

2008 - 2011

EMPLOYMENT AGREEMENT

By and Between

MULTICARE HEALTH SYSTEM/GOOD SAMARITAN HOSPITAL

and

SEIU HEALTHCARE, 1199 NW

This Agreement is made and entered into by and between MultiCare Health System/Good Samaritan Hospital (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.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular part-time and per diem service and maintenance and technical employees employed by the Employer at its acute care hospital located at 407 14th Avenue SE, Puyallup, Washington, designated by the classifications set forth in the attached wage schedules (Appendix 1), as certified by the National Labor Relations Board in Case No. 19-RC-14236, excluding Cytotechnologist, Admissions Counselor, Admitting Cashier, Finance Department employees, Health Information Service Department employees, Materials Management employees (with the exception of on-site Distributions Assistant and Mail Clerk), Management Information Systems employees, Business Office clericals, skilled maintenance employees, including Groundskeeper and Vehicle Maintenance Mechanic, professional employees, confidential employees, temporary employees, employees working at the Bonney Lake Clinic (19815 Hwy 410, Bonney Lake, WA), employees working at the following Puyallup, Washington facilities: Children's Therapy Unit (402 15th Avenue SE), Health Resource Center (1420 S Meridian), South Hill Campus (16515 Meridian East), Pioneer Campus (615 E Pioneer), Foundation (419 15th Avenue SE), Behavioral Health and affiliated programs (325 E Pioneer), Work Rehabilitation (2323 Pioneer), Rainier Oncology (1322 3rd St. SE), Good Samaritan Surgery Center (1322 3rd St. SE), East Main Campus (1317 East Main), and at Hospital Campus Programs (Childcare, Cook House, Cancer Research, Home Health/Hospice, 407 14th Ave SE), employees at other locations, all other employees, employees represented by other labor organizations, guards and supervisors as defined in the Act.

1.2 New Classifications. New bargaining unit job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide confidential, supervisory, or management positions. The Union shall be notified of any such classifications established by the Employer, in which case the Union and the Employer shall meet to determine appropriate wage and benefit rates for the new bargaining unit positions.

1.3 Successorship. This Agreement shall be binding upon Good Samaritan Hospital and any successor employer.

1.4 During the term of the Agreement, The Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, or in any way challenge the inclusion in the bargaining unit of any Lead classification or job title which is currently in the bargaining unit on the grounds that they are supervisors solely due to their role in assigning work to other employees as set forth in the United States Supreme Court's Oakwood trilogy of cases.

## ARTICLE 2 - UNION MEMBERSHIP

2.1 Membership. All employees covered by this Agreement who are members of the Union on December 18, 2002, or voluntarily become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after December 18, 2002, shall, by the thirtieth (30th) 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.

2.1.1 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.

2.1.2 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.

2.2 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 Bargaining Unit Rosters. Upon the signing of this Agreement and monthly thereafter, 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, cost center numbers (department and unit), shift, FTE status, gross earnings, and hourly rates of pay for each employee. This list shall be e-mailed or transmitted in a mutually agreeable format. Each month the Employer shall also send a list of new hires, their addresses and a list of all employees who have terminated during the month.

2.4 Voluntary Political Action Fund. 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. Effective November 14, 2005, all new voluntary contributions will be a minimum of two dollars (\$2) per pay period. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

### ARTICLE 3 - UNION REPRESENTATION

3.1 Access to Premises - Union Staff. Duly authorized staff employees of District 1199NW 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 staff shall not have access to employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Vice President 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 or provide any distraction to patient care, patient families, or the normal operation of the hospital.

3.2 Officers/Delegates - Hospital Employees. The Union shall designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. 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. A delegate or designee/officer will be allowed one quarter (1/4) hour of unpaid time at a designated time immediately following the regularly scheduled orientation of newly employed employees to introduce employees to the Union and the Union contract. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may use one (1) day (eight [8] hours) per calendar year of paid education leave time to attend Union-sponsored training in leadership, representation and dispute resolution, not to exceed ten (10) employees per calendar year.

3.3 Bulletin Boards. The Union shall be permitted to post Union notices relating to general Union activities on existing bulletin boards in employee lounges designated by the Employer. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union Delegate or officer. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.4 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to the Vice President of Human Resources, or designee, and space is available.

3.5 Negotiations Release Time. Subject to patient care requirements, the employer will make a good faith effort to assist in providing said release time for employees participating in contract negotiations. This is not to exceed one (1) employee per unit/department unless there is more than thirty-five (35) employees in which case there may be two (2) employees designated for release time, providing the employee(s) notifies the manager as soon as the employee(s) has knowledge of future meeting dates.

#### 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, or eighty (80) hours in a fourteen (14) day period, 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.

4.4 On-Call 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. On-Call employees shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. On-Call employees shall receive longevity steps and shall be eligible for standby pay, callback pay, lead pay, shift differentials, premium pay for work on a holiday and weekend premium pay. On-call employees are not eligible for any benefits provided for in this Agreement with the exception of the Retirement Plan for which they are eligible on the same terms and conditions as regular employees. On-call employees reclassified to full-time or part-time status shall be given credit for previous hours worked in the accrual of all benefits and longevity steps. A full-time or part-time employee who changes to on-call status shall retain seniority and longevity steps for pay purposes. Seniority shall not apply while on on-call status, but will be reinstated if the employee changes back to full-time or part-time status. On-call employees may be pre-scheduled for a shift only after regularly scheduled employees assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). On-call employees will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions.

4.5 Preceptor. A preceptor is an experienced employee proficient in teaching and communication skills who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of an employee who is participating in a specific program. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal directed education, teaching, training and documentation of the employee's progress, for a specific period. A preceptor shall work on a one-on-one basis and in close proximity to the preceptee. Preceptor responsibilities will be considered when making patient care assignments. Department management will determine the need for preceptor assignments, if any, and the selection of preceptors.

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 without receiving preceptor pay. General orientation would include the providing of informational assistance, support and guidance to new employees, including initial competency assessments. Hospital management will determine the need for preceptor assignments.

4.6 Length of Service. For purposes of this Agreement and the method of computing EIT, PTO, 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 2,080 hours of work.

Cancelled/low census hours shall count toward the accrual of benefits. Time paid for but not worked (excluding standby pay) 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 2,080 hours within any twelve (12) month period.

4.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate, lead pay when the employee has a lead worker position, shift differential when the employee is regularly scheduled to work an evening or night shift, and the fifteen percent (15%) wage premium in lieu of benefits for on-call employees.

4.8 Lead. An experienced employee who is assigned by the Employer specific responsibilities for a defined work unit. The lead functions under the direction of the Manager or Director and is accountable to coordinate activities and maintain organization. All assigned lead hours will be paid at the lead premium rate. Employees assigned lead responsibilities will have these responsibilities considered in their assignments.

4.9 Trainee. A trainee is an employee who is hired into a full-time or part-time position who does not meet the minimum job qualifications but with training will do so within a ninety (90) day period. If a specific credential is required, the employee will remain on the trainee rate until such time as the Employer receives written notification of the credential. A trainee will be paid a wage rate that is ten percent (10%) less than the step one rate on the appropriate wage scale. This definition does not apply to employees who are cross trained in the course of their employment

4.10 Radiologic Technologist Students. Radiologic Technologist students will be paid a wage rate that is fifteen percent (15%) less than the step one (base) rate on the Registered Radiologic Technologist wage scale. Radiologic Tech students who have completed the schooling requirements, but who are not registered will be paid a trainee wage rate that is ten percent (10%) less than the step one (base) rate on the Registered Radiologic Tech wage scale. When certification is obtained, the employee will be paid the step one (base) rate on the Registered Radiologic Tech wage scale. Employees will remain a trainee until they successfully pass the registration exam and may be paid at the trainee rate for greater than ninety (90) days if the Employer has not received written notification of registration.

## ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any employee by reason of race, color, religion, creed, sex, marital status, national origin, age, sexual orientation, or sensory, mental or physical handicap, subject to occupational requirements and ability to perform within those requirements. No employee covered by this Agreement shall be discriminated against because of membership in the union or lawful activities on behalf of the union.

5.2 Notice of Resignation. Employees shall be required to give at least two (2) weeks written notice of resignation. Failure to give notice shall result in loss of accrued PTO. 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 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 requires 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 provide a written response to any written disciplinary action to be included in the personnel file. The Employer will consider requests made by the employee to remove materials from the personnel file. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

5.4 Personnel Records. Personnel records will be maintained for each employee. 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. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the employee upon request.

5.5 Floating. Floating is defined as the reassignment of an employee to work on a unit or work area other than the unit or work area to which the employee is normally scheduled. Floating assignments will normally be confined to areas where the employee has been adequately oriented or cross trained unless the employee and manager agree otherwise. 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 floating 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. Absent emergency circumstances, the Employer will make a good faith effort to limit any floating assignments to volunteers.

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. The employee's participation 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.

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 prior job performance (based on the most recent evaluation or other performance documentation) are considered equal in the opinion of the Employer. In the selection process, it would be the Employer's objective to select the most highly qualified applicant for the position. Subject to the above considerations, transfers within the department/unit will be given preference in filling job openings. Notice of job openings shall be posted on the Human Resources bulletin board, the cafeteria bulletin board, the telephone job line and the Hospital web site for seven (7) days in advance of filling where possible. The posting will include the unit/department, job classification, FTE and shift. To be considered for such job opening, an employee must apply for the position in accordance with Hospital procedures. 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 Vice President, Human Resources or designee that these hours be posted. The Vice President, Human Resources or designee 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, 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 Contracting Out. The Employer agrees to give ninety (90) days advance notice to the Union of any decision to contract out which will result in the elimination of an entire unit, department or facility. Upon request by the Union, the Employer agrees to meet to discuss the implications of the decision.

## ARTICLE 6 - SENIORITY-LAYOFF-RESTRUCTURE-LOW CENSUS

6.1 Definition. Seniority shall mean an employee's continuous length of service with the Employer from most recent date of hire (including on-call status). 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 Paid Time Off (PTO) and other benefit accruals.

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. An applicable certification shall be considered a bona fide "qualification" for purposes of this section. 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, ability and prior job performance (based on the most recent evaluation or other performance documentation) are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff (or mutually agreed upon related job classifications) 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 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.

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, the employee may displace the least senior employee in the same classification in the bargaining unit, or may displace the least senior employee in a job classification

previously held by the employee at the Hospital, providing the skill, competence, ability and past performance are considered substantially equal in the opinion of the Employer.

*Note: It shall be the responsibility of the employee to notify the Employer of any previous job classification that the employee worked in, within five (5) days of being notified of the layoff.*

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 Severance Pay. Upon completion of the probationary period, any full time or part time employee subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any employee electing this option shall not have recall rights (Article 6.3).

Severance Pay	Years of Service
2 weeks of pay	less than 2 years
3 weeks of pay	2 to 4 years
4 weeks of pay	5 to 6 years
5 weeks of pay	7 to 9 years
6 weeks of pay	10 to 14 years
10 weeks of pay	15 to 24 years
12 weeks of pay	25 or more years

Part time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum on the employee's last paycheck.

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. 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 (i.e., different department, unit, FTE, or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster.

6.3.1 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. 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.

6.3.2 On-Call Work. An employee on the reinstatement roster shall be eligible for on-call work. Acceptance of on-call work while on layoff shall not affect the employee's placement on the reinstatement roster.

6.3.3 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.

6.3.4 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 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 (same classification, department and unit, FTE and shift) 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 there is an organizational 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 determining 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, the employee may displace the least senior employee in the same job classification in the bargaining unit, or may displace the least senior employee in a job classification previously held by the employee at the Hospital, providing the skill, competence, ability and past performance are considered

substantially equal in the opinion of the Employer. If the employee takes none of these options, the employee shall be subject to immediate layoff and placement on the reinstatement roster (6.3).

*Note: It shall be the responsibility of the employee to notify the Employer of any previous job classification that the employee worked in within five (5) days of being notified of the department/unit restructure.*

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 employees to other areas of the Hospital if the need exists subject to the provisions of Section 5.5. During temporary periods of low census, the Employer will first 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. If an employee is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible.

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. Agency,
- b. Employees working in any time and one-half (1 1/2) or double time (2x) pay condition, except the rest between shift premium (7.9).
- c. Volunteers,
- d. On Call employees,
- e. Employees scheduled to work extra shifts above their FTE,
- f. Regular full-time and part-time employees (including probationary employees) or on call employees temporarily filling a designated full-time or part-time position. A traveler who is employed on a contract basis for a defined period of time shall participate in the rotation of low census with other full-time and part-time employees.

## 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 exceeds eight (8) hours per day and 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 four (4) weeks' advance notice to the employee.

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. Subject to overall business considerations, the Employer will endeavor to create regular repeating schedules of at least two (2) week cycles. Work schedules shall be posted at least fourteen (14) 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 normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours within the 24-hour period shall be paid at the rate of double time (2x) the employee's regular rate of pay. 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) or double time (2x). When an employee is eligible for both time and one-half (1 1/2) and double time (2x) pay, the employee shall receive the highest of the two pay rates. The double time provisions of this section shall not apply to time spent for "educational" purposes (CE days, education leaves or educational offerings, etc.).

7.5.1 With prior supervisory authorization, the Employer will pay for telephone calls received by an employee at home from an employee at work at the rate of time and one-half (1 1/2) for the actual time spent on the phone with a fifteen (15) minute guarantee.

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.

7.7 Report Pay. Full-time and part-time 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 (1) hour 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 shall schedule all regular full and part-time employees to provide 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. Subject to advance approval, 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 pursuant to this section. 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. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who request the trading of weekends, to employees who agree to work regularly recurring weekend positions (i.e. Saturday and/or Sunday). Premium pay provided for in this section shall not apply to time spent for educational purposes or to on-call employees.

7.9 Rest Between Shifts. In scheduling work assignments, the Employer will provide each employee with at least eleven and one-half (11 1/2) hours off duty between eight (8) hour shifts or less, unless waived at the request of the employee. In the event an employee is required to work with less than eleven and one-half (11 1/2) hours off duty between shifts, the employee shall be paid at time and one-half for all hours worked within this eleven and one-half (11 1/2) hour period or for a minimum of five (5) hours, whichever is greater. This Section shall not apply to continuing education, committee meetings, staff meetings, standby and callback assignments performed pursuant to Article 9. If attendance at a staff meeting or inservice is mandatory and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.

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 Schedule. See attached wage schedule.

8.2 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.

8.3 Longevity Steps. All employees will receive longevity steps in accordance with the wage schedule upon completion of each twelve (12) calendar months, providing the employee has worked at least 1,040 hours during that prior twelve (12) month period. No employee will receive a longevity step more frequently than once each twelve (12) months. The "increment date" is the date the employee has satisfied the time and hours requirement to advance to the next step.

### 8.3.1 Movement to Next Higher Step (Tech Wage Schedule).

Base to Year 10: An employee shall move to the next step on the Wage Schedule on the employee's next increment date, providing the hours requirement has been met.

Year 10 to Year 12: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 12 to Year 14: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 14 to Year 16: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 16 to Year 18: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 18 to Year 20: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 20 to Year 22: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

Year 22 to Year 25: An employee shall move to the next wage step on the wage schedule upon completion of three (3) years of service from the employee's last increment date, providing the hours requirement has been met.

#### 8.3.2 Movement to Next Higher Step (Service Wage Schedule).

Base to Year 20: An employee shall move to the next step on the Wage Schedule on the employee's next increment date, providing the hours requirement has been met.

Year 20 to Year 22: An employee shall move to the next wage step on the wage schedule upon completion of two (2) years of service from the employee's last increment date, providing the hours requirement has been met.

8.4 Recognition for Past Experience for Service Employees. All Service employees hired during the term of this Agreement shall be compensated in accordance with the following plan:

- a. 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.
- b. Employees with four (4) or more years of continuous recent experience shall be employed at not less than step two (2) of the wage schedule.
- c. Employees with six (6) or more years of continuous recent experience shall be employed at not less than step three (3) of the wage schedule.
- d. Employees with eight (8) or more years of continuous recent experience shall be employed at not less than step four (4) 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.

8.5 Recognition for Past Experience for Technical Employees. All employees hired on or after January 1, 2009 will be given full credit for each year of continuous recent experience up to ten (10) years. Employees hired between October 1, 2008 and December 31, 2008 will be hired according to the guidelines for Service employees as outlined in Article 8.4.

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 based on established criteria.

8.5.1 Employees hired before January 1, 2009 will be given additional credit for unrecognized prior experience when another employee is hired into the current employee's position classification if the current employee's prior experience is equal to or greater than the newly hired employee. In that case the current employee will be increased to the same step on the wage scale as the newly hired employee.

8.5.2 Effective October 1, 2009 any employee who has not yet received full credit for prior experience up to ten years may receive up to no more than one additional pay increment on the wage scale.

Effective October 1, 2010 any employee who has not yet received full credit for prior experience up to ten years may receive up to no more than one additional pay increment on the wage scale.

Effective September 30, 2011 any employee who still has not received full credit for prior experience up to ten years shall receive all remaining additional experience credit up to ten years of prior experience.

8.5.3 The Employer will audit the personnel files of each employee hired prior to October 1, 2009. The audit will be limited to the employee's employment application and/or resume and related materials. Incomplete applications or materials not contained in the personnel file will not be considered.

8.5.4 If the Employer establishes a false base, the false base will become the new base, and the scale and all employees on the scale will increase by the same percentage increase to the new base.

8.6 Wage Premium in Lieu of Benefits. In lieu of all benefits set forth in this Agreement, a part-time employee may elect a fifteen percent (15%) wage premium above the straight time hourly rate of pay. This election must occur within ten (10) days of employment and between the dates of October 1 and October 10 in each subsequent year thereafter, providing the employee

presents the Employer with written evidence that the employee is covered by health insurance elsewhere. Employees changing from benefits status to premium pay in lieu of benefits shall be paid any accrued Paid Time Off (PTO) at the time of the status change. Should an employee who is receiving the fifteen percent (15%) wage premium want to revert back to receiving pro rata benefits status that election shall occur only between October 1 and October 10 of each year, unless the employee demonstrates a loss of alternate health care insurance coverage and no availability of COBRA rights. The term "benefits" shall include Paid Time Off-Extended Illness Time (Article 10), paid leaves of absence and tuition reimbursement (Article 14) and insurance policies (Article 12). Employees electing benefits will be subject to the benefit plan conditions and requirements.

8.7 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, upon request.

8.8 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.

8.9 Pay on Promotion. An employee promoted to a higher paid job classification will be placed at the step of the wage schedule applicable to the new position that provides the employee with a minimum wage increase of three percent (3%), not to exceed the maximum for the new position, provided the experience in the prior job classification was relevant to the new job 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, the employee will be placed at the base rate of pay. Progression to the next step in the new job classification shall occur upon completion of 1,040 hours of work in the new position, or twelve (12) months, whichever is later.

8.10 Incentive Plans. Incentive pay plans in place on the effective date of this Agreement shall be continued at the discretion of the Employer. Prior to the discontinuation of an incentive pay plan, the Employer will meet and confer with the Union as to its decision.

## ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Employees assigned to work the second (3-11:30 p.m.) shift shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour over the regular hourly rate of pay. Employees assigned to work the third (11 p.m. - 7:30 a.m.) shift shall be paid a shift differential of one dollar and sixty cents (\$1.60) per hour over the regular hourly rate of pay. Second shift differential will be paid for all hours worked on a second shift when four (4) or

more hours are worked between 3:00 p.m. and 11:30 p.m. Third shift differential will be paid for all hours worked on a third shift when four (4) or more hours are worked between 11 p.m. and 7:30 a.m. Employees whose straight time shift hours are evenly divided between two (2) shifts shall receive the shift differential, if any, which is applicable to each shift for the hours in that shift. Effective March 1, 2009 all employees who work the second (3-11:30 pm) shift shall be paid a shift differential of one dollar and fifteen cents (\$1.15) per hour, and those who work the third (11:00 pm to 7:30 am) shift shall be paid a differential of one dollar and sixty-five cents (\$1.65) per hour over the regular hourly rate of pay. Effective December 1, 2009, all employees who work the second (3-11:30 pm) shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour, and those who work the third (11:00 pm to 7:30 am) shift shall be paid a differential of one dollar and seventy-five cents (\$1.75) per hour over the regular hourly rate of pay.

*Note: The majority of hours rule for shift differential shall be effective the first full pay period after March 31, 2009.*

9.1.1 Technical Employees. Employees assigned to technical classifications will be paid a second shift differential of one dollar and eight-five cents (\$1.85) per hour and a third shift differential of two dollars and seventy-five cents (\$2.75) per hour. Effective October 1, 2009, the night shift differential shall be increased to Three Dollars (\$3.00) per hour.

9.2 Standby. Employees placed on standby status off hospital premises shall be compensated at the rate of three dollars and twenty five cents (\$3.25) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime, longevity steps or benefits. An additional fifty cents (\$0.50) per hour will be paid to all hours of standby assigned by the Employer beyond sixty (60) hours in a pay period. This shall not apply to the trading of standby or to employees who request or volunteer for extra standby.

9.2.1 Technical Employees. Employees assigned to technical classifications shall receive three dollars and seventy five cents (\$3.75) per hour when placed on standby status off hospital premises.

9.3 Callback Pay. An employee called back to work from standby (9.2) shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay. When called back, the employees shall receive time and one-half (1 1/2) for a minimum of three (3) hours. 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.

*Note: Callback pay does not apply to end of shift overtime.*

9.3.1 Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a day off or a change in the employee's start time the following day where the employee has been called back after 11:00 p.m. the

previous night. To be considered, the employee must notify the Employer not later than one and one-half (1 1/2) hours in advance of the employee's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Labor Management Committee. An employee who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy. The employee may choose to use PTO to cover the absence or take the time as unpaid.

9.4 Lead Pay. An employee assigned by the Employer as a lead shall receive one dollar and twenty five cents (\$1.25) per hour over the regular rate of pay for all hours worked in a lead position.

9.5 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. Effective March 1, 2009 any employee who works on a weekend shall receive one dollar and fifteen cents (\$1.15) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. Effective December 1, 2009 any employee who works on a weekend shall receive one dollar and twenty-five cents (\$1.25) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime premium pay calculations unless required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for voluntary educational purposes. If attendance at an educational meeting on a weekend is required and there are no other options, with prior approval, this section shall apply.

9.5.1 Technical Employees. Employees assigned to technical classifications shall receive two dollars and fifty cents (\$2.50) per hour weekend premium for each hour worked on the weekend in addition to the employee's regular rate of pay.

9.6 Work in Advance of Shift. When a full-time or part-time 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.

9.7 Work on Day Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. Part-time employees who work on a day not regularly scheduled shall be paid at the applicable rate of pay.

9.8 Temporary Assignment. Temporary assignment by the Employer to a higher paid position for four (4) or more consecutive hours shall be paid at the higher classification rate of pay for the actual hours worked in that classification calculated by the same method as provided for under Section 8.9, Pay on Promotion. 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.

9.8.1 Multiple Job Classifications. If an employee holds more than one position, the employee will be paid for the work performed in each position in accordance with the applicable rate as specified in Appendix A. For purposes of this section, an employee holds more than one position if s/he holds a separate FTE or per diem status in each position and/or is separately scheduled for each position.

9.9 Preceptor Pay. Any employee assigned by the Employer as a preceptor shall receive a premium of one dollar (\$1) per hour.

ARTICLE 10 – PTO/EIT

10.1 Accrual. Full and regular part-time employees shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid (up to 2080 per year) in accordance with the following schedules:

Years of Service	Annual PTO*	Accrual per hour	PTO Max.	Annual EIT*	Accrual per hour
0-4	200	.0962	400	48	.0231
5-9	240	.1154	480	48	.0231
10-19	280	.1346	560	48	.0231
20+	320	.1538	640	48	.0231

10.2 Rate of Pay. PTO and EIT shall be paid at the employee's regular rate of pay

10.3 Access to PTO Accrual. PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. An employee will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

10.3.1 Requirement to Access Accruals. Employees are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event an employee may choose to either utilize accruals or to take cut hours. (Employees may not access accruals when they are off work due to a disciplinary suspension).

10.3.2 Negative Balances. Employees may not access accruals that would result in a negative balance. (Employees will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off.

In this situation, an employee may request an unpaid leave of absence). During the first six month after program implementation (December 21, 2008 to June 21, 2009) the Employer will permit employees to incur a negative PTO balance of up to twenty-four (24) hours (prorated for part-time employees). If an employee has a negative balance as of June 21, 2009, all time off (exclusive of time that meets the requirements of EIT) is without pay until the employee's PTO bank is restored to a positive balance. If the employee terminates employment with a negative PTO balance the Employer is authorized to deduct any balance owing from the employee's final pay.

10.3.3 Leave of Absence. Access to accruals during a leave of absence must be taken at the employee's assigned FTE. (An employee may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

10.3.4 Unpaid Time off. All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

10.4 Access to EIT accruals. The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to an employee for extended absences from work as a result of illness or injury of the employee or to care for the illness or injury of a family member as required by Washington State's Family Care Act. Moreover, PTO or EIT may be used for:

- (a) Child of the employee with a health condition that requires treatment or supervision;
- (b) Spouse or domestic partner (same or opposite sex),
- (c) Parent,
- (d) Parent-in-law
- (e) Grandparent of the employee who has a serious health condition or an emergency condition.

10.4.1 Employees may access their EIT accruals once they have missed their 17<sup>th</sup> consecutive scheduled hour of work. In this event, the employee's access to EIT will commence from the 17<sup>th</sup> hour of work forward and will not be applied retroactively to the first (1<sup>st</sup>) through sixteenth (16<sup>th</sup>) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization of the employee or the employee's family member (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the employee. Immediate access to EIT for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not on scheduled work days. Employees will be required to access and deplete their EIT-G bank prior to accessing their EIT bank.

- 10.4.2 Workers' Compensation Access. Employees who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the employees pay for the hours the employee would have worked had the employee been available to work. The employee may choose to use either PTO or EIT to supplement time loss payments.
- 10.4.3 Non-Workers Compensation Re-injury/Relapse. When a employee attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17<sup>th</sup> missed work hour forward.
- 10.4.4 Family Leave. EIT may be accessed for any period of disability associated with pregnancy or disability caused by miscarriage, abortion, childbirth, and recovery there from, In accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.
- 10.4.5 Conversion of Sick and Annual Leave Banks to PTO and EIT: Annual leave balances will be transferred on an hour for hour basis into the PTO bank. Sick leave balances will be transferred to the EIT-G bank on an hour for hour basis. EIT accruals after December 21, 2008 will be according to the above grid and will be placed in the EIT bank. Employees will be required to access and deplete their EIT-G bank prior to accessing their EIT bank.
- 10.5 Premium Pay and PTO Access for Holiday Work. Any hourly employee who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, employees may also access their PTO accruals for up to their regular shift length on any Premium Pay Day.
- 10.5.1 Premium paydays are New Years Day; Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 pm December 25 shall be recognized as Christmas. Holiday work shall be equitably rotated by the Employer.

10.6.1 Termination of Benefits. Cash-out of accruals will be paid to employees who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- PTO accruals paid at 100%
- EIT bank accruals are paid at 25% of the balance over 240 hours. EIT-G bank accruals paid based on years of service with Good Samaritan as outlined below:

Years of employment	Cash out %
3-6 years of employment	20% of EIT 1 bank hours
7-14 years of employment	30% of EIT bank 1 hours
15 or more years of employment	40% of EIT bank hours

10.6.1 “Good Standing” Defined. An employee is not “in good standing” if he or she:  
(a) Is being discharged for cause; or  
(b) Has given insufficient notice of resignation in accordance with contractual requirements; or  
(c) Has failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

10.7 PTO Cash Out Option: During February and August of each year, employees with a PTO balance greater than eighty (80) hours may choose to cash out up to forty (40) hours of their PTO balance such that their balance does not drop below eighty (80) hours.

10.8 PTO/EIT Donation: An employee with a PTO balance equal to or greater than forty (40) hours or an EIT balance equal to or greater than two hundred forty (240) hours can donate up to sixteen (16) hours per year of their PTO or EIT to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO or EIT is the donor’s rate.

10.9 Scheduling. PTO shall begin accruing the first day of employment. All PTO must be scheduled in advance in accordance with Hospital policies and be approved by supervision. The Employer shall have the right to schedule PTO in such a way as will least interfere with patient care and workload requirements of the Hospital. Patient care needs will take precedence over individual requests. Generally PTO may not be taken in increments of less than the employee’s regular work day.

10.9.1 PTO Request Procedure. All PTO must be scheduled in advance in accordance with hospital policies and be approved by supervision. The Employer shall have the right to schedule PTO in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests. The Employer will respond to grant or deny

the requested PTO no later than twenty-one (21) days after submittal, with the exception of bargaining unit employees on nursing units, in which case, the response time will be thirty-one (31) days consistent with other nursing staff. The thirty-one (31) day requirement may be applied to individual non-nursing departments with the advanced mutual agreement of the parties. Generally PTO may not be taken in increments of less than the employee's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Prime time holiday work and vacation shall be rotated. Except for unforeseeable conditions beyond the Employer's control, the Employer will make every reasonable effort not to cancel previously approved PTO. If the scheduled PTO has been requested and approved at least 30 days in advance of the leave Employees shall not be required to provide their own coverage during a scheduled PTO that was previously approved. If the time off is requested less than 30 days prior to the beginning of the leave, the employee may be required to provide their own coverage.

10.9.2 Loss of PTO Leave. An employee will not lose accrued PTO leave if the employee was not given a reasonable opportunity to use it.

10.10 Short Notice Requirements. Employees shall notify the Employer at least two (2) 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 PTO for that shift.

10.11 Transition Payment. A one time transition payment of 5% of each employee's annualized salary (regular rate X FTE hours) not to exceed \$2,500.00 will be made by the Employer.

#### ARTICLE 11 - MEDICAL AND INSURANCE BENEFITS

11.1 Medical and Dental Benefit. Beginning the first of the month following thirty (30) days of continuous employment, all employees who are regularly scheduled to work a minimum average of twenty-four (24) hours per week or forty-eight (48) hours per pay period are eligible to enroll in the Employer's group insurance plan providing medical, surgical, hospital and dental benefits with the Employee's premiums paid by the Employer. Employees scheduled to work an average of twenty (20) hours per week but less than an average of twenty-four (24) hours per week may opt to enroll in medical and dental benefits, however, such employees will be responsible for fifty percent (50%) of the premium for the employee coverage. Dependent coverage shall be made available and paid by the employee, subject to plan requirements.

11.2 Health Tests. Annually, the Hospital shall arrange for employees to take Mantoux skin test and/or chest X ray, if medically indicated, at no cost to the employee. All employees shall be permitted a complete blood count, chest X ray, urinalysis, and pap smear and flu shot annually when ordered by a physician at no cost to the employee. Hepatitis testing and anti-hepatitis

vaccine will be available according to CDC guidelines at no cost to the employee. If there is exposure to HIV, testing will be available at no cost to the employee.

11.3 Discount Policy. The Employer shall provide a discount policy for hospital services. NOTE: The Employer discount will be eliminated on January 1, 2010.

11.4 Retirement. Employees shall be covered by the Employer's retirement policies. There shall be no changes to the retirement plan funding provisions for the term of the Agreement. Employees hired after December 31, 2007 will be in MultiCare's Retirement Account Plan.

11.5 Plan Changes. Participation in medical, dental and any other benefits set forth in this Article 12 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current Plans or provides an alternative Plan(s) the Employer will negotiate the proposed Plan changes with the Union. The Employer shall notify the Union at least ninety (90) days prior to the benefit election period.

11.6 MHS Gain Sharing Plan. The bargaining unit is eligible to participate in the MultiCare Health System Gain Sharing plan on the same basis as other eligible MultiCare employees for plan years 2008, 2009 and 2010. Individual eligibility is as follows:

- a. paid a minimum of 1,000 hours during the applicable plan year;
- b. is in a regular FTE status position on December 31 of the applicable plan year.

The terms of the Gain Sharing Plan are determined annually by the MHS Board of Directors.

## ARTICLE 12 - LEAVES OF ABSENCE

12.1 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. A leave of absence begins on the first day of absence from work.

12.2 Family Leave.

a. State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. An employee on family leave not exceeding twelve (12) weeks from the date of first absence from work shall be entitled to return to his or her prior position (same department and unit if applicable, shift and FTE status). If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening in his/her job classification consistent with Section 5.8, Job Openings. Family leave

shall be consistent with and subject to the conditions and limitations set forth by state law (Washington Family Leave Law, 1989)

b. Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1,250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law or this Agreement, the leaves shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The employee must use any accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

12.2.1 Leave Combined. An employee may guarantee her position (same department or unit if applicable, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave.

12.3 Health Leave. After one (1) year of continuous employment, a leave of absence shall be granted for health reasons for those employees not eligible for family leave (13.2) upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits. If the employee's absence from work for health reasons does not exceed eight (8) weeks, the employee shall return to work to the same department and unit if applicable, 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 in his/her job classification consistent with Section 5.8, Job Openings. The employee shall use previously accrued EIT and PTO to the extent accrued during this health leave of absence. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required of the position.

12.4 Maternity Leave. A leave of absence shall be granted upon request of the employee for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work to the same department and unit if applicable, shift and former full-time or part-time status. Thereafter for

the duration of the six (6) months leave, upon requesting return to work, the employee shall be offered the first available opening in his/her job classification consistent with Section 5.8, Job Openings. The employee shall use previously accrued EIT during the period of disability and PTO to the extent accrued during the maternity leave. Subject to eligibility requirements, medical insurance coverage will be continued while the employee is in a paid status, unless coverage is provided by Family Leave, 13.3(b). 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. Employees on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the leave of absence (COBRA).

12.5 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned PTO time.

12.6 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 (for scheduled work days) or witness fee pay and their regular rate of pay. Providing appropriate advance notice has been given the Employer, employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

12.7 Compassionate Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of paid leave may be granted up to a maximum of forty (40) hours within a ten (10) day period where extensive travel is required to attend the funeral. The term immediate family includes: spouse or domestic partner (City of Seattle definition), parent, child, brother, sister, grandchild, grandparent of employee, and the in-law equivalent of parent, brother or sister.

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

12.9 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. (PTO and EIT are only accrued on the basis of compensable hours.) Leave without pay for a period in excess of thirty (30) days will result in the employee's anniversary date of employment being adjusted to reflect the period of leave. Notwithstanding any other provisions in this article, before changing to leave without pay status, an employee must use any accrued paid time for which the employee is eligible (e.g. PTO, EIT).

12.10 Return from Leave. Unless otherwise provided for herein, 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 in his or her job classification consistent with Section 5.8, Job Openings.

### ARTICLE 13 - STAFF DEVELOPMENT

13.1 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.

13.2 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. The functions of inservice education shall be:

- a. to promote the safe and intelligent care of the patient;
- b. to develop staff potential; and
- c. to create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be suggested and prioritized by the Labor/Management Committee. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Employees required by the Employer to attend inservice education during off-duty hours will be paid at the regular rate of pay or overtime, if applicable. The Employer will make a good faith effort to provide contact hours for continuing education programs.

13.3 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.

13.4 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.

13.5 Paid Educational Leave Time. After completion of the probationary period, regular employees may request paid leave for educational and continuing education purposes, including Union-sponsored training as provided for in Section 3.2, providing such leave time shall be subject to budgetary considerations, scheduling requirements of the Employer, and approval by the Employer of the subject matter to be studied. Educational leave time shall not exceed a total

of three (3) calendar days per year, shall be prorated for part-time status, may be used on an hourly basis and shall not be carried over from one calendar year to the next.

13.5.1 Continuing Education for Technical Employees. Full-time Technical employees shall be allowed five hundred dollars (\$500) per calendar year (prorated by FTE for part time employees) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Funds accrued during one (1) calendar year must be used prior to the completion of the following calendar year.

#### 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 eight (8) representatives of the Employer and not more than eight (8) 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 at a mutually agreeable time.

14.2 Health and Safety Committee. The Hospital will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures for the work place and its employees. The Committee shall include three (3) bargaining unit employees, not more than one (1) from any department. All bargaining unit employees who serve on the Committee will be appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

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 may 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 15 when they are members of the committee, are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees.

#### ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 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 as a general proposition matters be addressed informally wherever possible between the employee and the employee's manager prior to filing a formal grievance.

15.2 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 Section 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.

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

Step 1 .            Manager/Director.

If an employee has a grievance, the employee shall meet with the employee's manager/director 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, a representative of the Human Resources Department, or designee, may also be present at this Step 1 meeting. Upon receipt thereof, the manager/director shall attempt to resolve the problem and shall respond in writing to the employee within ten (10) calendar days following receipt of the written grievance or the meeting between the manager/director and the grievant, whichever is later.

Step 2.            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 manager/director's decision. A meeting 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, representative of the Human Resources Department, 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.            President.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the President (and/or designee) within seven (7) calendar days of the Step 2 decision. The President (and/or designee) shall meet with the employee and the Union Delegate/Representative within fourteen (14) calendar days of receipt of the Step 2 grievance for the purpose of resolving the grievance. The President (or designee) shall issue a written response within seven (7) 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 President or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees 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, and the Arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. 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 for an Award issued on a timely basis 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.

15.4 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.

15.5 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.

15.6 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 and shall not be subject to arbitration.

#### ARTICLE 16 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, 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 17 - 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, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, 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 strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

#### ARTICLE 18 - GENERAL PROVISIONS

18.1 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 negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

18.3 Past Practices. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

18.4 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 19 – DURATION

This Agreement shall become effective October 1, 2008 and shall remain in full force and effect to and including September 30, 2011 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of October, 2008.

MULTICARE HEALTH SYSTEM/  
GOOD SAMARITAN HOSPITAL

SEIU HEALTHCARE 1199NW

\_\_\_\_\_  
William T. Greenheck, Vice President  
MultiCare Health System

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

\_\_\_\_\_  
Jody Lynn Smith  
Director, HR- Labor & Employee Relations

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

## GOOD SAMARITAN HOSPITAL

### APPENDIX B

#### 10-HOUR SHIFT WORK SCHEDULE

1. Work Schedule. 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) hour shifts per week.
2. Overtime. 10-hour employees shall be paid overtime compensation 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.
3. Shift Differential. 10-hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for the actual hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 07:00 shall be paid a night shift differential for the actual hours worked on the third shift.
4. Work on Holidays. 10-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 for all hours worked on the holiday. Employees shall have the option of also electing to be paid for ten (10) hours of accrued PTO at the regular rate of pay in addition to the time and one-half (1 1/2) premium pay for working on the holiday.
5. PTO/EIT. For purposes of PTO and EIT, ten (10) hours constitutes one (1) workday.
6. Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten and one-half (10 1/2) hours off duty between shifts. In the event an employee is required to work with less than ten and one-half (10 1/2) hours off duty between shifts, all time worked within this ten and one-half (10 1/2) hour period shall be paid at time and one-half (1 1/2), or for a minimum of five (5) hours, whichever is greater. This section shall not apply to standby and callback assignments performed pursuant to Article 9.

# GOOD SAMARITAN HOSPITAL

## APPENDIX C

### 12-HOUR SHIFT WORK SCHEDULE

1. Work Schedule. 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. Overtime. 12-hour employees shall be paid overtime compensation 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. Double time (2X) will be paid after the fourteenth (14th) consecutive hour.
3. Shift Differential. 12-hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for the actual hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 07:00 shall be paid a night shift differential for the actual hours worked on the third shift. Effective the first full pay period after March 31, 2009, if the majority of the hours of an employee's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that employee and the employee shall receive shift differential for the entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the employee's regular rate of pay.
4. Work on Holidays. 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 for all hours worked on the holiday. Employees shall have the option of also electing to be paid for twelve (12) hours of accrued PTO at the regular rate of pay in addition to the time and one-half (1 1/2) premium pay for working on the holiday.
5. PTO/EIT. For purposes of PTO and EIT, twelve (12) hours constitutes one (1) workday.
6. Rest Between Shifts. 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. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 1/2), or for a minimum of five (5) hours, whichever is greater. This section shall not apply to standby and callback assignments performed pursuant to Article 9.

## GOOD SAMARITAN HOSPITAL

### APPENDIX D

#### 16-HOUR SHIFT WEEKEND WORK SCHEDULE

1. Work Schedule. A "16-hour, weekend" work schedule shall refer to any employee who has voluntarily signed a 16-hour shift weekend innovative schedule agreement and is regularly scheduled to work two (2) sixteen (16) hour shifts per weekend.
2. Compensation. Employees who work a 16-hour weekend shift shall be paid at the regular rate of pay for the first twelve (12) hours and double times (2x) for the last four (4) hours of work.
3. Overtime. Employees who work in excess of sixteen (16) hours in any day will be paid for the excess work hours at the rate of double (2x) their regular pay rate. Employees who work in excess of forty (40) hours within a work week will be paid at one and one-half (1 1/2) times the regular hourly rate of pay.
4. Shift Differential. 16-hour employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for the actual hours worked on the second (3:00 pm. - 11:00 p.m.) shift. Employees working four (4) or more hours between the hours of 23:00 and 07:00 shall be paid a night shift differential for the actual hours worked on the third (11 p.m. - 7 a.m.) shift.
5. Work on Holidays. 16-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 for the first twelve (12) hours of the 16-hour shift and double time (2x) thereafter. Employees shall have the option of also electing to be paid for sixteen (16) hours of accrued PTO at the regular rate of pay in addition to the time and one-half (1 1/2) premium pay for working on the holiday.
6. PTO/EIT. For purposes of PTO and EIT, sixteen (16) hours constitutes one (1) workday.
7. Rest Between Shifts. The rest between shifts provisions of the collective bargaining agreement (9.7) shall not apply to the 16-hour weekend work schedule.

# GOOD SAMARITAN HOSPITAL

## APPENDIX E

### "40-HOUR" ALTERNATIVE WORK SCHEDULE

Employees who are interested in pursuing a more flexible work day or work week schedule may utilize the 40-hour alternate work week schedule as a means for providing this flexibility. Provided business needs are met, this alternate work schedule allows the employee to shorten one work day and lengthen the next work day without incurring overtime, provided the employee has not exceeded the forty (40) hours maximum for the week. If an employee is allowed to leave early, but ends up not being able to make up the missed time by the end of the work week, the missed hours would be considered unpaid time. If the employee stays late, but ends up not being able to flex their schedule and leave early during the rest of the work week, any additional hours would need to be recorded as overtime.

Work Schedule. A "40-hour" alternative work schedule employee shall refer to any employee who has voluntarily signed a 40-hour alternative work schedule agreement (PAR) and is regularly scheduled to work a flexible daily work schedule, generally forty (40) hours per week.

Work Week. The work week for an alternative work schedule is defined as forty (40) hours and begins 7:00 a.m. Monday and ends the following Monday at 7:00 a.m., seven days subsequent.

Overtime. In accordance with the Federal Labor Standards Act (FLSA), all hours worked in excess of forty (40) in a week are paid as overtime. Any employee working a forty (40) hour alternative work schedule waives the right to double time (2x) pay for hours worked in excess of twelve (12) consecutive hours within a twenty-four (24) hour period, and the double time provisions of Section 7.5 of the collective bargaining agreement shall not apply.

Alternate Work Schedule Procedure. Employees who individually request and volunteer for an alternate work schedule shall sign a PAR agreeing to the provisions of this work schedule. Employees are not allowed to switch back and forth between work week schedules more often than once every six (6) months. The Manager must approve the request and forward the signed PAR to Human Resources for coordination of the schedule with Payroll.

Rest Between Shifts. Section 7.9 of the collective bargaining agreement shall not apply to this forty (40) hour alternative schedule.

## GOOD SAMARITAN HOSPITAL

### APPENDIX F

#### 7/70 WORK SCHEDULE

The parties agree that the Employer may institute a 7/70 schedule by individual agreement with employees covered by this Agreement.

1. This schedule will be seven (7) consecutive days, ten (10) hours per day on duty, with an unpaid half hour meal break, with the following seven (7) days off.
2. Under this staffing pattern, the work week will be forty (40) hours during one (1) weekly pay period and thirty (30) hours during the next weekly pay period, for a total of seventy (70) hours on duty. Compensation will be based upon eighty (80) hours each two (2) calendar weeks. The ten (10) hours' extra compensation will be in lieu of PTO benefits specified in the basic Employment Agreement, and in recognition of the 7/70 scheduling. Employees will not be entitled to any additional compensation benefits whatsoever for PTO so long as they work this 7/70 schedule; provided, however, that 7/70 employees who work on one of the holidays specified for premium pay in Section 10.5 of this Agreement shall receive a holiday premium equivalent to fifty percent (50%) of their regular straight-time rate of pay for all hours worked on the specified holiday in addition to their regular compensation for work on such a day (i.e., an employee who works ten hours on Christmas Day shall receive a holiday premium of five hours' additional pay). Section 10.5.1 of this Agreement shall apply to employees in the 7/70 schedule.
3. Employees working a 7/70 schedule may make a one-time election to receive seventy (70) hours' pay at the regular rate for their classification, plus appropriate PTO benefits based on each employee's seniority and hours of work at Good Samaritan. This election to receive regular pay and PTO benefits in lieu of the higher rate of pay established by Paragraph 2 above must be made within the first ten (10) days of employment under the 7/70 schedule. Thereafter, no change in compensation programs for the 7/70 schedule shall be granted during the life of this Agreement.
4. Employees working the 7/70 schedule will not be entitled to any additional compensation for working seven (7) consecutive days.
5. 7/70 employees will accrue EIT benefits at the rate of four (4) hours for each 173.3 hours worked.
6. 7/70 employees will continue to receive the same medical and dental insurance coverage

as a regular full-time employee and the usual hourly shift differential based upon a ten (10) hour day.

7. 7/70 employees will receive overtime pay at one and one-half (1 1/2) times the normal hourly rate of pay if (a) required to work more than seven (7) consecutive days to provide emergency relief from illness, unscheduled absences or similar staffing problems, or (b) required to work fifteen (15) minutes or more longer than the normal ten (10) hour work day.
8. This 7/70 schedule and the above-related terms and conditions may be inconsistent with certain provisions of the basic Employment Agreement between the parties, particularly Articles 4, 7, 9 and 10 those provisions are waived and this Appendix F is controlling wherever such conflict arises.