

2008 - 2011

EMPLOYMENT AGREEMENT

By and Between

MULTICARE HEALTH SYSTEM/GOOD SAMARITAN HOSPITAL

and

UNITED FOOD & COMMERCIAL WORKERS UNION,
LOCAL 21
(Licensed Practical Nurses)

This Agreement is made and entered into by and between MultiCare Health System/Good Samaritan Hospital (hereinafter referred to as the "Employer") and the United Food and Commercial Workers Union, Local 21, (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the sole representative for all licensed practical nurses employed by the Hospital but excluding all positions in which the licensed practical nurse license is not a condition of employment and all other employees.

1.2 Successorship. This agreement shall be binding upon Good Samaritan Hospital and any successor employer.

1.3 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 LPNs covered by this Agreement who are members of the Union on the date of signing of this Agreement 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 LPNs covered by this Agreement who are hired on or after the signing of this Agreement 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. LPNs 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 LPN fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any LPN 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 LPN 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 LPN 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 LPN'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 LPNs 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 LPN 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 LPN.

2.3 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. Voluntary contributions will be a minimum of two dollars (\$2.00) 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 - REPRESENTATION

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless twenty-four (24) hours' advance notice has been given to the Human Resources Department and approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital. Any request for meeting rooms must be scheduled in advance through the Vice President of Human Resources or the Vice President, Nursing Services.

3.2 Employee Roster. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, classification, Social Security Number or employee ID number, date of hire, hourly rate of pay, gross earnings and regular hours worked (FTE status) for each employee, and a listing of all LPNs who have terminated their employment during the previous month and a list of newly hired LPNs. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer as a result of the Employer releasing the LPN's Social Security number to the Union.

3.3 Bulletin Board. The Union shall be permitted to post Union notices in the space provided by the Employer on the employee bulletin board, or other location approved by the Employer, with prior approval of the administrator or designee.

3.4 Unit Representative. Employees shall have the right to elect representatives from among LPNs in the bargaining unit. Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the current unit representatives and any future replacements. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall only be conducted during nonworking times, and shall not interfere with the work of other employees. If an employee is required to attend a grievance meeting with management during working time, the employee shall be compensated at the regular rate of pay. Subject to appropriate advance notice and scheduling requirements, union officers, unit representatives 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 three (3) employees per calendar year

3.4.1 A unit representative may meet with new hires during or immediately following LPN orientation as determined by the Employer for the purpose of introducing LPNs to the Union. The meeting shall not exceed one quarter (1/4) hour in duration. Attendance shall be voluntary and shall be on the unpaid time of the unit representative and the new LPN.

3.5 Contract. The Employer shall distribute a copy of this Agreement to each LPN presently employed and to all newly hired LPNs on their first day of employment. The cost of printing and providing such Agreement to the Employer shall be borne by the Union.

3.6 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing release time for LPNs participating in contract negotiations. This is not to exceed one (1) LPN per unit/department, providing the LPN(s) notifies the manager as soon as the LPN(s) has knowledge of future meeting dates.

ARTICLE 4 - DEFINITIONS

4.1 Full-Time LPN. An LPN who regularly works forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period. A full-time LPN is eligible for all applicable benefits as set forth in this Agreement upon successful completion of the review period.

4.2 Part-Time LPN. An LPN who regularly works less than forty (40) hours in a seven (7) day period or less than eighty (80) hours in a fourteen (14) day period. Part-time LPNs may elect a percent in lieu of benefits option, as per Section 8.5 of this Agreement.

4.3 Per Diem LPN. An LPN hired to work during any period when additional work requires a temporarily augmented work force, or in the event of an emergency or authorized leave of absence. Per Diem LPNs shall receive a fifteen percent (15%) premium in addition to their regular rate of pay, longevity steps, shift differential, holiday premium pay for work on a holiday, standby pay, callback pay, weekend premium pay, and overtime as required by law (FLSA). Per Diem LPNs shall not be eligible for any other form of payment or benefit set forth in this Contract, except for the overtime provisions of Section 7.4. A full-time or part-time LPN who changes to per diem status shall retain seniority and longevity steps for pay purposes. Seniority shall not apply while on per diem status, but will be reinstated (including the time spent as a Per Diem LPN) if the employee changes back to full-time or part-time status. Per Diem LPNs will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions.

4.4 Newly Hired LPN. An LPN 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-one (91) calendar days shall be subject to a ninety (90) day review period. After ninety (90) calendar days of continuous employment, the LPN shall be designated as a full-time or part-time LPN unless specifically advised by the Employer of an extended review period not to exceed an additional ninety (90) days, the conditions of which shall be specified in writing. During the review period, an LPN may be disciplined or discharged without notice and without recourse to the grievance procedure. Each newly hired LPN shall have a performance evaluation as provided for in Section 5.10.

4.5 Resident Practical Nurse. An LPN who has graduated from an accredited practical nursing program and who is licensed in Washington state with less than six (6) months of clinical practical nursing experience. Residency shall not exceed six (6) continuous months and for an

additional three (3) continuous months when mutually agreed to in writing by the Employer and the individual LPN involved. A resident practical nurse shall be paid at the rate of ten percent (10%) below the base rate until the residency is completed. All hours worked as a resident shall be counted for benefit, seniority and longevity steps.

4.6 Preceptor. A preceptor is an experienced LPN proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of a new LPN who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Department management will determine the need for preceptor assignments and the selection of preceptors. It is understood that LPNs in the ordinary course of their responsibilities will be expected to participate in the general orientation process, including, but not limited to, unit specific check lists, and addressing department processes and procedures to new LPNs. The general orientation process shall also include the providing of informational assistance, support and guidance to new LPNs including initial competency assessments.

4.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the LPN's hourly wage rate, shift differential when the LPN is regularly scheduled to work an evening or night shift and the fifteen percent (15%) wage premium in lieu of benefits for Part-time LPN's who elect the premium in lieu of benefits.

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. LPNs shall be required to give at least two (2) weeks' written notice of resignation. Failure to give the required notice shall result in loss of any accrued PTO and EIT payments. The required two (2) week notice period shall not include any PTO time off. This provision may be waived at the discretion of the Employer for bona fide reasons which would make such notice impossible.

5.3 Notice of Termination. At least four (4) weeks' written notice of termination of employment or pay in lieu thereof shall be given the LPN by the Employer, plus any accrued annual leave and sick leave payments. Should the LPN be discharged for cause, the LPN would thereby forfeit all accrued PTO and EIT payments and the notice requirements set forth in this section.

5.4 Discipline and Discharge. No full-time or part-time LPN 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 reprimand and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An LPN may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. A copy of all disciplinary actions shall be given to the LPN. LPNs shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. LPNs will be given the opportunity to provide a written response to any written evaluation or disciplinary action to be included in the personnel file. The Employer will consider requests made by the LPN to remove materials from the personnel file. After completion of the review period, LPNs shall have access to their personnel file.

5.5 Personnel Records. Personnel records will be maintained for each LPN. Upon request, LPNs may inspect their personnel records with the exception of references from previous employers.

5.6 Low Census. Low census will be defined as a decline in patient care requirements resulting in a temporary staff decrease. In the event of temporary low census, the Hospital would intend to release LPNs in the following order, providing skill, competence, ability and patient continuity are adequate to meet patient care needs:

1. Agency
2. LPNs working in any time and one-half (1 1/2) or double time (2x) pay condition
3. Volunteers
4. Per Diem
5. LPNs scheduled above their authorized FTE status on their extra scheduled days
6. Regular staff in rotation

Low census will be assigned on a rotational basis by unit, by service, and by shift, provided skill, competence and ability are adequate to meet patient care needs. The LPN to be assigned low census will be the person on the unit and shift that is next on the rotation list. When it becomes the LPN's turn to take low census, the LPN will be given the option of taking PTO, floating to another shift or unit or performing quality assurance activities if the Employer believes that the need exists. If an LPN volunteers to take PTO or float in lieu of low census, it shall be counted as low census for the purposes of the rotation list. If an LPN is low censused for a total of four (4) hours or more, it shall be counted as "low census" for purposes of the rotation list; provided, however, low census time off of less than one (1) hour per occasion shall not be counted toward the four (4) hour total. Low census shall not alter an LPN's anniversary date or benefit accrual rate. The Employer will make a good faith effort to notify LPNs of low census at least one (1) hour prior to the beginning of the shift or as soon as possible thereafter in an effort to minimize the inconvenience to the LPN. If an LPN is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible.

5.7 Report Pay. LPNs who report for work and are sent home due to low census shall be paid four (4) hours' pay. Where the Employer has left a message on the LPN's telephone answering machine or has attempted to reach the LPN at home (documented attempts will be recorded in the staffing office), at least one (1) hour prior to the shift start time advising the LPN not to report for work, such communication shall constitute receipt of notice not to report for work and the report pay provisions of this Section shall not apply.

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, the Hospital web site and the unit/department for 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.

5.9 Health Exam. The Employer shall provide a TB test at the time of employment and annually thereafter. Annually a CBC, UA and Pap smear shall also be provided without cost to the LPN when ordered by a physician. The Employer will provide hepatitis vaccine at no cost to the employees. HIV and hepatitis screening will be provided to the employees upon body fluid exposure.

5.10 Performance Evaluation. All LPNs shall have a written evaluation of their work performance at the conclusion of their review period and annually thereafter. The LPN shall acknowledge such evaluation by signature. However, such signature will imply neither agreement nor disagreement with the evaluation. A copy of the evaluation shall be made available to the LPN if requested.

5.11 Work Assignments. The Employer retains the right to change the LPN's daily work assignment on a shift by shift basis to meet patient care needs. LPNs will be expected to perform all basic nursing functions but shall not be required to perform tasks or procedures specifically applicable to the nursing unit for which they have not been currently trained. LPNs who float to critical care units will receive orientation prior to the assignment.

5.12 Committees. LPNs shall be compensated at the appropriate rate for all time spent on Hospital committees where attendance is required, including committees established under this contract.

5.13 Inservice Programs. Required attendance at educational inservice programs provided by the Employer shall be compensated for at the appropriate rate of pay. The Employer recognizes the value of inservice training to all LPNs and will endeavor to make such accessible.

5.14 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

6.1 Definition. Seniority shall mean an LPN's continuous length of service as an LPN from most recent date of hire. Seniority shall not apply until completion of the required review period (4.4). Upon satisfactory completion of this review period, the LPN shall be credited with seniority from most recent date of hire as a regular full-time or part-time LPN.

6.2 Layoff. In the event a permanent or prolonged layoff (as distinguished from a temporary low census condition or reduction in hours) is determined to be necessary by the Employer, seniority shall be the determining factor in such layoff providing skill, competence, ability, prior job performance and departmental experience are considered substantially equal in the opinion of the Employer. Where practical, thirty (30) days' advance written notice of layoff shall be given to LPNs. Temporary and newly hired LPNs (4.4) will be laid off prior to regularly scheduled LPNs. 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. Open (vacant) LPN positions 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 (6.7)

6.2.1 Displacement Options. An LPN who is subject to layoff may apply for a vacant position in accordance with Article 5.8. If she/he is not the least senior LPN, the LPN may displace the least senior LPN in the bargaining unit, providing the skill, competence, ability and past performance are considered substantially equal in the opinion of the Employer.

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

6.3 Recall. LPNs on layoff status shall be placed on a reinstatement roster for a period of one (1) year from date of layoff. When a vacancy occurs, LPNs will be reinstated in the reverse order of the layoff providing skill, competence, ability, prior job performance and departmental experience are considered substantially equal in the opinion of the Employer. Upon reinstatement, the LPN shall have all previously accrued benefits restored. An LPN on the reinstatement roster shall be eligible for Per Diem work. Acceptance of Per Diem work while on layoff shall not affect the LPN's placement on the reinstatement roster.

6.4 Termination. Seniority shall terminate upon discharge, resignation, retirement or twelve (12) consecutive months of layoff, or failure to accept a comparable position (same FTE and shift) offered by the Employer while on layoff.

6.5 Severance Pay. Upon completion of the probationary period, any full time or part time LPN subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any LPN 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 LPNs are eligible for severance pay prorated to the LPN's FTE. The severance payment will be paid to the LPN in a lump sum on the LPN's last paycheck.

6.6 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 LPNs 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 LPN 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 LPNs 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.

6.6.1 Displacement Options. If an LPN(s) is not assigned a position on the new or restructured department or unit, the LPN(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, 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).

6.7 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 LPN(s) in the affected, department or unit and shift will receive the FTE reduction unless that LPN possesses a specific qualification(s) necessary to the operation of the department or unit in the opinion of the Employer. Any LPN subject to an involuntary reduction in his/her FTE will be given preference up to the LPN's prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the LPN's department or unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Period. The normal work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period.

7.2 Work Day. The normal workday shall be eight (8) consecutive hours to be completed within eight and one-half (8 1/2) consecutive hours. A thirty (30) minute meal period will be provided to all LPNs in accordance with Section 7.5.

7.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established 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, 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 three (3) weeks' advance notice to the LPN.

7.4 Overtime. Any time worked beyond the normal work day or the normal work period shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. All time worked in excess of twelve (12) consecutive hours shall be paid for at double the LPN's regular rate of pay. Overtime shall be computed to the nearest quarter (1/4) hour. Time paid for but not worked

shall not count as time worked for purposes of computing overtime pay. Overtime shall be discouraged by the Employer and the Union. Overtime must be approved in advance by the supervisor.

7.4.1 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.

7.5 Meal/Rest Periods. The Employer shall provide a thirty (30) minute meal period and rest periods in accordance with state law (WAC 296-126-092). If an LPN is required by the Employer to work during the meal period or to remain on the premises, such time shall be considered as time worked for pay purposes. LPNs shall receive two (2) paid fifteen (15) minute periods of rest during each normal work day.

7.6 Weekends. The Employer shall schedule full-time and part-time LPNs to provide at least every other weekend off. In the event a full-time or part-time LPN works two (2) successive weekends under this scheduling pattern, 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 and regularly scheduled weekend shall be at the LPN's regular rate of pay. This section shall not apply to per diem LPNs or to LPNs who agree to more frequent weekend work. A "weekend off" is one on which an LPN is not required to work either Saturday or Sunday, or for night shift LPNs, the Friday or Saturday night shift. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

7.7 Rest Between Shifts. In scheduling work assignments, the Employer will provide each full-time and part-time LPN with at least eleven (11) hours off duty between regularly scheduled and worked eight (8) or ten (10) hour shifts, unless otherwise requested by the LPN, or pay the LPN one and one-half (1 1/2) times the LPN's regular rate for all time worked within this eleven (11) hour period or for a minimum of four (4) hours, whichever is greater. This section shall not apply to continuing education, committee meetings, staff meetings, or to time spent on standby and callback assignments, except for LPNs placed on low census standby who are called back to work.

7.8 No Shift Rotation. Except for emergency situations which may result in unsafe patient care, there shall be no regular rotation of shifts unless agreed to by the individual involved.

7.9 Posting. The Employer will post four (4) week work schedules fifteen (15) days prior to the beginning of the scheduled work period. Except for emergency situations which may result in unsafe patient care and low census conditions, established schedules may only be amended by mutual consent. Subject to patient care considerations, the Employer will make a good faith effort to schedule LPNs according to their desired hours of work. LPNs will be notified of schedule changes by the Employer. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.10 Compensation; Method of Computation. Time paid for (excluding standby pay) shall be considered as time worked for purposes of computing seniority, longevity steps, benefit and pension coverage. In no case will the hours used for computation exceed 2080 in any one year.

7.11 Work on Scheduled Days Off. Full-time LPNs called in to work on a scheduled day off shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay for all hours worked. LPNs may be given the option to waive this provision and work at the regular rate of pay unless overtime pay is required by the Fair Labor Standards Act.

7.12 Scheduling Requests. LPNs shall request particular days off at least twenty-one (21) days in advance of posting the schedule. Such requests shall be made in writing. The Employer shall respond within fourteen (14) days of receipt of the request.

7.13 Part-Time Schedule. Part-time LPNs employed prior to October 1, 1993, shall only be required to work the number of days they agreed to work upon hire. This section shall not apply to LPNs who have changed their status since their date of hire.

7.14 No Pyramiding. There shall be no pyramiding or duplication of overtime pay, and/or premium pay paid at the rate of time and one-half (1 1/2) or double (2x) the regular rate of pay.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates. LPNs covered by this Agreement shall be paid in accordance with the wage schedule outlined in Appendix C.

8.2 Changes in Compensation. Wage increases, longevity steps, and any other premiums/differentials set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the dates designated.

8.3 Longevity Steps. All full-time and part-time LPNs will receive longevity steps in accordance with the wage schedule upon completion of each twelve (12) calendar months, providing the LPN has worked at least 1040 hours during that prior twelve (12) month period. No LPN will receive a longevity step more frequently than once each twelve (12) months.

8.4 Recognition for Past Experience. LPNs first employed during the term of the Agreement shall be compensated in accordance with the following plan:

All LPNs hired on or after January 1, 2009 will be given full credit for each year of continuous recent experience up to ten (10) years.

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

8.4.2 Effective October 1, 2009 any LPN 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 LPN 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 LPN 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.

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

For purposes of this Agreement, continuous recent experience shall be defined as clinical nursing experience in an accredited hospital without a break in nursing which would reduce the level of nursing skills as determined by the Vice President - Nursing or designee.

8.5 Wage Premium in Lieu of Benefits. In lieu of all benefits set forth in this Agreement except for shift differential, call back pay, standby pay, holiday premium pay for work on a holiday and longevity steps, a part-time LPN 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 15 in each subsequent year thereafter, providing the LPN presents the Employer with written evidence that the LPN is covered by health insurance elsewhere. LPNs changing from benefits status to premium pay in lieu of benefits shall be paid any accrued annual leave at the time of the status change. Should an LPN who is receiving the fifteen percent (15%) wage premium want to revert back to receiving pro rata benefits, that election shall occur only between October 1 and October 15 of each year, unless the LPN demonstrates a loss of alternate health care insurance coverage and no availability of COBRA rights. The term "benefits" shall include but shall not be limited to Article 10, PTO-EIT, paid leaves of absence and tuition reimbursement (Article 12) and insurance and retirement policies (Article 11).

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. LPNs assigned to work the second shift (3 - 11:30 p.m.) shall be paid a shift differential of one dollar eighty five cents (\$1.85) per hour over the hourly rate of pay. LPNs assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of two dollars and seventy five (\$2.75) per hour over the hourly rate of pay. Second shift differential will be paid for those 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 those hours

worked on a third shift when four (4) or more hours are worked between 11 p.m. and 7:30 a.m. Effective October 1, 2009, the night shift differential shall be increased to Three Dollars (\$3.00) per hour.

9.2 Standby Pay. Standby pay shall be at the rate of three dollars and seventy five (\$3.75) per hour. Standby pay shall be paid for actual hours on standby prior to being called back to work pursuant to Section 9.3. Standby pay shall not be paid when the LPN is receiving the three (3) hour minimum callback pay guarantee, even though the LPN has returned to standby status. Upon request, paging devices will be provided.

9.3 Callback Pay. LPNs on standby who are called back to work shall be compensated at the rate of time and one-half (1 1/2) for a minimum of three (3) hours. If an LPN is not on standby and is called back to work, the LPN will be compensated at the applicable rate of pay for a minimum of three (3) hours. If the minimum three (3) hour callback guarantee should overlap onto the LPN's regularly scheduled shift, only the callback guaranteed hours shall be paid for during that overlapping condition. The three (3) hour minimum guarantee may be waived by mutual consent.

9.3.1 Low Census and Placed on Standby/Callback. LPNs called back to work while on low census and on standby shall receive one and one-half (1 1/2) times the LPN's regular rate of pay for the first three (3) hours and the regular rate of pay thereafter for the remainder of the LPN's regular shift.

9.3.2 Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an LPN who requests a day off or a change in the LPN's start time the following day where the LPN has been called back after 11:00 p.m. the previous night. To be considered, the LPN must notify the Employer not later than one and one-half (1 1/2) hours in advance of the LPN'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 Conference Committee. An LPN who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy. The LPN may chose to use PTO to cover the absence or take the time as unpaid.

9.4 Working Unscheduled Shift. LPNs previously unscheduled who report to work less than two (2) hours after the shift has started, by the request of the Employer, shall be compensated for the full shift.

9.5 Preceptor Pay. An LPN assigned preceptor duties by the Employer will be paid an additional one dollar (\$1) per hour while performing such duties.

9.6 Weekend Premium Pay. Any LPN who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the LPN'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.

ARTICLE 10 – PTO/EIT

10.1 Accrual. Full and regular part-time LPNs 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:

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

10.2 Rate of Pay. PTO and EIT shall be paid at the LPN'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 LPN 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. LPNs 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 LPN may choose to either utilize accruals or to take cut hours. (LPNs may not access accruals when they are off work due to a disciplinary suspension).

10.3.2 Negative Balances. LPNs may not access accruals that would result in a negative balance. (LPNs 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 LPN 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 LPNs to incur a negative PTO balance of up to twenty-four (24) hours (prorated for part-time LPNs). If an LPN 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 LPN's PTO bank is restored to a positive balance. If the LPN terminates employment with a negative PTO balance the Employer is authorized to deduct any balance owing from the LPN's final pay.

10.3.3 Leave of Absence. Access to accruals during a leave of absence must be taken at the LPN's assigned FTE. (An LPN 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 LPN for extended absences from work as a result of illness or injury of the LPN 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 LPN 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 LPN who has a serious health condition or an emergency condition.

10.4.1 LPNs may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the LPN's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization of the LPN or the LPN's family member (exclusive of Emergency Room visits), the LPN's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the LPN. 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. LPNs will be required to access and deplete their EIT-G bank prior to accessing their EIT bank.

10.4.2 Workers' Compensation Access. LPNs 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 LPNs pay for the hours the LPN would have worked had the LPN been available to work. The LPN may choose to use either PTO or EIT to supplement time loss payments.

10.4.3 Non-Workers Compensation Re-injury/Relapse. When a LPN 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 17th 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. LPNs 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 LPN 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, LPNs 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 Termination of Benefits. Cash-out of accruals will be paid to LPNs 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:

<u>Years of employment</u>	<u>Cash out %</u>
<u>3-6 years of employment</u>	<u>20% of EIT G bank hours</u>
<u>7-14 years of employment</u>	<u>30% of EIT G bank hours</u>
<u>15 or more years of employment</u>	<u>40% of EIT G bank hours</u>

10.6.1 “Good Standing” Defined. An LPN 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, LPNs 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 LPN 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 LPN 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 LPN'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 LPNs 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 LPN'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 LPNs 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 LPN may be required to provide their own coverage.
- 10.9.2 Loss of PTO Leave. An LPN will not lose accrued PTO leave if the LPN was not given a reasonable opportunity to use it.
- 10.10 Short Notice Requirements. LPNs shall notify the Employer at least two (2) hours in advance of the LPN's scheduled shift if the LPN is unable to report for duty as scheduled.

The LPN must notify the Employer each day of absence if the LPN 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 LPN's annualized salary (regular rate X FTE hours) not to exceed \$2,500.00 will be made by the Employer.

ARTICLE 11 - HEALTH BENEFITS

11.1 Medical and Dental Benefits. Beginning the first of the month following thirty (30) days of continuous employment, all LPNs 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 benefit plan providing medical, surgical, hospital and dental benefits with the LPN's premiums paid by the Employer. LPNs scheduled to work an average of sixteen (16) 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 LPNs will be responsible for fifty percent (50%) of the premium for the employee coverage. Dependent coverage shall be made available and paid by the LPN, subject to plan requirements.

11.2 Retirement Plan. Eligible LPNs shall be covered by the Employer's current retirement policies. There shall be no changes to the retirement plan funding provisions for the term of the Agreement. LPNs hired after December 13, 2007 will be in MultiCare's Retirement Account Plan.

11.3 Benefit Plan Changes. In the event the Employer modifies its current benefit plan(s) or provides an alternate plan(s), the Employer will review the plan changes with the Union prior to implementation. 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.

11.4 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.

11.5 Discount Policy. The Employer shall provide a discount policy for hospital services.

NOTE: The Employer discount will be eliminated on January 1, 2010.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 In General. Whenever possible, all leaves are to be requested from the Employer in writing at least thirty (30) days in advance of the request, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. In any event, a leave of absence, whether paid or unpaid, begins on the first day of absence from work.

12.2 Family Leave.

a. State Law. Pursuant to the Washington Family Leave Law (1989), upon completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the LPN for a period of up one (1) year 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. An LPN on family leave not exceeding twelve (12) weeks from the date of first absence from work or, in the case of childbirth, from the day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his or her prior position (same unit, shift and FTE status). Thereafter, the LPN shall be entitled to the first available comparable position for which the LPN is qualified. The total amount of combined maternity and family leave cannot exceed the longer of one (1) year or the period of disability plus twelve (12) weeks.

b. Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an LPN who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the LPN's child after birth, or placement for adoption or foster care; or (b) to care for the LPN's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the LPN unable to perform the functions of his or her position. The Employer shall maintain the LPN's health benefits during the first twelve (12) weeks of leave and shall reinstate the LPN to the LPN's former or equivalent position at the conclusion of the leave. The leave may be extended without Employer paid benefits for an additional twelve (12) weeks after which time the LPN is entitled to return to the first available comparable opening for which the LPN is qualified. 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, state law or the collective bargaining agreement, the leave shall run concurrently. Ordinarily, the LPN must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the LPN may elect to use accrued paid leave time for which the LPN 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 Upon written request, an LPN on a disability or family leave may retain an PTO balance of up to forty (40) hours, providing the request is made prior to the leave.

12.2.2 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 employment, leave of absence shall be granted without pay for health reasons for those employees not eligible for family leave (14.2) upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits. If the LPN's absence from work for health reasons does not exceed eight (8) weeks, the LPN 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 LPN shall be offered the first available opening. The LPN 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. After completion of the probationary period, a leave of absence will be granted upon request of an LPN for a period of up to six (6) months for maternity purposes upon the recommendation of a physician. If the LPN's absence from work for maternity reasons does not exceed the period of physical disability, the LPN shall return to work to the same position. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the LPN shall be offered the first available opening for which the LPN is qualified. The LPN shall use previously accrued EIT or PTO during the period of disability and PTO to the extent accrued during the remainder of the maternity leave. Prior to the LPN returning from a leave of absence, the Employer will require a statement from a physician verifying the period of physical disability and attesting to the LPN's capability to perform the work required of the position.

12.5 Family Care Leave. Effective January 1, 2003, employees may use accrued sick leave or annual leave to care for a sick child or to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, as provided by law (RCW 49.12.270). "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

12.6 Military Leave. Leave required in order for an LPN to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of earned annual leave time. In accordance with the law, the LPN's anniversary date will not be adjusted to reflect the time without pay for military leave.

12.7 Jury Duty. In the event an LPN is called for jury duty after completion of the review period, the Employer shall supplement jury duty compensation to equal the LPN's regular rate of pay for each scheduled day lost because of jury duty. In consideration of patient care concerns, the LPN may be requested to be excused from jury duty. LPNs regularly assigned to the evening

or night shift who are serving on jury duty will not be required to work their scheduled shift except in emergency situations as determined by the Employer.

12.8 Witness Duty. If an LPN is subpoenaed to be a witness on behalf of the Employer in any judicial proceeding, they will receive their regular rate of pay for all hours of said duty. LPNs regularly assigned to the evening or night shift who are involved in witness duty will not be required to work their scheduled shift except in emergency situations as determined by the Employer.

12.9 Bereavement Leave. Up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days within a seven (7) day period shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours 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 LPN and the in-law equivalent of parent, brother or sister.

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

12.11 Leave Without Pay. LPNs 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.) Notwithstanding any other provisions in this article, before changing to leave without pay status, an LPN must use any accrued paid time for which the LPN is eligible (e.g. PTO, EIT).

12.12 Failure to Return. Failure to return from a leave of absence on the date agreed upon, without prior written authorization, shall be considered an automatic resignation by the LPN.

12.13 Job-Related Injury. If an LPN is disabled due to a job-related injury, the LPN will be returned to the first available position on the same shift, unit and status upon return to work for up to six (6) months from the date of disability, provided the LPN is able to perform the normal work load required of the position.

12.14 Return from Leave. Timely return from a leave of absence of less than thirty (30) days shall guarantee an LPN return to their original position. For all other approved leaves, timely return shall guarantee the LPN the first available similar opening for which the LPN is qualified.

12.15 Required Educational Meetings. If the Employer directs that an LPN attend an educational meeting, the LPN shall be paid for any lost work time at their regular rate, travel, room and tuition expenses.

12.16 Paid Education Leave. Subject to management approval, a maximum of three (3) days of paid educational leave per year shall be granted to regular full-time LPNs. Part-time LPNs who have not elected the premium option shall receive paid educational leave on a pro rata basis. The

LPN may be expected to in-service other staff and provide a written report to the manager or designee.

12.17 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence for up to one (1) year without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize Hospital service.

12.18 Tuition Reimbursement. Subject to budgetary considerations, full-time and part-time LPNs in good standing who are regularly scheduled to work twenty (20) or more hours per week are eligible for education assistance at NLN (National League for Nursing) accredited educational institutions for courses leading to an RN license, after two (2) years of employment. The maximum amount reimbursable for any full-time LPN under this provision is equal to one-half (1/2) of the total full-time tuition fees charged at a community college in Washington State and one-half (1/2) the cost of textbooks substantiated by receipts. A copy of the grade report must be submitted with a grade point of at least 2.5 for the course to be deemed complete and eligible for reimbursement. Prior approval of the course content may be required. In order to be eligible for Educational Assistance, the LPN is expected to make a two (2) year commitment to the Hospital for subsequent employment as a registered nurse.

12.19 Continuing Education for LPNs. Full-time LPNs shall be allowed five hundred dollars (\$500) per calendar year (prorated by FTE for part time LPNs) 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 LPN'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 13 – COMMITTEES

13.1 Conference Committee. There shall be established a permanent Conference Committee consisting of three (3) elected representatives from the LPN bargaining unit and three (3) representatives from management. This committee shall meet at the request of either party to discuss any matter relative to the interpretation and application of specific terms of this Agreement or any other matter brought before it for consideration. The purpose of the committee is to provide a channel of communication between the LPN unit and the Employer and to aid in the implementation of the Agreement. The Employer agrees to paid time for the three (3) LPN representatives to attend Conference Committee meetings.

13.2 Patient Care Committee. A committee shall be established composed of LPNs elected by LPNs and representatives of Nursing Administration. The committee will meet quarterly or as often as mutually agreed and will discuss issues related to patient care. The committee will be co-chaired by an LPN elected by the LPN committee members and a member from Nursing Administration. The committee shall work constructively for improvement of patient care and nursing practice. The Employer agrees to paid time for the three (3) LPN representatives to

attend Patient Care Committee meetings.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

14.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of an LPN 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 LPN.

14.3 Grievance Procedure. A grievance must be submitted in accordance with the following grievance procedure:

Step 1. Immediate Supervisor.

If any LPN has a grievance, the LPN (unit representative, if the LPN requests) shall first present the grievance in writing to the LPN's immediate supervisor within fourteen (14) calendar days from the date the LPN was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the LPN within ten (10) calendar days following receipt of the written grievance.

Step 2. Vice President - Nursing

If the matter is not resolved to the LPN's satisfaction at Step 1, the LPN (and/or Union Representative) shall present the grievance in writing to the Vice President - Nursing (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. A conference between the LPN (and/or the Union Representative) and the Vice President - Nursing (and/or designated representative) shall be held within ten (10) calendar days for the purpose of resolving the grievance. The Vice President - Nursing 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 LPN's satisfaction, the grievance shall be referred in writing to the President (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The President (and/or designee) shall meet with the LPN and the Union Representative within

fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The President (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital President or designee. The parties have agreed to the following panel of arbitrators:

Zane Lumbley
Thomas F. Levack
Phillip K. Kienast
Janet L. Gaunt
Eric Lindauer
Alan R. Krebs
Michael Beck

The parties shall by coin flip 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 forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator 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.

14.4 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.

14.5 Termination. 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 regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

ARTICLE 15 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge, maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer. The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 16 - UNINTERRUPTED PATIENT CARE

The parties to this Agreement realize that the Hospital provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its employees and (b) neither the LPNs nor their agents shall participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any LPN participating in any strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Federal and State Laws. It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of the Agreement is in contravention of the state or federal law, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. 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.

17.2 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices 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.

17.3 Amendments. The parties agree that this Agreement may be amended in writing by mutual consent of the Employer and Union at any time during the contract term.

ARTICLE 18 - DURATION

This Agreement shall be effective December 7, 2008, and shall continue through and including September 30, 2011, and thereafter unless either party give the other party ninety (90) days' notice in writing of desire to amend or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of December 2008.

MULTICARE HEALTH SYSTEM/
GOOD SAMARITAN HOSPITAL

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 21

William T. Greenheck, Vice President
Benefits and Labor Relations

David Schmitz, President

Jody Lynn Smith
Director, HR-Employee/Labor Relations

Robert Taylor, Negotiator/Agent

MULTICARE HEALTH SYSTEM/GOOD SAMARITAN HOSPITAL

APPENDIX A

10-HOUR SHIFT WORK SCHEDULE

1. Work Schedule. A "10-hour" work schedule shall refer to any employee 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 annual leave 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.

MULTICARE HEALTH SYSTEM/GOOD SAMARITAN HOSPITAL

APPENDIX B

12-HOUR SHIFT WORK SCHEDULE

1. Work Schedule. A "12-hour" work schedule shall refer to any LPN regularly scheduled to work one (1) or more twelve (12) hour shifts per week.
2. Overtime. 12-hour LPNs 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 LPNs 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. LPNs 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. 12-hour shift LPNs 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, as per Section 11.3, except that double time (2x) will be paid for all hours worked after the fourteenth (14th) consecutive hour.
5. Rest Between Shifts. In scheduling work assignments, the Employer will provide each full-time and part-time LPN with at least ten (10) hours off duty between shifts, unless otherwise requested by the LPN, or pay the LPN one and one-half (1 1/2) times the LPN's regular rate for all time worked within this ten (10) hour period or for a minimum of four (4) hours, whichever is greater. This section shall not apply to continuing education committee meetings, staff meetings, or to time spent on standby and callback assignments, except for LPNs placed on low census standby who are called back to work.

MULTICARE HEALTH SYSTEM/GOOD SAMARITAN HOSPITAL

APPENDIX C

WAGE SCHEDULE

	Base	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 12	Yr 14	Yr 16	Yr 18	Yr 20	Yr 22	Yr 25
Effective Date																		
Dec 7, 2008	\$17.00	\$17.51	\$18.04	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91	\$21.54	\$22.19	\$22.86	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.31	\$28.13
Oct 1, 2009	\$17.51	\$18.04	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91	\$21.54	\$22.19	\$22.86	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.31	\$28.13	\$28.97
Oct 1, 2010	\$18.12	\$18.67	\$19.23	\$19.81	\$20.40	\$21.01	\$21.64	\$22.29	\$22.96	\$23.66	\$24.37	\$25.11	\$25.86	\$26.64	\$27.44	\$28.26	\$29.11	\$29.99