose of resolving the grievance. The CEO (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. 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 time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Vice President or designee requesting a list of eleven (11) arbitrators 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. Any arbitrator accepting an assignment under this Article agrees to make every effort to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator and the cost of a recorded transcript of the proceedings and any other expense jointly incurred incident to the arbitration hearing. All other expenses including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other

forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The rule of sequestration of witnesses shall only be applied by the Arbitrator when the Employer and Union mutually agree.

17.4 Union Grievance. The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

17.5 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

17.6 Termination. Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

## **ARTICLE 18. MANAGEMENT RESPONSIBILITIES**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care and customer satisfaction, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established 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; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. 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 in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 19. SUBCONTRACTING, SALE OR TRANSFER**

19.1 Northwest Hospital will give the Union 90 days advance written notice of its intent to subcontract, sell or transfer any part of its operations covered by this Agreement which will result in the replacement of bargaining unit employees. During that 90-day period, Northwest Hospital will participate with the Union in meaningful discussions of alternatives to the subcontracting, sale or transfer.

19.2 If, as a result of the anticipated subcontracting, sale or transfer, the bargaining unit work affected by the action will continue to be performed at the Northwest Hospital campus, Northwest Hospital's agreement with the subcontractor, buyer or transferee will provide:

19.2.1 That the new employer will hire Northwest Hospital employees in bargaining unit positions, in order of seniority, to perform the work, providing, skill, competence and ability are considered substantially equal in the opinion of the Employer.

19.2.2 That, in setting the initial terms of employment of those Northwest Hospital employees hired according to this provision, the new employer will provide that the employees will receive the same wages as those they enjoy under this collective bargaining agreement. For purposes of this provision, "wages" includes the hourly wage rate, premium pay and overtime provisions;

19.2.3 That, also in setting the initial terms of employment of those Northwest Hospital employees hired according to this provision, the new employer will cover the employees with its existing basic medical plan. For the first six months of their employment, the new employer will pay the full cost of the employee premium for all employees .6 FTE and above or increase the employee wage to cover the full cost of the employee premium. If the new employer does not have an existing basic medical plan for which the employees are eligible, Northwest Hospital will pay the employees' costs to main coverage for the first six months of their employment with the new employer, subject to the employee making monthly payment of any required contribution for dependents;

19.2.4 That the new employer will not hire new employees or assign its own employees to perform bargaining unit work unless or until it has exhausted the list of Northwest Hospital bargaining unit employees under 18.2.1 above and vacant positions or unassigned bargaining unit work remain;

19.2.5 That the new employer will provide the Union with a copy of all terms and conditions of employment of the employees who perform the bargaining unit work subject to the subcontracting, sale or transfer; and

19.2.6 That the new employer will recognize the Union as the representative of the employees who perform the bargaining unit work, and negotiate for a successor collective bargaining agreement.

19.3 If, as a result of the anticipated subcontracting, sale or transfer, the bargaining unit work will be performed at a location other than the Northwest Hospital campus and if the new employer will hire new employees, Northwest Hospital's agreement with the subcontractor, buyer or transferee will provide:

19.3.1 That the new employer will give preference in hiring to those Northwest Hospital employees who perform bargaining unit work under this collective bargaining agreement who make timely application; and

19.3.2 That the new employer will give effect to this hiring preference for 30 days from the effective date of the subcontract, sale or transfer.

19.4 No less than thirty (30) days prior to the commencement of any subcontracting or to effective date of a sale or transfer of operations, Northwest Hospital will provide the Union with a copy of the agreement with the subcontractor, buyer or transferee, which is signed by all parties to the agreement, which contains the applicable provisions of this clause.

## **ARTICLE 20 UNINTERRUPTED PATIENT CARE**

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strikes, picketing (including informational picketing), walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any such activity or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any such activity will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

## **ARTICLE 21 TRAINING AND UPGRADING FUND**

21.1 Establishment of Fund and Contribution Rate. A Training and Upgrading Fund to be known as the Joint Employer Training and Education Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution to the Fund shall be an amount equal to one percent (1.0 %) percent of the gross payroll of the Service & Maintenance bargaining unit employees, and shall commence upon October 1, 2008. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/temporary/reserve employees.

21.2 Fund Trustees, Programs, Staff. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

21.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

21.4 Availability of Onsite Rooms. In order to facilitate employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

21.5 Fund Contributions, Records and Collections. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

21.6 Training Fund Committee. While the Joint Employer Training and Education Fund is being established, the Labor Management Training Committee will meet at intervals determined by the Committee to assess the needs of bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund and all of the Fund's specific programs.

Information collected regarding training interests and needs and any barriers will be forwarded to the multi-employer Training and Education Fund Staff

Once the Training and Education Fund is fully operational, the Labor Management Training Committee will evaluate the need for any additional meetings.

## **ARTICLE 22 GENERAL PROVISIONS**

22.1 State and Federal Laws. 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 term of the Agreement. If any

provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

22.2 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

22.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices of any nature whether operational or employee benefit shall not be binding on the Employer. The Employer will not make any changes in past practices or employee benefit that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices, or employee benefit to the staff in advance of the change.

22.4 Successors. This Agreement shall be binding upon any successor Employer. The Hospital shall have the affirmative duty to call this provision to the attention of any successor organization.

22.5 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **ARTICLE 23 DURATION**

23.1 Duration and Renewal. This Agreement shall become effective October 1, 2008 and shall continue in full force and effect through and including 11:59 p.m. on June 30, 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 notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if 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 July 1, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2009.

NORTHWEST HOSPITAL

SEIU HEALTHCARE 1199 NW,

\_\_\_\_\_  
William Schneider, President & CEO

\_\_\_\_\_  
Diane Sosne, President

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice President

**APPENDIX A**

Service and Maintenance Unit  
 Job Classification and Shift Differential Rates  
 Effective First Pay Period Following Ratification

Classification/Title	Unit	Shift Differential	
		Shift 2	Shift 3
All Service and Maintenance Unit with exception of the following job titles:	SVSEIU	1.35	2.00
Medical Assist	SVSEIU	1.65	2.50
Operating Room Tech Cert	SVSEIU	1.65	2.50
Phys Therapy Asst	SVSEIU	1.65	2.50
Resident EKG Tech	SVSEIU	1.65	2.50
Sr. Anesthesia Tech	SVSEIU	1.65	2.50
Surg Svcs Resource Tech	SVSEIU	1.65	2.50
Diet Technician	SVSEIU	1.65	2.50
EEG (END) Technician	SVSEIU	1.65	2.50
EKG Tech (In House Cert)	SVSEIU	1.65	2.50
Implant Materials Specialist	SVSEIU	1.65	2.50
Instrument Tech	SVSEIU	1.65	2.50
Instrument Technician, Lead	SVSEIU	1.65	2.50
Inventory Coord	SVSEIU	1.65	2.50

## **APPENDIX B**

## APPENDIX C

### NORTHWEST HOSPITAL

#### 9-HOUR WORK SCHEDULE

1. A "9 hour" work schedule shall refer to any employee who has voluntarily signed a 9 hour innovative schedule agreement and is regularly scheduled to work one (1) or more nine (9) hour shifts per week.

2. 9 hour employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.

3. 9 hour employees shall accumulate paid annual leave and EIB based upon hours worked. EIB benefits shall accumulate from date of hire. Eligibility for use of EIB and annual leave shall commence after completion of the probationary period. For purposes of EIB and paid annual leave, nine (9) hours constitutes one (1) work day.

4. 9 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.

5. 9 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond nine (9) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.

6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.

7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 9 hour employees who would like to discontinue working an established nine (9) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. The 9 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.

9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 9 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 9 hour employees.

## APPENDIX D

### NORTHWEST HOSPITAL

#### 10-HOUR WORK SCHEDULE

1. A "10 hour" work schedule shall refer to any employee who has voluntarily signed a 10 hour innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hours shifts per week.

2. 10 hour employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.

3. 10 hour employees shall accumulate paid annual leave and EIB based upon hours worked. EIB benefits shall accumulate from date of hire. Eligibility for use of EIB and paid annual leave shall commence after completion of the probationary period. For purposes of EIB and paid annual leave, ten (10) hours constitutes one (1) work day.

4. 10 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.

5. 10 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.

6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.

7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 10 hour employees who would like to discontinue working an established ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. The 10 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.

9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 10 hour work schedule.

All other benefits and provisions not inconsistent with the foregoing shall apply to 10 hour employees.

## APPENDIX E

### NORTHWEST HOSPITAL

#### 12-HOUR WORK SCHEDULE

1. A "12 hour" work schedule shall refer to any employee who has voluntarily signed a 12 hour innovative schedule agreement and is regularly scheduled to work one (1) or more twelve (12) hour shifts per week.

2. 12 hour shift employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.

3. 12 hour employees shall accumulate paid annual leave and EIB based upon hours worked. EIB benefits shall accumulate from date of hire. Eligibility for use of EIB and paid annual leave shall commence after completion of the probationary period. For purposes of EIB and paid annual leave, twelve (12) hours constitutes one (1) work day.

4. 12 hour employees working four (4) or more hours between the hours of 15:00 and 23:00 on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.

5. 12 hour employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond twelve (12) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.

6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.

7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 12 hour employees who would like to discontinue working an established twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. The 12 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.

9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 12 hour work schedule.

All other benefits and provisions not inconsistent with the foregoing shall apply to 12 hour employees.

## **APPENDIX F**

### **NORTHWEST HOSPITAL**

#### **LESS THAN 8-HOUR WORK SCHEDULE**

1. A “less than 8 hour” work schedule shall refer to any employee who has voluntarily signed an innovative schedule agreement and is regularly scheduled to work one (1) or more shifts of less than eight (8) hour shifts per day.
2. Less than 8 hour shift employees required to work on a holiday shall be paid one and one-half (1-1/2) times the regular rate of pay.
3. Less than 8 hour shift employees shall accumulate paid annual leave and EIB based upon hours worked. EIB benefits shall accumulate from date of hire. Eligibility for use of EIB and paid annual leave shall commence after completion of the probationary period. For purposes of EIB and paid annual leave, the employee’s regular day schedule constitutes one (1) work day.
4. Less than 8 hour shift employees working four (4) or more hours between the hours of 15:00 and 23:00 on the evening shift shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 on the night shift shall be paid a night shift differential for those hours worked on the third shift.
5. Less than 8 hour shift employees shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond eight (8) consecutive hours per day or any hours worked beyond eighty (80) hours in the designated fourteen (14) day period.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. The section shall not apply to standby and callback assignments performed pursuant to Article 9.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the employee. Less than 8 hour shift employees who would like to discontinue working their established work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.
8. The less than 8 hour staffing pattern may be utilized within the Hospital with the consent of the individual employee and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working less than 8 hour work schedule.

All other benefits and provisions not inconsistent with the foregoing shall apply to less than 8 hour employees.

## APPENDIX G

### NORTHWEST HOSPITAL

#### JOB SERIES

##### Nursing Departments

Same job titles are eligible to bump into same job titles, job class position with lesser skill set required, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, CNA, Unit Secretary, Techs (including ER Techs) Administrative Assistants, Secretary

##### Medical Records

Job classes that have one bump ability, all within the Department:  
Coder Analyst, Med Tech (ART) Med Records I and II

##### Admitting/Admit ER

Job classes that have one bump ability, all within the Department:  
Admit Rep, Admit Lead, Financial Counselor, Dep. Assistant II, Sr. Admit Rep.,  
Outpatient Reg. Rep.

##### Laboratory/Outreach Phlebotomy

Job classes that have one bump ability, all within the Department:  
Lab Assistant II and III, Purchasing Coordinator, Transcriber, Medical; Department  
Assistant I and II, Lab Assistant Lead, Client Services Rep I, Courier, Lab Billing  
Rep/Project Assistant, Department Assistant Lead.

##### Administrative Assistants (All Departments, except Nursing)

Single job class, across departments.

Other departments under this Agreement.

Lay off “bump” allowable only within job classifications in the following listed  
Departments:

Grounds  
Northwest Outpatient Imaging  
Food and Nutrition  
Environmental Services  
Daycare  
GS/Endoscopy/OR Ancillary Support/OR/CBC  
Seattle Breast Center  
Plant Ops  
Diagnostic Imaging

Switchboard  
EEG  
EKG  
Materials Management/Purchasing  
Parking

**LETTER OF UNDERSTANDING**

This Letter of Understanding is by and between Northwest Hospital (“Employer” or “Agency”) and Service Employees International Union District 1199 NW (“Union”).

The parties agree there shall be one Labor/Management Committee for both bargaining units. The Union shall have up to six (6) representatives. Management shall have up to six (6) representations.

Dated this \_\_\_ day of \_\_\_\_\_, 2009.

NORTHWEST HOSPITAL

SEIU HEALTHCARE 1199 NW

\_\_\_\_\_  
William Schneider, President & CEO

\_\_\_\_\_  
Diane Sosne, President

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice-President

**LETTER OF UNDERSTANDING**

This Letter of Understanding is by and between Northwest Hospital (“Employer” or “Agency”) and Service Employees International Union District 1199 NW (“Union”).

Article 7.8.

Weekend only positions may be posted for every Saturday and Sunday.

Any position which will include weekdays will be posted with at least every other weekend off as per Article 7.8

This Agreement shall not affect any current positions.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

NORTHWEST HOSPITAL

SEIU HEALTHCARE 1199 NW

\_\_\_\_\_  
William Schneider, President & CEO

\_\_\_\_\_  
Diane Sosne, President

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice President

## LETTER OF UNDERSTANDING

### Staffing

This Letter of Understanding is by and between Northwest Hospital (“Employer” or “Agency”) and Service Employees International Union District 1199 NW (“Union”).

The Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care.

Both parties acknowledge that changes in patient acuity, census and staff availability and workload requirements can happen rapidly, requiring mutual understanding and communication and flexibility.

Employee(s) who have concerns about staffing or workloads are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources by documenting the concerns on the appropriate form.

The employee(s) involved in the staffing concern may request the issue be presented to the Labor/Management Committee when:

- a. The supervisor has not responded to a documented concern within fourteen (14) days, or
- b. Persistent staffing concerns (e.g., 6 weeks) continue to exist and have been documented, with the documentation given to the supervisor involved.

If the Labor/Management Committee determines that there is a genuine staffing issue, the committee may direct the manager/supervisor of the department to convene a departmental working group to review the issue and develop a recommendation(s) to the Labor/Management Committee. The departmental working group shall ensure that the employee(s) identifying concerns, the union delegate for the Department or Department designee and the manager/supervisor of that department are members of the working group, so that they may make presentations and present solutions to their concerns. The departmental working group will endeavor to complete the review within thirty (30) days. Employees on the committee will receive paid release time while attending committee meetings. Regular monthly staff meetings of that department may be utilized for the working group at the next meeting following notice of review.

An interdepartmental working group will be convened if the staffing concerns affect more than one department. The departmental working group or interdepartmental working group shall report to the Labor/Management Committee on their results and recommendations for resolving the staffing concerns.

The Labor/Management Committee shall review the report of the working group and make such recommendations as it deems advisable and submit a final report to administration within fourteen (14) days of receipt of the report of the working group. The CEO/designee shall make its decision known to the Labor/Management Committee within three (3) weeks of receipt of the final report. The parties recognize the final decision on staffing issues rest with Hospital Administration whose responsibility it is to ensure that an appropriate level of care is provided.

The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration, Article 16.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

NORTHWEST HOSPITAL

SEIU HEALTHCARE 1199 NW

\_\_\_\_\_  
William Schneider, President & CEO

\_\_\_\_\_  
Diane Sosne, President

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice President

## LETTER OF UNDERSTANDING

This letter contains understandings reached by the parties during negotiations for the 2008-2011 Professional and Service and Maintenance labor agreements between Northwest Hospital & Medical Center and your Union.

1. Market Adjustments. The parties have agreed to adjust the wage rates of certain classifications effective the first pay period following April 1, 2009. The affected positions, and percentage increases, are found below. These adjustments are in addition to the general wage increases described in the labor agreement.

OT – 3.8%  
Reg. Resp. Ther. – 3.0%  
PT – 3.5%  
OR Tech - 3.0%  
Fin Counselor Admitting – 2.5%  
Admitting Rep - 2.5%  
Housekeeper I – 1.0%  
Housekeeper II – 1.0%  
Housekeeper Lead – 1.0%  
Pharmacist 2.5%  
Child Care Teacher 4.0%  
Child Care Teacher Aid 2.5%  
Surg. Svc. Resource Tech 3.0%  
DI OP Reg Rep 2.5%  
DI Support Svc Lead 2.5%  
Transporter 2.0%  
Anesthesia Tech 3.5%  
Food Service Worker 1.0%  
Food Service Lead 1.0%

2. Bargaining Team. The Employer will provide the Union a total payment of \$5000, which will be utilized by the Union to compensate NWH employees for their time in bargaining the Service and Maintenance and the Professional collective bargaining agreements. The Union will have sole responsibility for determining how much money each employee will receive. .

3. Grievances. Northwest Hospital & Medical Center will work collaboratively with the SEIU 1199NW bargaining team toward the objective of obtaining an agreeable effective grievance process. The committee will consist of two bargaining team members, one SEIU 1199NW representative and an equal number of management representatives and will meet within thirty (30) days of ratification of the contract.

This committee will address issues to include, but not be limited to,

- (1) Joint agreement that the parties attempt to resolve all grievances informally whenever possible at the first level of supervision;
  - (2) Designation of a Human Resources contact for conducting grievances;
  - (3) Effective scheduling of step meetings;
  - (4) Processing of information requests; and
  - (5) Recognition of a Delegate to request and receive information.
4. Article 19- Subcontracting, Sale or Transfer. Regarding Article 19.2.6, the Union will not seek a remedy from Northwest Hospital & Medical Center in the event a buyer under Article 19.2 causes a breach of Article 19.2.6. The Union will seek its remedies against the new employer in that regard.
5. SEIU Retirement. Assuming a new Healthcare Retirement Fund is developed by the SEIU, the Employer and the Union will engage in good faith bargaining on this issue in the next round of contract bargaining in 2011
6. The Union may post materials on the public bulletin board outside of the cafeteria after obtaining approval from the HR Director or designee. The parties share the intent of maintaining orderly department break rooms and staff lounges.
7. The fifteen (15) percent reserve premium that is to be implemented pursuant to Section 4.4 of the Professional Unit agreement in October, 2009, will only be paid to professional employees that are not already receiving the premium. All employees that are currently receiving a premium which is built into their base pay shall not receive an additional 15% premium

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

NORTHWEST HOSPITAL  
& MEDICAL CENTER

SEIU HEALTHCARE 1199NW

\_\_\_\_\_  
William Schneider, President & CEO

\_\_\_\_\_  
Diane Sosne, President

\_\_\_\_\_  
Emily Van Bronkhorst  
Executive Vice-President