

COLLECTIVE BARGAINING AGREEMENT

by and between

**SEIU Healthcare 1199NW,
HOSPITAL AND HEALTH CARE
EMPLOYEES UNION
SEIU**

and

**WEST SEATTLE
PSYCHIATRIC HOSPITAL**

-March 31, 2007 to March 31, 2009

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PREAMBLE

This Agreement is made and entered into by and between West Seattle Psychiatric Hospital, hereinafter referred to as the Employer or Hospital, and District 1199NW, Hospital and Health Care Employees Union, SEIU, 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 Recognition

West Seattle Psychiatric Hospital recognizes District 1199 Northwest, Hospital and Health Care Employees Union, SEIU, as the sole and exclusive bargaining representative for the bargaining unit certified in the Certification of Representative issued by the NLRB on August 27, 1997 in Case No. 19-RC-13447.

1.2 New Classifications

New job classifications established during the term of this Agreement will be covered by this Agreement unless they are not within the Union's jurisdiction established by the description of its bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer.

ARTICLE 2 - MEMBERSHIP

2.1 Membership

All employees covered by this Agreement shall be required within thirty-one (31) days of the effective date of this Agreement, as a condition of continuing employment, to become and remain members of the Union in good standing or agree to pay the Union a fair share/representation fee. Employees who are already members of the Union in good standing, shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed employees shall make application to join the Union within thirty-one (31) days following their date of hire and shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement or agree to pay the Union a fair share/representation fee. Good standing is herein defined as the tendering of Union dues, initiation fees or a fair share/representation fee on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union, unless the employee fulfills the membership obligation set forth in this Agreement. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Hospital will notify employees of the membership requirement at the time of hire.

2.1.2 Religious Objector

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 organization. These religious objections and decisions and non-religious charitable organizations must be documented and declared in writing. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.3 Hold Harmless

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

2.2 Bargaining Unit Roster

Upon signing this agreement and quarterly thereafter; the Employer shall provide the union with a list of all bargaining unit employees including their addresses, social security numbers, hire dates, FTE's, hourly rate, unit, shift and job classifications.

Each month the Employer shall send a list of new hires including their addresses, social security numbers, hire dates, FTE's, hourly rate, unit, shift and job classifications. Each month the Employer shall also send a list of employees who are no longer employed in the bargaining unit which includes their FTE status.

2.3 Dues Deduction

During the term of this Agreement, the Employer shall deduct dues or representation fees monthly from the pay of each member of the Union who voluntarily executes a dues deduction authorization form. Upon request of the Union, the Employer will deduct an initiation fee from the pay of each member who authorizes it. When filed with the Employer, the authorization form will be honored in accordance with its terms. A roster of all employees using payroll deduction, including name, social security number, gross wages and actual hours worked per pay period, initiation fees, dues deducted and year-to-date dues deducted will be promptly transmitted to the Union monthly with a check payable to its order no later than the 15th of each month. 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 or representation fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.4 Voluntary Political Action Fund Deduction

To be implemented in 2002, based upon system requirements and capability, 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. The parties acknowledge that the responsibility of providing and distributing the forms to employees lies solely with the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

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

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Union Access

The Employer agrees that an authorized Union representative shall have reasonable access to the Hospital where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance, provided that the Union representative first makes arrangements with the Hospital Administrator or designee as to which areas he/she wishes to visit and the purpose of the visit. Union representatives shall be allowed access to the floor for the above purposes in the event that all other possibilities have been exhausted; in such circumstances the Union representative shall observe the same principles of patient confidentiality as observed by employees. Such visitation shall be conducted in a manner which will not be disruptive to the operation of the Employer or patient care.

3.2 Facility Use

Upon approval of the Employer, the Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the Employer and space is available in non-patient care areas.

3.3 Union Delegates

A list of Union Delegates from the bargaining unit shall be provided to the Employer. The parties acknowledge the general proposition that Union business performed by the Union delegates in conducting grievance investigation and resolution through Step 3 of the grievance procedure will be conducted during non-working hours (e.g., breaks, lunch periods, before and after shift) when practicable. When it is not practical or reasonable to transact such business during non-working periods, Union delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirement of patient care. Subject to advance notice and scheduling, Union Officers, Delegates, and Contract Committee members may use one (1) day per calendar year of their education leave time to attend Union sponsored training in leadership, representation and dispute resolution.

3.4 Bulletin Boards

Bulletin boards in prominent locations in each work area shall be designated for the Union's use.

3.5 Contract Distribution

The Employer shall distribute a copy of this Agreement to all newly hired employees. The Union will provide copies of the Agreement.

3.6 Negotiations Release Time

The Employer agrees that it will provide paid release time for up to six (6) Union negotiating team members participating in contract negotiations providing that: (1) at least five (5) days of advance notice is provided by the Union of the identity of the employees who will be attending the negotiations; (2) time spent on contract negotiations at the table or in caucus shall not be construed as "time worked" for purposes for determining overtime; and (3) the aggregate amount of paid negotiation's time shall not exceed 192 hours, the number of hours can be extended by mutual agreement.

3.7 Orientation

Union delegate(s) or designee(s) will be provided fifteen (15) minutes paid time during the orientation with new employees.

ARTICLE 4 - DEFINITIONS

4.1 Probationary Employees

All newly hired employees shall serve a ninety (90) calendar day probationary period. After completing the applicable probationary period, the employee shall be considered

regular unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. Unless otherwise agreed to by both parties the probationary period shall not exceed six (6) months. Prior to extending the probationary period, the employee shall receive a written evaluation.

4.2 Regular Full-time Employee

Any employee who is regularly scheduled and works forty (40) hours per week or eighty (80) hours per fourteen day period.

4.3 Regular Part-time Employee

Any employee who is regularly scheduled and works less than forty (40) hours per week.

4.4 On-Call Employee

An employee hired to work during any period when additional work requires a temporarily augmented workforce in the event of any emergency, employee absenteeism, special project, or to provide coverage for an authorized leave of absence and is so informed at the time of hire, on-call employees shall be paid in accordance with the wage rates set forth in Appendix A in addition to the premium in lieu of benefits per Article 9.4. On-call employees shall be eligible for weekend and shift differential pay. On-call employees will not be regularly utilized in lieu of creating or filling regular full-time or part-time positions. On call employees may be required to work at least one Prime-time holiday as defined in Article 10.10.

4.5 Charge Nurse

A registered or licensed practical nurse who is assigned the responsibility of an organized unit. The Employer shall define the definition of an "organized unit". It is understood that units may be combined when appropriate due to care considerations, as determined by the Employer. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments. In addition, permanent charge nurses will be paid a differential of three dollars (\$3.00) per hour over the regular rate of pay, and assigned or relief charge nurses will be paid a differential of \$1.50 per hour over the regular rate of pay.

4.6 Fringe Benefits

For purposes of this Agreement, fringe benefits are defined as annual leave, insurance coverage (medical, dental, life, etc.), 401k and pension coverage, education funds, and any leave provided for in this Agreement.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 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.

5.2 Work Period

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

5.3 Rest Periods/Meal Breaks

Employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required 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 receive a paid rest period of fifteen (15) minutes for each four (4) hours of working time.

5.4 Regular Rate of Pay

The regular rate of pay shall be defined to include the employee's hourly wage rate, shift differential and the wage premium in lieu of benefits for employees selecting that optional method of compensation.

5.5 Overtime

All employees shall be paid overtime at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all time worked beyond the normal work day or normal work period. Time paid for, but not worked, shall not count as time worked for purposes of computing overtime pay.

5.6 Work Schedules

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours or work set forth on the posted work schedules may be changed only by mutual consent.

5.7 Report Pay (unless otherwise notified in advance)

employees who report for work as scheduled and are released from duty by the Employer because of low census shall have the option of receiving two (2) hours of pay at their regular rate and going home, or working four (4) hours and being paid for four (4) hours.

5.8 Weekend Work

The Employer will make a good faith effort to schedule all regular full and part-time employees for every other weekend off. In the event an employee works two 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 weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends or request more frequent weekend duty.

5.9 Twelve Hours Off Duty

In scheduling work assignments, the Employer will make a good faith effort to provide

each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2) regular rate of pay.

5.10 Rotation of Shifts

There shall be no regularly scheduled rotation of shifts except by mutual agreement between the Employer and employee.

5.11 Scheduling Unfilled Shifts

At least ten (10) days prior to posting the monthly work schedules, the scheduler will post the unfilled shifts. Employees must submit their monthly availability in writing or by fax to the staffing office at least five (5) days prior to the posting of the monthly work schedule. The staffing office will rely only on those written availability submissions in finalizing the monthly schedule. Part-time employees and on-call employees, by job classification, will request preferences for the unfilled shifts.

By seniority, part-time employees will be assigned up to three (3) shifts of their choice before going to the next employee on the list. If unfilled shifts are still available, on-call employees, by seniority (date of hire) will be assigned up to three (3) shifts of their choice before going to the next employee on the list. This process will be repeated until all vacant shifts are scheduled. The employer may consider overtime prior to making any final scheduling decisions. If scheduling a part-time or on-call employee results in overtime, then that employee is placed below the other employees in the priority order for being offered shifts. Each month, the list will start with the most senior part-time and on-call employees by job classification and repeat the process for filling open shifts as per the process above.

Once the monthly schedule is posted, the Hospital will rely on the “immediate” scheduling process for filling shifts.

For daily or immediate scheduling needs, the Monthly Staff Availability List of part-time, on-call and full-time employees, by job classification and date of hire, will be utilized. The list will designate what staff are available for each individual day. As the need arises, the part-time employees and then the on-call employees and then the full-time employees (in this order) will be offered the shift, proceeding through each list in descending order of seniority, until the shifts are scheduled. At the time the employee is offered the shift, the employee must accept or decline the shift within five (5) minutes. If they decline the shift, the scheduler will proceed through the list. If scheduling the senior employee would result in overtime, the senior employee will be placed at the end of the list. However, in the event that a double shift cannot be avoided to fill the shift, double shifts will first be offered to full-time, part-time and then on-call employees (in this order) by job classification and seniority.

5.12 Alternative Work Schedule

An alternative work schedule is defined as a work schedule that requires a change,

modification or waiver of any provisions of this Employment Agreement.

Alternative work schedule may be established in writing by mutual agreement between the Hospital and the employee involved.

Prior to implementation of a new alternative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule.

Where alternative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour day schedule or work schedule which was in effect immediately prior to the alternative work schedule, after at least forty-five (45) days advance notice to the employee, or pay in lieu of notice.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Nondiscrimination

In conformance with applicable Federal, State and local discrimination laws, neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin, sex, age, disability, marital status, veteran status, political affiliation or sexual orientation.

6.2 Nondiscrimination - Union Activities

The Employer will not discriminate against any employee covered by this Agreement because membership in the Union or activities on behalf of the Union.

6.3 Notice of Resignation or Transfer

Non-clinical Employees will provide a minimum of fourteen (14) days written notice of resignation or transfer from full-time or part-time status to on-call. Clinical Employees are strongly encouraged to give at least thirty (30) days written notice of resignation or transfer from full-time or part-time status to on-call status, but in no event shall give less than twenty-one (21) days notice. The Employer, at its discretion, will give consideration to situations that would make such notice by the employee impossible.

6.4 Notice of Termination

Employees who have completed the required probationary period shall receive at least fourteen (14) days notice of termination or pay in lieu thereof (prorated for part-time employees). Employees terminated for Just Cause will not receive pay in lieu of notice.

6.5 Compensation on Termination/Resignation

Upon termination, resignation, retirement or transfer, following at least ninety days of employment, employees will be paid for all accrued paid leave; provided that appropriate notice was given.

6.6 Discipline/Discharge

The Employer has the right to establish standards of conduct as posted in Human Resources Manual. No employee shall be discharged except for just cause. Just cause shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and suspension). The Employer and the Union agree that the intent of progressive discipline is to provide an objective mechanism to assist the employee with performance improvement. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged for just cause shall be entitled to utilize the grievance procedure. The Employer will notify the Union in writing within two (2) working days after any notice of discharge, suspension, or written warning. The failure to provide such notice shall not affect such discharge, suspension or written warning, but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who is to be disciplined or terminated to request the presence of a union representative at an interview with the Employer. The Employer will delay the interview for a reasonable period of time in order to allow a union representative an opportunity to attend, but in no event shall that delay be for more than two (2) business days unless mutually extended.

6.7 Personnel File

Employees shall have reasonable access to their personnel file within three (3) business days following their request for the file. Conditions of hiring, termination, change in status, pay or shift, and leaves of absence shall be in writing with a copy to the employee. An employee will be given a copy of all evaluations, commendations and disciplinary actions to be placed in their personnel file prior to placement. Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

6.8 Job Posting

When a bargaining unit job opening or vacancy occurs, notice of such position shall be posted in the Personnel Department and the Hospital for a period of not less than seven (7) calendar days before the position is filled. The posting shall indicate the salary range for the position, the required or preferred minimum academic attainments and/or experience, and the supervisor to whom the interested employee should apply. Providing that skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria, the position shall be filled in the following order of priority:

1. Regular employees by bargaining unit seniority;
2. On-call employees by date of hire;
3. External candidates.

6.9 Promotions

An employee who is promoted shall serve a sixty (60) day review period in his/her new

assignment. The employee shall receive an evaluation at the end of the sixty (60) day period. The review period may be extended by mutual agreement between the employee and the Employer for a period of up to thirty (30) more days.

If an employee chooses to be or is removed from the new job within the review period, he/she shall be returned to his/her former job without loss of seniority or other benefits provided that the 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 and will be placed on the recall roster and provided with recall rights in accordance with Article 7.

6.10 Parking

The Employer will provide parking at no cost to employees in areas designated by the Employer.

6.11 Floating

The Employer retains the right to change the employee's daily work assignment to meet patient care needs. Employees will not be required to perform tasks or procedures for which they have not been currently trained. Except in cases of emergency, employees will only be floated to those areas where they have received adequate in-service and orientation.

6.12 Low Census

Low census is defined as a decline in patient care requirements resulting in a need for a temporary staff reduction. During temporary periods of low census, the Employer will first float personnel to meet staffing needs and next ask for volunteers to take time off before implementing the reduced staffing schedule. In the event of mandatory low census, the Employer will first release registry employees, employees scheduled to work overtime, on-call employees, and part-time employees scheduled for extra shifts. In the event, there is still a need to reduce staff, the Employer will rotate low census equitably among employees as is possible. Employees who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census hours taken shall be considered hours paid for the accrual of all benefits.

ARTICLE 7 - SENIORITY/LAYOFF/RECALL

7.1 Definition

Seniority shall be defined as the length of time an employee has been employed by the Employer based on the most recent date of hire into a bargaining unit job classification as a regular employee. On occasion, employees with previous, continuous experience with the Employer in one job classification may be promoted to a job classification requiring higher qualifications (e.g. state licensing). For purposes of layoff and recall, employees will be credited with seniority for one third of the time worked in the previous job classification. All other internal transfers will be credited with full

seniority.

7.2 Application of Seniority

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor; provided that skill, competence, ability, and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria.

7.3 Probationary Period

Seniority benefits 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 the most recent date of hire as a regular employee.

7.4 Loss of Seniority

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Discharge.
- c. Retirement.
- d. Layoff/ Recall roster of more than twelve (12) months per Article 7.
- e. Absence for any other reason which exceeds three (3) months not approved by the Employer.
- f. Failure to provide the notice described in Article 6.3.
- g. On-call employees who apply for full-time or part-time employment and are hired, will lose the seniority they acquired while on-call.
- h. Regular full-time or part-time employees who give appropriate notice and transfer to on-call status and thereafter apply for and are hired as full-time or part-time employees reinstated, providing their employment with the Employer is continuous.

7.5 Layoff Defined

A layoff is defined as the anticipated permanent or prolonged reduction in the number of positions within the Hospital, within a shift, and/or within job classifications.

7.6 Notice

If a layoff is determined to be necessary, the Employer shall provide at least thirty (30) days advance written notice of the layoff to both the Union and to all affected employees.

7.7 Vacant Positions

Any vacant (open) positions of the affected job classifications will not be filled during the period beginning with the notice of layoff to the date of the layoff.

7.8 Rosters

If a layoff is announced, a current seniority roster including job classifications, names, dates of hire, job locations, and hours per week shall be posted in a prominent place at

every work-site, along with vacant positions, with a copy provided to the Union.

7.9 Order of Layoff

The following procedure shall apply to any layoff:

1. In the event of a layoff, the Employer shall first determine the job title to be affected by the layoff. Provided that skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria, the least senior employee shall be laid off.
2. Volunteers: Prior to implementing the provisions of the layoff procedure, the Employer will first seek volunteers for layoff from among those employees who work within the affected group to be reduced. Employees who volunteer for layoff will be eligible for recall rights under Article 7.14.

7.10 Reassignment

Any reassignment of shifts or units following a layoff will be done by seniority providing that skill, competence, ability, and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria.

7.10 (a) Re: Unit Reassignment

West Seattle Psychiatric Hospital and SEIU District 1199NW have a mutual interest in maintaining an efficient and orderly operation. In emergency conditions involving patient care and low census conditions, employees float to temporary assignments to meet the emergency needs. In the event of the following conditions: (1) A permanent or prolonged reduction of FTEs within a job classification on a hospital unit; AND (2) Vacancies or a need to increase FTEs within the same job classification on another hospital unit; AND (3) No reduction in the total number of FTEs within the same job classification in the hospital, the following steps will be taken:

1. Volunteers: Prior to implementing art involuntary reassignment, the Employer will seek volunteers for the new unit assignment.
2. Seniority: Providing that skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria, any reassignment will be done by seniority within the affected unit and shift.
3. In the event the Employer needs to change FTEs or shifts and there are no volunteers, the Employer may notify the Labor Management Committee and meet for the purpose of reviewing reassignment options and their impacts.
4. Employees will have the following options in lieu of involuntary unit reassignment: (a) Assume a vacant position elsewhere in the Hospital as per Article 7.12, or (b) Recall rights as per Article 7.14.
5. If an involuntary reassignment is necessary, the Employer will provide a minimum of 30 days notice to the affected employees and the Union.
6. Upon request, the Employer and the Union will meet for the

purpose of reviewing the unit reassignment process.

7.11 Comparable Employment

For purposes of this Article, comparable employment shall be defined to include a job with the same rate of pay, same hours of work and location within the same job classification.

7.12 Layoff Options

Affected employees who have completed their probationary period shall be eligible for recall rights under Article 7.14 or shall be able to assume a vacant position on a seniority basis within the Hospital; providing that skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria.

7.13 Reduction in Hours

If a reduction in FTE is determined by the Employer to be necessary, the Employer will first ask for volunteers from the unit, shift and job classification where changes are needed. When involuntary reductions are-needed, it will be done by seniority; providing that skill, competence, ability, and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria. Any employee subjected to involuntary hour's reduction that is more than a 0.2 FTE or results in the loss of employee benefits will be placed on the recall roster per section 7.14.

7.14 Recall

An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of his/her layoff. If a vacancy occurs, employees in that job title who are on layoff shall be offered the position within the bargaining unit in the order of highest seniority first; providing that skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer, based upon objective, job relevant criteria.

As long as any employee remains on the recall roster the Employer shall not newly employ persons into the affected job classifications until a reasonable effort has been made to contact all employees holding recall rights. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit position.

It shall be the responsibility of the employee to provide the Employer with their current mailing address and telephone number. An employee on layoff offered recall must make his/her decision on whether to accept recall within two (2) calendar days after being offered recall by the Employer. If any offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster. An employee who refuses an offer of recall to comparable employment shall be terminated.

A copy of the recall roster shall be provided to the Union.

7.15 Paid Leave Cash Out

All employees who are laid off from the Hospital shall have the option of cashing out 100% of any accrued paid leave.

7.16 On-Call Work

Employees on the recall roster who are qualified shall be given preference to work on-call shifts subject to the requirements for all on-call employees at the Hospital. Acceptance of on-call work will not affect the employee's recall rights.

ARTICLE 8 - WAGES

8.1 Wage Schedule

Effective July 1, 2007, all wage rates in Appendix A shall be increased by 5.75%.
Effective July 1, 2008, all wage rates in Appendix A shall be increased by 5.75%

8.2 Longevity Increases

Longevity increases for regular full-time and part-time employees shall become effective on the employee's annual anniversary date of hire.

8.2.1 On-call Longevity increases for On-Call Employees

On-call employees who work at least one thousand forty (1040) hours per calendar year will receive one step increase every twelve (12) months.

8.3 Higher than Maximum Rates

No employee who is currently paid more than the maximum wage rate for his/her job classification shall be paid less than his/her current rate for the duration of this Agreement so long as the employee remains in that classification.

8.4 Hire-in Rates

Employees hired during the term of this Agreement shall be compensated at a salary level in accordance with the following plan:

- a. Employees with two (2) through five (5) years of continuous recent experience shall be employed at not less than Step 2.
- b. Employees with six (6) through ten (10) years of continuous recent experience shall be employed at not less than Step 3.
- c. Employees with more than ten (10) years of continuous recent experience shall be employed at not less than Step 4.
- d. For purposes of this section, continuous recent experience shall be defined as employment in a comparable mental health job classification or other relevant health care employment.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential

Employees assigned to work the second shift (3:00 p.m. to 11:00 p.m.) shall be paid a shift differential of one dollar (\$1.00) per hour over the regular hourly rate of pay.

Employees assigned to work the third shift (11:00 p.m. to 7:00 a.m.) shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour over the regular rate of pay.

Employees working cross-shifts will receive the shift differential of the shift that the majority of hours worked fall into for all hours worked.

9.2 Weekend Premium Pay

Any employee who works weekend hours shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

9.3 Promotions

A promotion shall be defined as a move from a job classification with a lower base rate to one with a higher base rate. Employees promoted to a higher classification shall be placed at that step in the new scale which pays the same or the next highest rate above the rate previously received by the promoted employee. Future advances in steps shall occur on the employee's date of hire anniversary.

9.4 Wage Premium in Lieu of Benefits

In lieu of all fringe benefits provided for in this Agreement except for shift differential pay, weekend premium pay, report pay, and longevity steps, full-time and part-time employees may elect a twelve percent (12%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer. Employees will be given advance notice of election dates.

9.5 Mental Health Advocacy Days

The Employer shall create a pool of fifty-five (55) paid leave days, which shall be designated as "Mental Health Advocacy Days" (MHA Days) for use during the term of this Agreement for issues in both parties' interest. The Union shall provide the Employer at least twenty-one (21) days written notice of the MHA days and the identity of the employee(s) who are requesting the leave. If requested by either party, during that twenty-one (21) day period, the parties shall meet and confer in a collaborative way about the nature of the Union's MHA day activities. Either party may suggest issues for advocacy.

Taking an MHA leave shall be subject to the Employer's approval based on scheduling, staffing and client needs. The Employer shall use good faith in accommodating the Union's request for MHA days.

For purposes of determining the pay an employee shall receive for MHA day leave, pay shall be the amount the employee would have received had she/he worked their regularly scheduled shift on the MHA day. Time spent on MHA day activities shall not be construed as “time worked” for purposes of determining overtime. MHA days shall not be used for participating in or supporting any labor dispute or economic action against the Employer or any other employer(s). MHA days must be taken in full-day increments.

ARTICLE 10- ANNUAL LEAVE

10.1 Annual Leave

Leave benefits shall be earned from date of hire (anniversary date). Leave may be used for vacation and sick leave.

Accumulation

Leave hours shall accrue only on the regular work schedule including low census hours: it does not accrue on overtime hours.

Regular part-time employees who work 20 hours or more each week will receive pro-rated leave. Temporary, contract or on-call employees do not accrue leave.

All regular full time employees (40 hours per week) will accrue leave per the following schedule:

For twenty-four hour/seven day per week staff the Schedule includes eight (8) days of holiday accruals

STARTING DATE THRU 1ST ANNIV	30 days
2 ND ANNIV THRU 3RD ANNIV	35 days
4TH ANNIV THRU 5TH ANNIV	37 days
6TH ANNIV AND THEREAFTER	40 days

10.2 Use of Annual Leave

Following completion of the ninety (90) day probationary period annual leave may be used for vacation, holidays, low census, or other personal reasons and, in the event of personal illness or injury and/or convalescence, medical, dental, and optical appointments, or to care for an ill member of the immediate family. Annual leave pay shall be the amount which the employee would have earned had the employee worked during that period at the employee's regular hourly rate of pay, plus shift differential if regularly scheduled on second or third shifts.

10.2.1 Donation of Annual Leave

In exceptional circumstances and subject to the Employer's discretion regarding the criteria for this section, an employee may be granted permission to donate a portion of the

employee's accrued and unused Annual leave hours to an eligible co-worker who has depleted all Annual leave due to a catastrophic or extended illness or injury.

10.2.2 Criteria for Donating Annual Leave

Employee's donating accrued Annual leave hours must retain a minimum of (80) hours of Annual leave following their donation. Donations will be processed by forms developed by the Personnel Department. Annual leave hours may be donated only to help supplement the receiving employee's base pay for otherwise regularly scheduled shifts. Donated Annual leave hours will be calculated on an hour for hour basis by the Personnel Department.

10.2.3 Criteria for Receiving Donated Annual Leave Hours

Employee's receiving donated hours must have already exhausted all of his or her own Annual leave hours due to a catastrophic or extended illness or injury. Donated Annual leave hours that are received will be paid at the receiving employee's Annual leave pay rate. Any unused donated Annual leave hours will not be returned to the employee(s) who donated the hours nor credited to the employee receiving the donated Annual leave hours.

10.3 Scheduling

Leave scheduling is the responsibility of the supervisor who approves all leave usage. Employees shall be required to schedule one to three (1-3) days of leave at least five (5) working days before planned usage. The Employer will respond no less than three (3) business days regarding the request. If the employee requests four (4) or more days of annual leave the request must be given to the supervisor by the fifteenth (15th) day of the previous month. The will respond to the request no less than five (5) business days.

10.4 Termination

Upon proper notice termination, resignation, or retirement, following at least ninety (90) days of employment, all accumulated leave earned shall be paid at the employee's regular rate of pay, plus shift differential if regularly schedule on second or third shifts.

10.5 Annual Leave Carry Over

Annual leave may be carried over to the following year up to a maximum of two hundred (200) hours, except under exceptional circumstances when approved in writing in advance by the appropriate supervisor.

10.6 Holidays

All regular, benefited full-time and part-time employees who work 20 hours or more shall receive holiday pay for each of eight (8) holidays. They are:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Regular full time employees receive eight (8) hours pay for each holiday. Regular part-time staff are paid a prorated amount based on percentage of time usually worked. Staff who work 10 hour days may augment the 8 hour holiday with leave time or adjustment to the work schedule. This is subject to supervisory approval.

Holiday time for 24 hour/7 days per week in-patient staff is included in leave accruals.

10.8 Work on Holiday

All regular full-time, part-time, or on-call employees required to work on the following holidays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours worked on the holiday: Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day and Labor Day.

The Employer shall rotate holiday work among the employees to the extent possible. Holidays begin at 11:00 p.m. the day before and end at 11:00 p.m. the day of the holiday. However, December 24, 3:00 p.m. to December 25, 3:00 p.m. shall be the Christmas holiday and December 31, 3:00 p.m. to January 1, 3:00 p.m. shall be the New Year's holiday.

10.9 Holidays Affected by Schedules of Public Agencies

If an employee's work schedule is impacted by the holiday schedule of public agencies, then those affected employees will not have their work schedule adversely impacted.

10.10 Prime-Time Holiday Rotation

Prime-time holidays will be defined as New Years day, Thanksgiving, and Christmas day. Employees shall request time off for one prime-time holiday per year by seniority. Additional time off for prime-time holidays will be granted on a rotational basis.

ARTICLE 11- LEAVES OF ABSENCE

11.1 Leaves of Absence

All leaves of absence unless otherwise required by statute shall be requested from the Employer in writing as far in advance as possible stating the amount of time requested. A written reply will be given by the Employer in response to the request within thirty (30) days.

11.2 Leave Without Pay

Extended leaves of absences without pay of up to one year may be granted for personal or family needs or development opportunities. Any request for such a leave must be made in writing, stating the reason for the leave and intention to return to work at a specified date. Unless otherwise required by law, the Employer shall have the sole discretion to grant any leave requests under this paragraph and to set the conditions under which such leave may be provided. Employees on a leave without pay shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits. Absent an

agreement to the contrary, an employee on an approved leave without pay will be guaranteed his or her same position back (same shift and FTE) if the employee returns within thirty (30) days. If the approved leave without pay is for longer than 30 days the Employer will try to place the employee in the same position, or, if the position is filled, one of like status and pay. If such is not available, the employee shall be entitled to the first available opening for which the employee is qualified.

11.3 Pregnancy Disability

A leave of absence shall be granted upon request of the employee for the period of physical disability due to pregnancy or childbirth without loss of benefits accrued to the date such leave commences. If the employee's absence from work does not exceed the period of disability, absent business necessity, the employee shall return to work at their same position, FTE and shift. If the leave exceeds the period of disability, the employee, upon request, will be offered the first available opening for which the employee is qualified. The employee may use previously accrued paid leave to the extent accrued during the maternity leave. The Employer may require a statement from an advance notice licensed medical practitioner verifying the employee's health condition and the necessity for the leave and attesting to the employee's capability to perform the work required of the position.

11.4 Family Leave

A. State Law: An employee who qualifies for, and meets the requirements of, the State Family Leave Law, RCW 49.78; shall be granted a leave to care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen years without loss of benefits accrued to the date such leave commences. A leave of absence begins on the first absence from work, or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Family leave shall be unpaid except an employee shall use accrued paid leave at the beginning of the leave. Family leave must be completed within twelve months after the birth or placement for adoption. Paid time may not be interspersed throughout the employee's leave(s).

Except as otherwise permitted under RCW 78.070, an employee on family leave not exceeding twelve (12) weeks from date of first absence from work, or, in the case of childbirth, from the first day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his/her prior position. Thereafter, upon the conclusion of the employee's family leave, the employee shall be entitled to the first available position for which he/she is qualified. Such leave shall not exceed one (1) year. If both parents of the newborn or newly adopted child are employees, they shall each be entitled to twelve (12) weeks of family leave.

Alleged violations of the family leave provision shall be submitted to the grievance procedure set forth in Article 18.

B. Federal Law: Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), an eligible employee who has worked 1250 hours in the last twelve (12)

months and who meets the other requirements of the FMLA 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) 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 continue to make contributions on the behalf of the employee as though the employee was continuously employed in order to maintain the employee's health benefits during this leave and, except as otherwise permitted under the FMLA, 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 the employee's absence from work for health reasons exceeds twelve (12) weeks, the employee shall be offered the first available opening for which the employee is qualified for a period up to 6 months, or longer if there is a written agreement with a specific agreed upon return date.

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

11.5 Military Leave

Leave required in order for an employee to fulfill active duty requirements in the National Guard or in a military reserve of the United States shall be granted.

11.6 Maintenance of Seniority

Leave for industrial injury shall not alter an employee's seniority and anniversary dates of employment. Unless the employee's leave is covered by FMLA, once the employee is able to return to work, the employee shall be offered the first available bargaining unit position for which the employee is qualified at the same pay step the employee occupied at the time of the injury. Any employee whose leave exceeds one year shall be required to orient to the hospital.

11.7 Bereavement Leave

An aggregate of three (3) days of paid leave shall be granted annually for the death of a family member. An additional two (2) days may be granted annually, at the discretion of the Employer, upon approval of the supervisor/manager, where extensive travel is required to attend the funeral (in excess of 400 miles one way). This benefit shall be prorated for part-time employees. Family members are defined as: spouse, parents, siblings, grandparents, children, step parents/children, grandchildren, mother/father-in-law, domestic partner or a more distant relative if living as a member of the employee's household.

11.8 Jury Duty

Regular employees who are required to serve on jury duty on a regularly scheduled work

day, or who are called to be a witness in a legal proceeding on behalf of the Employer, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time or may use PTO. Employees will not be expected to work their scheduled shift while serving on jury duty or participating in any judicial proceeding on behalf of the Employer, but, if an employee is released from serving on a jury, the employee shall immediately call his or her supervisor and report to work if asked to do so. If jury duty extends beyond two (2) weeks, the Employer will have the discretion to compensate employees.

ARTICLE 12 - HEALTH AND WELFARE

12.1 Benefits

The Employer provides medical, dental, life, short-term disability and liability insurance for all regular employees working 20 hours per week or more. The Employer also provides state required unemployment insurance and worker's compensation. Additional group insurance and disability insurance is available at the employee's expense. In some instances, as described elsewhere in this Agreement, the benefits are prorated.

Long-term Disability Insurance: This coverage may be purchased by the employee at the time of hire. The employee may retain this benefit after termination from the Employer by notifying the insurance company and paying premiums when due. While employed by the Employer, premiums are payroll-deducted.

Unemployment Insurance: All employees are covered under the Unemployment Compensation premium. The Washington State Employment Security Department determines eligibility and benefits. Unemployment compensation is a temporary insurance plan, which partially compensates for loss of wages.

12.2 Health Insurance

The Employer will pay 100% of the cost of the individual for full-time employees effective April 1, 2007. Regular part-time Employees (working at least 20 hours per week) will be covered with the Employer through paying a pro-rated premium based on the percent of time usually worked.

Employees by authorizing a payroll deductions for premiums, may cover Dependents/spouses/domestic partners. The Employer will contribute \$125.00 per month towards dependent coverage for regular full-time employees; \$140.00 per month effective April 1, 2008. They may be covered only when the employee obtains initial coverage or during "open enrollment" in February of every year. Additions to the family through marriage, birth, or adoption may be covered within 30 days of the event. Dependent/spouse/domestic partner coverage may be dropped at any time.

Coverage begins the first day of the second month of employment if the hire date falls within the first seven days of the month. If hired after the seventh day, coverage begins

the first day of the third month.

Employees on Family/Medical leave are entitled to the same health benefits during the duration of the leave as he/she was entitled to prior to taking leave. If the leave is extended employees may maintain benefits through Cobra coverage.

When it is necessary to change insurance plans, the Employer and the Union shall meet to jointly research and select a health that is comparable to the present (2007) benefit coverage and meets the shared objective of controlling costs. In subsequent years the Employer and the Union shall utilize a similar process to address the health care benefits.

12.2.1 Dental Coverage

Effective February 1, 2008, the Employer shall offer a dental insurance plan with an annual maximum of \$2,000 and with the following coverage:

Class 1 (diagnostic and preventative care) – 100%

Class 2 (restorative fillings, oral surgery, periodontics, endodontics) – 80%

Class 3 (crowns, inlays, prosthodontics) – 50%

The plan design shall not require employees to pay money up-front for covered services and later be reimbursed. The Employer shall pay 100% of the premium for individual coverage for regular full-time employees. Regular part-time employees (working at least 20 hours per week) will be covered with the Employer through paying pro-rated dental premiums based on the percent of time actually worked.

12.3 Life Insurance

All regular staff who work 20 hours per week or more are provided group term life insurance and accidental death and dismemberment in the amount of \$15,000 each.

This policy is in effect only during the employee's term of employment.

Optional group life insurance is available to employees at employee expense once they are benefited.

12.4 Short Term Disability Insurance

The Hospital provides short-term disability insurance for all regular employees. This benefit pays 60% of weekly earnings.

12.5 Liability Insurance

All clinical staff are covered under the Employer's professional liability insurance policy from the date of hire until termination. The Employer pays for this coverage.

12.6 Auto Insurance Coverage

Employees eligible to drive the Employer's vehicles are covered under the Employer's auto insurance policy.

12.7 Pre-Tax Benefit

The Employer provides an optional pre-tax benefit plan for eligible employees (regular or part-time regular status). The IRS approved plan allows employees to allocate pre-tax income for certain allowable expenses such as medical, dental, disability insurance premiums, dependent day care, medical and dental expenses, etc. Funds are payroll deducted from the employees' gross income and are deposited into the employees' account, which is administered by an outside entity. Employees shall refer to the summary plan description provided for all participants. As stipulated by Federal Law, unclaimed funds remaining in the employee account at the end of the plan year are returned to the Employer and may not, by law, be returned to the employee. However, the employee has 60 days after the end of the plan year to access funds for services rendered during the plan year.

12.8 Workers Compensation

All employees are covered by Worker's Compensation, which provides compensation for job injuries sustained during the course of employment. Medical and dental coverage is maintained for 12 weeks as in Family/Medical leave. Beyond that, COBRA coverage is available.

12.9 401 (k) Plan

The Employer will continue to offer through March 31, 2009 all regular employees the option to participate in voluntary contributions to a 401K plan. The Employer is not required to make matching contributions.

12.10 Pension

The Employer shall contribute to the Service Employees International Union National Industry Pension Funds in the amount of one and one-half percent (1 1/2%) of each regular employee's gross pay per month.

ARTICLE 13 - EDUCATION AND PROFESSIONAL DEVELOPMENT

13.1 Education Leave

The Employer shall make training opportunities available to staff that is relevant to their areas of responsibility through in-service programs and/or training offered by outside resources. Regular full-time employees will be allowed up to twenty-four (24) hours of paid education leave (pro-rated for regular part-time employees) per calendar year for educational or professional purposes. Such leave time shall be subject to the scheduling requirements of the Employer and must be relevant to the employee's practice as determined by the Employer. Such determination will not be unreasonably applied. When an employee is required by the Employer to attend an educational or professional

function, the Employer shall pay the employee's wages and all reasonable expenses.

13.2 Education Funds

Regular full-time employees may be allowed up to one hundred and fifty dollars (\$150), with a minimum of one hundred dollars (\$100) guaranteed, per calendar year (pro-rated for regular part-time employees) to cover the costs of educational offerings, including tuition, travel expenses, hotels, meals, and other related expenses. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried over from one calendar year to the next.

13.3 Education Assistance

At its discretion, the Employer may continue to assist employees in obtaining additional education in areas related to the Hospital's mission. Regular full-time employees with at least 2 years on the job may apply for a grant for reimbursement of curriculum related expenses.

ARTICLE 14 - LABOR/MANAGEMENT COMMITTEE

14.1 Purpose of Committee

A joint Labor/Management committee shall be established 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 employees and to improve working conditions. The function of the Committee shall be to address issues of mutual concern. The Labor/Management Committee shall not amend or modify this Agreement in any way. The Committee shall meet not less than every other month or as often as deemed necessary.

14.2 Composition of Committee

The Committee shall consist of not more than four (4) representatives of the Employer and not more than six (6) employee representatives selected by the Union. The Committee will be representative of clinical areas and shifts.

14.3 Compensation

All time spent by employees on Employer-established committees where attendance is required, and all time spent by members of the joint Labor/Management Committee will be considered time worked and will be paid at the appropriate regular rate of pay.

ARTICLE 15 - HEALTH AND SAFETY

15.1 Safe Workplace

The Employer shall comply with all Federal, State, and local laws applicable to the safety and health of its employees.

15.2 Health and Safety Plan

The Employer shall maintain a security plan. The Employer shall have the sole discretion to determine the contents of the plan, except that the plan shall include security considerations relating to the physical layout, staffing, security personnel and availability, and policy and training related to appropriate responses to aggressive or violent acts.

15.3 Training

The Employer shall provide training to all employees on dealing with patients who present potential risk to employees. Training should cover discussions on how to recognize warning signs and the possible triggers of violence; appropriate professional response; and personal safety. New staff members shall receive training within the first three (3) months and annually thereafter.

15.4 Assault of an Employee

For an assault of an employee in the course of employment that results in the filing of an incident report, a debriefing meeting shall occur as soon as possible. Any participant in the debriefing may request a critical incident review meeting, in which case such a meeting shall be held within seventy-two (72) hours of the debriefing. The purpose of the meetings will be to debrief the incident, determine the needs and status of the patient, and expedite support of the staff. At the meeting, the participants will discuss the effects of the incident on staff and patients in the program.

15.5 Infectious Diseases

The Employer agrees to pay for vaccines for Hepatitis B for employees who are considered to be at high risk of exposure to blood borne pathogens. Annual tuberculosis testing is required and provided for all employees. Delousing agents for scabies, ringworm, and lice shall be provided for all bargaining unit employees who may be exposed to these infectious or communicable diseases in the performance of their job. Tests for HIV status and TB will also be provided for all bargaining unit employees who may have been exposed in the performance of their job. Additionally, flu shots will be offered to employees annually.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

Any grievance or dispute which may arise between the parties shall be submitted to the following grievance procedure.

Step 1: Employee, Union Delegate and Supervisor or designee:

The employee shall first meet with the employee's supervisor or designee and attempt to

resolve the problem immediately and in no event later than fourteen (14) calendar days after the employee knew or should have known that the grievance existed. The Union delegate shall be present, if requested by the employee. A written statement of the grievance will be presented prior to this meeting by the employee/Union delegate. The supervisor will issue a response in writing to the employee within fourteen (14) calendar days of the meeting.

Step 2: Employee, Union Representative and Department Director or designee:

If the matter is not resolved to the employee's satisfaction in Step 1, the employee shall reduce the grievance to writing and shall present same to the Department Director or designee within seven (7) calendar days of the immediate supervisor's decision. A conference between the employee (and the Union representative, if requested by the employee) and the Nurse Executive will be held within seven (7) calendar days for the purpose of resolving the grievance. The Department director or designee shall issue a written reply within fourteen (14) calendar days following the Step 2 meeting.

Step 3: Employee and/or Union Representative and Chief of Inpatient Services or designee:

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief of Inpatient Services or designee within fourteen (14) calendar days of receipt of the Step 2 response. The Chief of Inpatient Services or designee employee, and/or the Union Representative shall meet within seven (7) calendar days for the purpose of resolving the grievance. The Hospital Administrator shall provide a written response to the grievance within fourteen (14) calendar days of the Step 3 meeting. In the case of the DCS, this Step shall take place with the COO.

Step 4: Arbitration:

If the grievance is not settled to the satisfaction of the employee on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days of receipt of the Step 3 written response. A list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties shall there upon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.2 Union Grievance

The Union may initiate a grievance if the grievance involves a group of employees and if the grievance involved is a single occurrence. The grievance is to be submitted in writing within fourteen (14) calendar days from the date the employees became aware or should have become aware that the grievance existed.

16.3 Scheduling of Meetings

The parties will endeavor to hold grievance meetings when practicable during the non-working time of the aggrieved employee and appropriate Union Delegate. When in the discretion of the Employer, it is not practicable to hold such a meeting during non-working time, the aggrieved employee and the appropriate Union delegate will not suffer loss of pay for the time spent attending such a meeting.

ARTICLE 17 - NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Union and/or members of the bargaining unit shall not cause any work stoppage of the operations of the Employer nor will the Employer lock out its employees.

ARTICLE 18 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer and its employees have the obligation to provide their patients with, quality service in an efficient and economical manner. The Union recognizes the right of the Employer to manage its operations as it sees fit. By way of example, and not limitation, the Employer shall have the exclusive right to require standards of performance; direct employees in the performance of their work; determine job assignments and working schedules; determine the materials and equipment to be used; implement improved or different operational methods and procedures; determine staffing requirements; determine the kind and location of facilities; determine whether the whole or any part of its operation shall continue to operate; select and hire employees; maintain order; determine when and which employees should be promoted, demoted, or transferred; determine when and how much overtime must be worked; subcontract all or a part of its operation; employ temporary or on-call employees; determine the skills, abilities, and competency of its employees; discipline or discharge employees for just cause; lay off employees for lack of work; and to promulgate rules, regulations, and personnel policies, provided that, such rights shall not be exercised to violate any specific provisions of this Agreement.

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

19 Duration of Agreement

This Agreement shall become effective April 1, 2007 and shall remain in full force and effect to and including the 31st day of March 2009.

Should the Union or Employer desire to change, modify or renew the Agreement upon the expiration date, written notice must be given at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this ____ day of January, 2008.

WEST SEATTLE PSYCHIATRIC HOSPITAL

DISTRICT 1199 NW, HOSPITAL
AND HEALTH CARE
EMPLOYEES UNION, SEIU

David Johnson, Ed.D, CEO

Diane Sosne, RN, President

Jerry Scott, Chief Operations Officer

Susan Greeley, Organizer

Elizabeth Ward, Chief of Inpatient Services

Jason Beauchene, Organizer

Judi Mitchell, VP of Administrative Services

Derrick Brown

Denise Reaney

Imelda Miles

Jason Madrano

David Parker

Letters of Understanding

1. Re: Membership

The Union and the Employer agree that those employees employed prior to August 15, 1998 shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

2. Re: Acuity Guidelines

Acuity guidelines are defined as a mechanism/tool to assess patient care needs and staffing requirements based upon clinical criteria and other factors which impact work activity. The Hospital has the final decision-making authority regarding staffing, but strongly supports the provision of adequate staffing levels as necessary to meet patient needs and provide quality patient care. Within sixty (60) days after ratification of this Agreement, the Hospital will establish an Acuity Guidelines Taskforce to evaluate the current system that is used to determine staffing levels and recommend any modifications to the Nursing Management Committee. The Taskforce will consist of 2 bargaining unit representatives from each of the clinical areas (2nd Floor, SCUD, 3rd Floor), including no fewer than 2 Charge Nurses and 4 management representatives, consisting of the Director of Nursing, the Assistant Director of Nursing and 2 Nurse Managers. As part of the evaluation of the current system, the Taskforce may review appropriate literature, research findings and engage in a field review of innovations in practice in this area existing elsewhere on acuity measurement systems. The Taskforce will make recommendations on the following:

1. Baseline staffing levels
2. Acceptable minimum staffing levels on each unit
3. Acuity indicators that may increase or decrease staffing levels from the baseline

Following development of the acuity guidelines, the Taskforce will meet quarterly, or less often by mutual agreement, and on an "as needed" basis for review.

If persistent conditions exist whereby the acuity guidelines are not utilized, bargaining unit representatives of the Taskforce shall utilize the following procedure:

1. Meet with the Manager of the respective unit to resolve the problem.
2. In the case of unresolved conflict, bring to the attention of the full Taskforce for review and resolution.
3. If the conflict is still unresolved, the final decision will rest with the Director of Nursing whose responsibility it is to ensure that an

appropriate level of care is provided. The Director of Nursing's decision will not be subject to the grievance and arbitration process.

3. Alternative Work Schedules

The Employer and the Union mutually recognize the benefit alternative work schedules may have on recruitment and retention of qualified employees. To further encourage the exploration, development and offering of alternative work schedules, the Employer and the Union agree to work together through a Taskforce of the Labor Management Committee. Within thirty (30) days after ratification of this Agreement, the Hospital will establish the Taskforce. The Taskforce shall consist of the Director of Nursing, the Assistant Director of Nursing, the Director of Administrative Services, a Nurse Manager, a Charge Nurse and 3 nursing staff representatives. In this process, the Taskforce will take into consideration such factors as employee interest, patient care needs, cost, impact on operations, turnover and vacancy rates, the use of overtime and agency personnel and employee morale. The Taskforce will make recommendations to the Labor Management Committee.

The Taskforce will work together to:

1. Make information on alternative work schedules available to staff and managers.
2. Encourage staff and managers to discuss and consider alternative work schedules especially where staff/manager interest exist and/or patient care needs may be better served.
3. Encourage and facilitate staff and managers to collaborate on the planning and implementation of alternative schedules, within the resource constraints of the Hospital.
4. The final decision regarding the implementation of alternative work schedules will rest with the Director of Nursing whose responsibility it is to ensure that an appropriate level of care is provided. The DON's decision will not be subject to the grievance or arbitration process.

4. Health and Safety

A Safety Committee will be created. Members of the Labor Management Committee may serve on the Safety Committee. If necessary, an election will be held to add additional employee members to the Safety Committee. The Labor Management Committee will ensure that the number of employee-elected members must at least equal the number of employer selected members. The Safety Committee will meet monthly to evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed.

5. Staff Development

A regular and ongoing staff development 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. Topics to be offered will be determined by discussions with the staff, the Staff Education Taskforce and the Staff Development Coordinator. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Staff required by the Employer to attend in-service education during off-duty hours will be paid at the applicable rate of pay. On a regular basis, the Labor Management Committee will receive a report from the Staff Development Coordinator and the Staff Education Taskforce regarding the offerings for the in-service education classes for the purposes of input and evaluation.

6. Donation of Annual Leave

The Employer and Union acknowledge the value of employees having the opportunity to donate accrued and unused Annual leave for co-workers who has depleted all Annual leave due to a catastrophic or extended illness or injury. To that end, the Employer and the Union, through the Labor Management Committee, will jointly design the materials so that they are clear and specific about the program and the rules. In the event the administrative process exceeds the benefit to employees, the Labor Management Committee will review the eligibility both to donate and the eligibility to receive donated Annual leave.

7. Chemical Dependency Specialist

1. Effective April 1, 2002, the job classification of Chemical Dependency Specialist will be included in the bargaining unit represented by District 1199NW, Service Employees International Union.
2. The job classification will be included in the same wage schedule as the Clinical Care Coordinators and subject to the provisions of the Collective Bargaining Agreement as applicable. Each employee will be placed onto the wage schedule at the step that is closest to but not less than the employee's current hourly rate of pay.
3. Employees within this job classification employed prior to April 1, 2002 shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

8. Recreational Therapist and Art Therapist

1. Effective April 1, 2002, the job classifications of Recreational Therapist and Art Therapist will be included in the bargaining unit represented by District 1199NW, Service Employees International Union.
2. Employees within these job classifications are subject to the provisions of the Collective Bargaining Agreement as applicable. Within 14 days of ratification of this Agreement, the Union and the Hospital will meet to determine the

appropriate wage schedule(s) for these job classifications and any additions or modifications of the Agreement. Each employee will be placed on the wage schedule at the step that is closest to but not less than the employee's current hourly rate of pay.

3. Employees within this job classification employed prior to April 1, 2002 shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee *or* an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

9. Respite Days

The parties agree that WSPH Policy 208.1 shall continue to be used to address the manner in which respite days may be used. The parties further agree that the subject of respite days may be discussed at labor management committee meetings.

10. Line of Sight Staffing

The parties agree that LOS staffing will be a standing agenda item for all Labor Management Committee meetings.

11. RSN Allocation to WSPH for 2008

Wage increases negotiated in this Agreement are based in part on the additional funding provided in the state budget SHB 204.1 (o), and subsequently allocated by the King County RSN to HWSMH. The Union and Employer understand that the legislative intent was to provide raises to workers beginning July 2007, and additional raises of roughly equivalent amounts beginning in July, 2008, and furthermore that the King County RSN has decided to allocate funds to agencies on a per-eligible-FTE basis.

The Union and the Employer understand that the RSN is providing HWSMH with \$522,223 in the year beginning July 1, 2007, and that a portion of those funds is dedicated toward wage increases by employees covered by this collective bargaining agreement. The Union and Employer further understand that the RSN is expected to provide approximately \$1,045,000 to HWSMH beginning in July 2008 consistent with the Legislature's intent to provide similar additional wage increases beginning in July 2008.

During the term of this Agreement, should there be a decline of more than 10% in SHB 204.1(o) funds to HWSMH on a per-eligible-FTE basis, then:

1. HWSMH shall promptly notify the Union of the action taken by the King County RSN, and shall document to the Union the RSN's decision and action;
2. SEIU Healthcare 1199NW and HWSMH shall meet promptly to discuss potential ways to collaboratively address the problem, and shall discuss the matter with the RSN, either separately or together; and
3. If, following such discussions, the RSN maintains its position, resulting in a

decline of more than 10% in expected SHB 204.1(o) funding to HWSMH on a per-eligible-FTE basis, then the parties shall consider the contract to be open on all economic issues and shall promptly return to bargaining. During such re-opener, consistent with legal precedent, the no-strike clause shall be waived by both parties.

Dated, this ____ day in October, 2005

WEST SEATTLE PSYCHIATRIC HOSPITAL

SEIU Healthcare 1199 NW,
HOSPITAL AND HEALTH CARE
EMPLOYEES UNION, SEIU

David Johnson, PhD, CEO

Diane Sosne, RN, President

Letter of Understanding

Prime-Time Vacation

Pilot program to be evaluated in March of 2008 by the Labor Management Committee.

Prime-time vacation is defined as the 3rd week of November and the last two weeks of December and first week of January.

There shall be no limit on the weeks of annual leave an employee may take at anytime, if eligible. If, however, the employee takes five (5) or more days during the Prime-Time period he/she will be placed on the bottom of seniority list for the next calendar year. The term annual leave in this paragraph refers to working days not scheduled days off.

Employees must turn in leave request to the appropriate supervisor no later than September 1st and the employer will respond no later than September 15th.

Dated, this ___ day in January, 2008

WEST SEATTLE PSYCHIATRIC HOSPITAL

DISTRICT 1199 NW, HOSPITAL
AND HEALTH CARE
EMPLOYEES UNION, SEIU

David Johnson, PhD, CEO

Diane Sosne, RN, President

APPENDIX A

WEST SEATTLE PSYCHIATRIC HOSPITAL

HOURLY WAGE SCALES

Effective July 1st, 2007

STEP	Licensed Practical Nurse	Registered Nurse	Clinical Care Coordinator, Chemical Dependency Specialist	HMHA	Custodian	Unit Coordinator	Legal Coordinator	Mental Health Specialist (w/o BA)	Mental Health Specialist (w/ BA)	Adjunctive Therapist
1	\$ 15.29	\$ 23.42	\$ 21.35	\$ 11.24	\$ 10.73	\$ 11.57	\$ 12.19	\$ 12.29	\$ 13.64	\$ 17.42
2	\$ 15.73	\$ 24.09	\$ 21.95	\$ 11.55	\$ 11.02	\$ 11.90	\$ 12.54	\$ 12.63	\$ 14.02	\$ 17.91
3	\$ 16.14	\$ 24.77	\$ 22.57	\$ 11.87	\$ 11.34	\$ 12.22	\$ 12.89	\$ 12.96	\$ 14.39	\$ 18.40
4	\$ 16.57	\$ 25.46	\$ 23.21	\$ 12.18	\$ 11.65	\$ 12.57	\$ 13.24	\$ 13.36	\$ 14.81	\$ 18.93
5	\$ 17.03	\$ 26.17	\$ 23.85	\$ 12.53	\$ 11.98	\$ 12.92	\$ 13.63	\$ 13.72	\$ 15.22	\$ 19.46
6	\$ 17.50	\$ 26.89	\$ 24.51	\$ 12.88	\$ 12.33	\$ 13.27	\$ 14.01	\$ 14.10	\$ 15.65	\$ 20.01
7	\$ 17.98	\$ 27.66	\$ 25.19	\$ 13.23	\$ 12.66	\$ 13.67	\$ 14.38	\$ 14.52	\$ 16.08	\$ 20.56
8	\$ 18.46	\$ 28.43	\$ 25.91	\$ 13.61	\$ 13.01	\$ 14.05	\$ 14.79	\$ 14.90	\$ 16.52	\$ 21.14
9	\$ 18.96	\$ 29.24	\$ 26.63	\$ 13.99	\$ 13.38	\$ 14.45	\$ 15.21	\$ 15.32	\$ 16.99	\$ 21.72
10	\$ 19.48	\$ 30.03	\$ 27.36	\$ 14.37	\$ 13.74	\$ 14.85	\$ 15.64	\$ 15.75	\$ 17.46	\$ 22.33
11	\$ 20.01	\$ 30.88	\$ 28.14	\$ 14.78	\$ 14.10	\$ 15.25	\$ 16.07	\$ 16.18	\$ 17.96	\$ 22.97
12	\$ 20.55	\$ 31.74	\$ 28.92	\$ 15.20	\$ 14.49	\$ 15.68	\$ 16.51	\$ 16.63	\$ 18.45	\$ 23.61
13	\$ 21.11	\$ 32.63	\$ 29.74	\$ 15.63	\$ 14.87	\$ 16.12	\$ 16.98	\$ 17.09	\$ 18.96	\$ 24.28
14	\$ 21.67	\$ 33.53	\$ 30.57	\$ 16.05	\$ 15.26	\$ 16.57	\$ 17.45	\$ 17.57	\$ 19.48	\$ 24.95
15	\$ 22.26	\$ 34.43	\$ 31.42	\$ 16.50	\$ 15.68	\$ 17.04	\$ 17.95	\$ 18.04	\$ 20.03	\$ 25.63
16	\$ 22.85	\$ 35.37	\$ 32.29	\$ 16.96	\$ 16.11	\$ 17.51	\$ 18.44	\$ 18.54	\$ 20.58	\$ 26.36

APPENDIX A
WEST SEATTLE PSYCHIATRIC HOSPITAL
HOURLY WAGE SCALES
Effective July 1, 2008

STEP	Licensed Practical Nurse	Registere d Nurse	Clinical Care Coordinat or, Chemical Dependen cy Specialist	HMHA	Custodian	Unit Coordinat or	Legal Coordinat or	Mental Health Specialist (w/o BA)	Mental Health Specialist (w/ BA)	Adjunctiv e Therapist
1	\$16.17	\$24.77	\$22.58	\$11.89	\$11.35	\$12.23	\$12.89	\$12.99	\$14.43	\$18.42
2	\$16.63	\$25.48	\$23.22	\$12.21	\$11.65	\$12.58	\$13.26	\$13.35	\$14.83	\$18.94
3	\$17.07	\$26.19	\$23.86	\$12.55	\$11.99	\$12.93	\$13.63	\$13.71	\$15.22	\$19.46
4	\$17.52	\$26.93	\$24.55	\$12.88	\$12.32	\$13.30	\$14.00	\$14.12	\$15.66	\$20.02
5	\$18.00	\$27.68	\$25.22	\$13.25	\$12.67	\$13.67	\$14.41	\$14.50	\$16.09	\$20.58
6	\$18.51	\$28.44	\$25.92	\$13.62	\$13.04	\$14.03	\$14.82	\$14.91	\$16.55	\$21.16
7	\$19.01	\$29.25	\$26.64	\$13.99	\$13.39	\$14.46	\$15.21	\$15.35	\$17.01	\$21.74
8	\$19.53	\$30.06	\$27.40	\$14.39	\$13.76	\$14.86	\$15.65	\$15.76	\$17.47	\$22.35
9	\$20.05	\$30.92	\$28.16	\$14.80	\$14.15	\$15.28	\$16.08	\$16.20	\$17.97	\$22.97
10	\$20.60	\$31.76	\$28.93	\$15.20	\$14.53	\$15.70	\$16.54	\$16.65	\$18.46	\$23.62
11	\$21.16	\$32.65	\$29.76	\$15.63	\$14.91	\$16.13	\$17.00	\$17.11	\$18.99	\$24.29
12	\$21.73	\$33.56	\$30.59	\$16.07	\$15.32	\$16.58	\$17.46	\$17.59	\$19.51	\$24.97
13	\$22.32	\$34.51	\$31.45	\$16.53	\$15.72	\$17.04	\$17.96	\$18.07	\$20.05	\$25.68
14	\$22.91	\$35.46	\$32.33	\$16.98	\$16.14	\$17.52	\$18.45	\$18.58	\$20.60	\$26.38
15	\$23.54	\$36.41	\$33.22	\$17.45	\$16.58	\$18.02	\$18.98	\$19.08	\$21.18	\$27.11
16	\$24.17	\$37.41	\$34.14	\$17.94	\$17.03	\$18.52	\$19.50	\$19.60	\$21.76	\$27.88

