

2008 - 2011

EMPLOYMENT AGREEMENT

By and Between

ST. CLARE HOSPITAL

and

SEIU HEALTHCARE 1199 NW

(Non-Professional Employees)

This Agreement is made and entered into by and between St. Clare Hospital (hereinafter referred to as the "Employer") and the SEIU Healthcare 1199 NW (hereinafter referred to as the "Union"). The purpose of this Agreement is to promote and improve labor management relations between the parties and to achieve the mutual goal of patient care by establishing standards of wages, hours, and other conditions of employment to be observed to facilitate joint discussions and cooperative solutions of mutual problems.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all nonprofessional employees employed by the Hospital, including skilled maintenance employees, business office clerical employees, technical employees and all other nonprofessional employees, but excluding licensed practical nurses, registered nurses, physicians, all other professional employees, and guards and supervisors as defined in the Act, as certified by NLRB Case 19-RC-12669.

ARTICLE 2 - 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/or meeting medical emergencies. The Union further recognizes the right of the Employer to direct the work force; to operate and manage the Hospital; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to contract or subcontract the whole or any part of the operation; to select and hire employees; to promote and transfer employees; demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be

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exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

### ARTICLE 3 - UNION SECURITY

3.1 Membership. All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. For the purposes of this Agreement, "in good standing," is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30) 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. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

The Union and the Employer agree that those employees employed by St Clare Hospital on November 19, 2002, who have exercised their option not to join the Union under previous agreements, 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 this Article thereafter.

3.2 Union Dues. During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage assignment form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-

17-100. The minimum deduction will be one dollar and fifty cents (\$1.50) per pay period. Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse St. Clare Hospital (SCH) for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. SCH and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover SCH costs of administering the check off. Accordingly, the parties agree that SCH 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 SCH for its reasonable costs of administering the check off.

#### ARTICLE 4 - REPRESENTATION

4.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges or patient care areas unless advance 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.

4.2 Delegates. The Union may select employees from the bargaining unit to function as delegates. Delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during the non-working time of both the delegate and the individual employee and shall not interfere with the work of other employees.

4.3 Bulletin Board. The Employer shall designate bulletin board space for the use of the local unit. In addition to existing bulletin boards, space will be made available on a bulletin board designated by the Employer in a non-public area in each department in which employees

represented by the Union regularly work. All materials posted on the bulletin board must, prior to posting, be initialed and dated by the delegate or Union Representative or carry the Union logo. The Union will provide a copy of the material to be posted to the Human Resources Department prior to posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

4.4 Bargaining Unit Rosters. Upon the signing of this Agreement and monthly thereafter, the Hospital shall provide the Union with a roster containing the names, addresses, department, classification, employee status, date of hire, rate of pay, FTE, gross earnings, and employee identification number for all employees covered by this Agreement. The list will be submitted electronically in Excel format.

4.5 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to and confirmed by the Human Resources Manager or designee and space is available.

4.6 Orientation. The delegate (or Union Representative) will be given up to one-half (1/2) hour on the delegate's own time to introduce the Union contract to newly employed members of the bargaining unit following hospital orientation. Attendance shall be voluntary and shall be unpaid time for both the delegate and the new employee. The delegate will have access to the Employer's orientation calendar.

4.7 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide release time for at least one (1) employee per work area to participate in contract negotiations. The employee shall be responsible for requesting the time off from their supervisor within a reasonable time frame following confirmation of bargaining dates.

## ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week or eighty (80) hours within a fourteen (14) day period and has successfully completed the required introductory period.

5.1.1 An employee regularly scheduled to work ten (10) hours per day, four (4) days per week, or seven (7) consecutive days followed by seven (7) consecutive days off work, shall be regarded as a full-time employee.

5.1.2 An employee regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time employee.

5.1.3 16-Hour Shift Employee. An employee who is regularly scheduled to work two (2) sixteen (16) hour shifts each weekend shall be regarded as a full-time employee.

5.2 Part-time Employee. An employee who is regularly scheduled to work sixteen (16) or more hours per week or thirty-two (32) or more hours in a two (2) week period, but less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

5.3 Introductory Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer as a regular status employee for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the employee shall be designated as a full-time or part-time employee unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure. A per diem employee who converts to regular status as described in section 5.4.1, will not be subject to an introductory period if they have been employed in the same department and same job classification for six months and worked an average of sixty-four (64) hours per pay period.

5.4 Per Diem Employee. An employee hired to work on an "as needed" basis without any guarantee of hours to relieve regular employees due to illness, to temporarily fill vacant positions, to work during vacation periods or leaves of absence, and during temporary fluctuations due to increased work load. Per diem employees do not accrue seniority nor receive any benefits. Per diem employees shall receive fifteen percent (15%) above their regular hourly rate of pay in lieu of all benefits.

5.4.1 Review of Per Diem Status. Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a six (6) month period may request a review of the employee's position to determine whether it should be converted to a regular position and posted (6.4). Such requests shall be made in writing by the per diem employee to the manager.

5.5 Temporary Employee. An employee filling a position that is associated with a specific need or situation which is temporary in nature. The position shall have a designated FTE and shall be for no more than six (6) months in duration. Temporary positions will be posted. Prior to hiring a temporary employee, the Hospital will give consideration to current part-time staff (subject to skill, competence and ability in the opinion of the Employer) who want the opportunity to increase their FTE on a temporary basis. Temporary employees are not eligible for benefits or longevity steps.

5.6 Regular Rate of Pay. The regular rate of pay shall be the employee's hourly pay rate plus shift differential for those employees working the evening or night shift.

## ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. The Employer and the Union agree that employment shall be without regard to race, creed, color, religion, age, sex, marital status, veteran's status, national origin, disability, or sexual orientation, provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

6.2 Notice of Resignation. Employees who have completed the required introductory period shall be required to give at least twenty-one (21) days' written notice of resignation. The Employer and the Union encourage employees to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. The twenty-one (21) day notice requirement shall not include any vacation without management approval or sick leave without written verification by a physician. The Employer may seek a second opinion at its expense. Failure to give the required written notice shall result in loss of accrued benefits. The Employer will give consideration to extenuating circumstances that make such notice by the employee impossible.

6.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as counseling, verbal and written reprimands and the possibility of suspension without pay). Any employee involved in gross misconduct shall not be subject to progressive discipline and shall be subject to immediate suspension or termination as the Employer determines to be appropriate. An employee may request the attendance of a Union representative at any scheduled disciplinary meeting.

6.4 Job Openings. Notices of vacancies in existing positions shall be posted for at least seven (7) calendar days, and newly created positions for seven (7) calendar days on designated bulletin boards and the bulletin board directly outside the Human Resources office in advance of filling the position in order to afford current employees the first opportunity to apply. When a job opening occurs within the bargaining unit, length of service with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, ability and prior job performance are considered equal in the opinion of the Employer. To be considered for any job openings, an employee must submit an application through the on-line employment process. The status of an employee's application will be emailed to the employee. If an employee is accepted for a new position, the employee will be ineligible to apply for another position for a six (6) month period unless agreed to by the employee's supervisor. This six (6) month requirement shall not apply to employees unable to perform a job due to an injury, illness or disability certified by a physician, or to employees on layoff status (7.2) who have taken a position outside of their job classification, or at a reduced FTE, while awaiting recall (7.3).

6.5 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. The error will be corrected within five (5) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date.

6.6 Job Description. At the time of hire or upon the employee's request, the Employer shall furnish to the employee a copy of the job description of the employee's job classification. The job description shall be reviewed with the employee by the employee's supervisor during the departmental orientation and anytime thereafter when changes are made.

6.7 Employee Evaluation. The Employer shall perform yearly evaluations on the employees when normally done. The employee may prepare a self-evaluation and review it with his/her supervisor. The employee shall, upon request, receive a copy of evaluations and job description at the time of evaluation.

6.8 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital and patient services, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be trained and oriented to the job.

6.9 Employer Meetings. Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Employees will be paid a minimum of two (2) hours when coming to the hospital for mandatory meetings on a scheduled day off.

6.10 Tuition Reimbursement. The Hospital recognizes the value of education to the Employer and the employee. The Hospital shall maintain its current program regarding tuition reimbursement that shall be applicable when the employee is eligible.

6.11 Contracting Out. At the time of ratification of this Agreement, it is understood that the Employer has no pending plan to subcontract any bargaining unit work. The Employer agrees to give the Union at least ninety (90) days advance written notice prior to subcontracting work that will result in a layoff of bargaining unit members. The Employer will meet with the Union within two (2) weeks of the written notice to begin good faith discussions related to the subcontracting.

6.11.1 The Employer shall meet and confer with the Union and provide relevant information concerning the subcontracting, including but not limited to the reason, need, financial impact (if any), affected work and affected employees, alternatives considered, and other relevant factors as may be requested by the Union.

6.11.2 The good faith discussions of options and needs will include but are not limited to Union proposed options and reasonable alternatives that could meet the Employer's primary business needs, and potential options with subcontractors.

6.11.3 The discussion regarding subcontracting will conclude within ninety (90) days from the date the Employer provided advance written notice of the subcontracting.

6.11.4 This agreement to meet to consider the Union recommended alternatives is not intended to create a duty to bargain over the decision; however, this agreement is not intended as a waiver by the Union of any right it may have to bargain over the effects of a layoff, where that right would otherwise exist.

## ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as a full-time, or part-time employee's continuous length of service with St. Clare Hospital from most recent date of hire. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire. A per diem employee who has had their position converted to regular status and whose introductory period has been waived as described in section 5.3 shall also be credited with seniority from most recent date of hire.

7.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by job classification. In the event of a layoff within a job classification, seniority shall be the determining factor providing that skill, competency, and ability in a specific area are considered equal in the opinion of the Employer. Where possible, twenty-one (21) days' advance notice shall be given to the Union and to those employees affected by the layoff. When twenty-one (21) days notice is not possible, affected employees will receive pay in lieu of notice at their scheduled FTE. Any layoff out of seniority will be communicated in writing to the delegate. Upon request, the parties will meet to review the order of layoff. This section shall not apply to low census conditions.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, employees will be reinstated within a job classification in the reverse order of the layoff providing skill, competence and ability in a specific area and prior job performance are considered equal in the opinion of the Employer. Upon reinstatement, the employee shall have all previously accrued benefits and seniority restored. Any recall of employees out of seniority will be communicated to the Union steward.

7.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another

hospital, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.5 Roster. In the event of a layoff, a seniority roster will be available at the Human Resources Department with a copy provided to the Union.

7.6 Low Census. Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will equitably rotate mandatory low census among all available employees by unit, classification and shift providing skill, competence and ability are adequate to meet patient care needs. Agency employees will be released from work prior to implementing low census providing other regular employees remaining on the unit possess the skills, ability and experience to perform the required work and patient safety is not a factor in the judgment of the Employer. The reduction of staff will occur as follows:

- First Cut - Employees working in any time and one-half (1 1/2) condition (excluding employees receiving rest between shift premium pay)
- Next Cut - Requested cut (volunteers)
- Next Cut - Per Diem
- Next Cut - Part-time working above their FTE
- Next Cut - Mandatory rotational cut to include full-time, part-time and temporary employees (including travelers)

In an effort to maintain an equitable rotation of low census, employees subject to low census will be given the opportunity to float to other units where the need exists, and where the employee is qualified to perform the required work in the opinion of the Employer. All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list. Inadvertent or mistaken application of this provision shall be remedied on the next rotation or as soon as practical.

Partial days of low census will be accrued for the purpose of determining the total amount of low census time off assigned. Low census days shall not alter an employee's anniversary date or benefit accrual rate. Employees on low census will only be placed on standby by mutual consent.

The Employer will attempt to give at least one and one-half (1 1/2) hours' notice to the employee in advance of the scheduled shift of a low census day. If the Employer does not attempt to notify the employee at least one and one-half (1 1/2) hours in advance of the shift and the employee reports to work, the employee will be provided at management's discretion with four (4) hours of work or four (4) hours of pay at straight time. If the Employer does attempt to notify the employee at least one and one-half (1 1/2) hours prior to the scheduled shift but fails to reach the employee, the four (4) hour guarantee shall not apply. .

7.7 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor as soon as the problem is identified. Employees believing there is a continuous workload or staffing problem, which may include low census issues or the ability to receive rest periods and lunch breaks, should attempt to resolve the problem with the supervisor. Continuous or potential workload or staffing problems discussed with the supervisor that have not been resolved should be addressed to the Department Director. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Conference Committee for further review. Employees are encouraged to raise staffing concerns and shall be free from retaliation or reprisal for raising such concerns with management.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

### 8.1.1 10-Hour Day.

(a) Patient Care Areas. The normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

### 8.1.2 12-Hour Day.

(a) Patient Care Areas. The normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

8.1.3 16-Hour Day. By mutual agreement between the employee and the Employer, the normal work day may consist of sixteen (16) hours to be completed within sixteen and one-half (16 1/2) consecutive hours.

8.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The workday and work week specified in this article shall not constitute guaranteed hours of work.

8.3 Innovative Work Schedules. Other innovative work schedules may be established in writing by the Employer with the consent of the employees involved and prior notification to the Union. Where work schedules other than the eight (8) hour day work schedule 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 alternative work schedule after at least fourteen (14) days' advance notice to the employees.

8.4 Work Schedules. The Employer retains the right to adjust work schedules and to maintain an efficient and orderly operation. The Employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective. Except for emergency conditions involving patient care, low census conditions and other unforeseeable conditions beyond the Employer's control, individual scheduled hours of work set forth on the posted work schedule may only be changed by mutual consent. In all cases, reasonable good faith efforts will be made to notify all affected parties when a change is made. Employee initiated schedule changes shall not result in overtime or premium pay obligations being incurred by the Employer.

8.4.1 Shift Rotation. The Employer will not schedule employees to rotating shifts on a regular basis except by mutual agreement between the Employer and the employee. Such mutual agreement may be made at the time of hire or position change. If rotation of shifts is necessary, the Employer shall first seek volunteers. If the Employer determines there are not sufficient volunteers, then in order of least seniority, it will assign an employee(s) that it deems to have the skills and abilities. The Employer will make a reasonable effort to resolve the staffing situation within ninety (90) days. If it is necessary to assign an employee again during the term of this Agreement, the Employer will rotate the assignment to the next least senior employee or the most recently hired employee, provided the employee possesses the necessary skills and abilities.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) the regular rate of pay for work performed beyond the normal work day or the normal work week. Overtime at the rate of double time (2x) will be paid for all hours worked in excess of twelve (12) consecutive hours within the twenty-four (24) hour period. All overtime must be approved by the supervisor. For purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential. Overtime will be computed and paid to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay and/or other premium pay, except as per Section 11.4.

8.5.1 12-Hour Shifts. If an employee works two (2) hours or less of overtime, overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. If an employee works more than fourteen (14) consecutive hours, all overtime shall be paid at the double time (2x) rate of pay.

8.5.2 16-Hour Day. The double time provisions of Section 8.5 shall not apply to 16-hour shifts.

8.6 Meal/Rest Periods. Employees shall receive an unpaid thirty (30) minute meal period during each regular work day. If an employee is required by the Hospital to remain on duty or is called back to work during a meal period, such time shall be considered as time worked for pay purposes. Employees shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. During rest periods, employees shall remain on Hospital premises. The application and administration of this section shall be consistent with state law. In accordance with departmental procedures, employees who carry a paging device shall be responsible for giving the pager to another employee during the employee's meal period.

8.7 Rest Between Shifts. The Employer shall make a good faith effort to provide each employee with an unbroken rest period of at least eleven (11) hours between shifts, unless mutually agreed to between the employee and the Hospital. In the event that an employee is required to report to work in less than eleven (11) hours following the completion of the previous day's work, the subsequent shift shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay. There will be no scheduling of split shifts except by mutual agreement. This section shall not apply to inservice education offerings, committee meetings, staff meetings or to standby and callback assignments.

8.7.1 Ten (10) and Twelve (12) Hour Shifts. For ten (10) hour shifts, the rest period between shifts shall be eleven (11) hours; for twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise the commitments in 8.8 shall apply.

8.7.2 16-Hour Shifts. The rest between shifts provisions of Section 8.8 shall not apply to 16-hour shifts.

8.8 Scheduled Days Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked unless by mutual agreement, arrangements have been made to provide the employee with another day off.

8.9 Availability of Hours. Part-time and temporary employees desiring additional hours up to full-time shall notify the supervisor in writing. Requests shall be considered based on availability and ability to do the work. Subject to skill, competence, ability and availability, part-

time employees will be offered additional temporary straight-time hours before per diem employees are utilized.

8.10 Requested Time Off. The Employer will put forth a good effort to locate coverage when an employee requests time off before a schedule is posted. This effort may include posting a list in a designated place of "shifts needing coverage". Qualified employees will be allowed to sign up for extra work if the cost to the Employer is not increased (i.e., overtime, premium pay). Any relief coverage obtained by an employee for their requested absence after the schedule is posted must be submitted to and approved by the employee's immediate supervisor or designee, and shall not result in increased overtime costs unless approved in advance by the Employer.

8.11 Weekends. Employees covered by this Agreement may be required to work weekends. The Employer will rotate weekend work in a fair and reasonable manner according to the needs of the department. Subject to patient care and other business considerations as determined by the Employer, insofar as practical, weekend work will be scheduled so as to allow every other weekend off.

8.12 Weekend Scheduling. The Employer will make a good faith effort to rotate any weekend work in a fair and equitable manner consistent with departmental needs. If a full-time or part-time employee is required to work on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. This section shall not apply to per diem employees, employees who voluntarily agree to more frequent weekend duty, or to employees who are hired to work every weekend. The weekend shall be defined as Saturday and Sunday for day and evening shift employees, and Friday night and Saturday night for night shift employees.

8.12.1 Food Service Department. Employees required to work on a third consecutive weekend shall be paid one and one-half (1 1/2) times the regular straight-time rate for work on that third weekend. Work performed on a fourth consecutive weekend shall initiate a new weekend cycle and would be compensated at the regular rate of pay. This section shall not apply to employees who volunteer for additional weekend work, employees who have a work schedule that includes the working of weekends, or employees who trade weekends. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable for overtime pay.

## ARTICLE 9 - COMPENSATION

9.1 Wage Rates. Employees will be paid in accordance with the hourly wage schedules set forth in Appendix "A".

9.2 Effective Dates; Changes in Compensation. Wage increases, longevity steps and any other changes in compensation set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated.

9.3 Longevity Steps. Longevity steps shall be paid after completion of each anniversary year of employment as set forth in Appendix "A".

9.4 Recognition for Past Experience. Full-time and part-time employees hired during the term of this Agreement shall be compensated in accordance with the following plan:

- a. Employees with two (2) or more years of continuous recent experience shall be employed at not less than the first longevity step (step 1).
- b. Employees with four (4) or more years of continuous recent experience shall be employed at not less than the second longevity step ( step 2).
- c. Employees with six (6) or more years of continuous recent experience shall be employed at not less than the third longevity step (step 3).
- d. Employees with eight (8) or more years of continuous recent experience shall be hired at not less than the fourth longevity step (step 4).
- e. For purposes of this section, continuous recent experience shall be defined as relevant experience in an accredited hospital without a break in experience which would reduce the level of skills as determined by the Employer.

9.4.1 If a new employee is hired above the minimum longevity step set forth in Section 9.4, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

9.5 Premium in Lieu of Benefits. Benefit eligible (FTE .4 and above) employees may elect pay in lieu of benefits during their initial enrollment period and during the annual open enrollment period. Fifteen percent (15%) will be added to the employee's base pay. Employees electing pay in lieu of benefits will waive all health and welfare programs and all paid time off programs. An employee electing pay in lieu of benefits will be granted time off without pay in accordance with the Hospital's vacation schedule policy, and the employee may request unpaid time off for educational and professional meetings.

9.6 Work in Multiple Classifications. Employees assigned to a different classification for a full shift or more or regularly assigned to a different classification shall be placed on the step of the scale of that classification as follows: If the classification pay rate is the same or lower than that of the employee's primary classification, the employee's rate of pay will not change. If the

classification pay rate is higher than that of the employee's primary or previous classification, the employee will be placed at the first step of the new pay scale that results in a higher rate of pay than the employee's current step. Employees who, on the effective date of this Agreement, are currently assigned at higher steps in second or third positions shall retain such placement.

9.7 New Job Classifications. Should a new job be created within the bargaining unit or an existing job substantially modified, the Employer and the Union shall negotiate the rate of pay established for such classification.

## ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Effective the first pay period following the date of ratification, employees assigned to work the second (3-11:30 p.m.) shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour over the regular hourly rate of pay. Employees assigned to work the third (11:00 p.m. - 7:30 a.m.) shift shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour over the regular hourly rate of pay. Employees regularly scheduled to work an overlapping shift shall receive shift differential for the entire shift if a majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours worked, shift differential will be split and paid according to the applicable shifts.

10.1.1 Professional and Technical Classifications. Effective the first pay period following the date of ratification, employees assigned to professional or technical classifications will be paid a second shift differential of one dollar and eighty-five cents (\$1.85) per hour and a third shift differential of two dollars and seventy-five cents (\$2.75) per hour.

10.2 Standby. Employees who are off duty on standby status shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits.

10.2.1 Professional and Technical Classifications. Standby pay for professional and technical classifications shall be increased to three dollars and seventy-five cents (\$3.75) per hour.

10.3 Callback. Any employee who is relieved of duty and who is called back to work after completion of the regular work day or employees who are on standby status (10.2) and who are called back to work, shall be compensated at time and one-half (1 1/2) for all hours worked with a minimum of three (3) hours. If an employee is called back more than once in the same three (3) hour period, only one minimum guarantee shall be due that employee. This section shall not apply when an employee reports to work in advance of the assigned shift. Standby pay shall not be paid when the employee is receiving callback pay

10.3.1 Callback Relief. If as a result of significant callback activity an employee cannot function with reasonable skill and safety during his/her next scheduled shift, the employee should immediately notify his/her immediate supervisor. The supervisor shall take all practical measures to transition the employee's duties as soon as possible. The employee will be required to use Annual Leave and once time off is granted it will not be counted as a SNO on the employee's attendance record.

10.4 Report Pay. Employees who report for work on a regularly scheduled shift without working a minimum of four (4) hours shall be paid for four (4) hours' work at the regular rate of pay. Where the Employer has attempted to notify the employee or has left a message on the employee's telephone answering machine at least one and one-half (1 1/2) hours prior to the shift start time advising the employee 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.

10.5 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. 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.

10.5.1 Professional and Technical Classifications. Employees assigned to professional or technical classifications will receive a weekend premium of two dollars (\$2) per hour.

10.6 Lead Pay. Employees assigned to a lead position shall be paid one dollar (\$1.00) per hour above their base rate of pay.

10.6.1 Lead Pay-Professional and Technical Classifications. Employees assigned to a lead position shall be paid one dollar twenty-five cents (\$1.25) per hour above their base rate of pay.

10.7 Certification Pay- Professional and Technical Classifications. An employee holding a specialty certification recognized by the Employer shall be paid a premium of eighty cents (\$.80) per hour.

## ARTICLE 11 - ANNUAL LEAVE

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

<u>Upon Completion of (2080 hours):</u>	<u>Annual Leave Paid Hours</u>	<u>Accrual Rate</u>
1 years or more	152	.0730
5 years or more	192	.0923
10 years or more	232	.1115
20 years or more	272	.1307

Employees who have selected the fifteen percent (15%) wage premium in lieu of benefits shall not be eligible for paid annual leave.

11.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the introductory period, an employee is not eligible to receive compensation from the annual leave account. During the first six (6) months of employment, an employee may not schedule any annual leave time off except for recognized holidays. Employees are requested to provide as much notice as possible. Employees are asked to submit requests by March 1 of each year. Employees who have submitted vacation requests between January 1 and March 1 shall be notified of vacation approval/denial by April 1. Such vacation requests shall be granted on the basis of seniority, subject to departmental needs. The Hospital will make a good faith effort to approve vacation requests consistent with the vacation scheduling procedure. The annual leave schedule shall be posted in each department by April 1. In the event an employee is denied his/her first and second choice of vacation, the employee will have the option of taking time off at another time or receiving the time in wages. Vacation scheduling around holidays will be equitably rotated. For vacation requests made after March 1, the Employer will respond no later than twenty-one (21) days after receipt of the request. After March 1, annual leave will be granted on a first-come, first-served basis. An annual leave request form is required at least thirty (30) days in advance. Employees may, at their option, use or not use accrued annual leave for low census days.

11.2.1 Prime Time. Prime time periods are defined as the period from June 1 through Labor Day and the period from November 15 through January 2. Requests for prime time annual leave submitted by March 1 will be approved on the basis of seniority, provided, however, that in the event of conflicting requests for the same time period, employees may not be granted the same prime time period off two (2) years in a row if such granting would result in the denial of annual leave for another employee. In addition, the Employer may limit an employee's annual leave to two (2) calendar weeks during any single prime time period, if permitting such leave beyond two (2) weeks would result in another employee not being able to take annual leaves during that same prime time period.

11.3 Loss of Annual Leave. Employees may not accumulate more than two (2) years' annual leave. Annual leave in excess of two (2) years must be used before completing a subsequent year of employment. An employee will not lose accrued annual leave without receiving prior written notification from the Employer, nor will an employee lose accrued annual leave if the Employer was unable to schedule the time off.

11.4 Work on Holidays. All employees who work on the following holidays, President's Day, Memorial Day, Independence Day, Labor Day, thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked on the holiday. For purposes of this section a holiday will begin at 11:00 p.m. the evening before and will end at 11:00 p.m. the evening of the recognized holiday. Exception: The time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. Premium pay hours worked shall count as time worked in computing overtime hours in the work period.

11.4.1 Part-time and per diem employees receiving premium pay in lieu of benefits who work on a holiday recognized in Section 11.4 shall receive one and one-half (1 1/2) times the employee's regular rate of pay.

11.5 Rotation of Holiday Work. Holiday work shall be rotated by the Employer on an equitable basis with consideration being given to special scheduling requests of senior employees, whenever possible. By January 15 of each year, the Employer shall post a list specifying the dates on which holidays are to be observed.

11.6 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those employees who are discharged for cause.

11.7 Pay Rate. Annual leave pay shall be paid at the employee's regular rate of pay.

## ARTICLE 12 - HEALTH BENEFITS

12.1 Benefits Plan. Beginning the first of the month following thirty (30) days of continuous employment, all full-time and part-time employees who work forty-eight (48) hours or more in a fourteen (14) day period on a regularly scheduled basis shall be included under and covered by the Employer's Benefits Plan providing medical insurance (including options for dependent coverage), dental insurance and prescription drug benefits, and other insurance benefit options. For those employees who work forty-eight (48) hours or more in a fourteen (14) day period on a regularly scheduled basis, the Employer will pay the employee's medical and dental insurance premiums. All part-time employees who are regularly scheduled for thirty-two (32) to forty-

seven (47) hours of work in a fourteen (14) day period will be able to participate, paying for half of the Employer's cost for the medical and dental coverage, and other insurance benefit options.

12.2 Retirement Plan. The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

12.3 Life Insurance. A group term insurance plan will be provided for all employees who work forty-eight (48) hours or more per pay period.

12.4 Plan Changes. In the event the Employer modifies its current Benefits Plan or Retirement plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

### ARTICLE 13 - SICK LEAVE

13.1 Accrual. Employees will accrue eight (8) hours of paid sick leave for each 173.3 paid hours of employment cumulative up to 120 days (960 hours).

13.2 Paid Benefits. Sick leave shall be paid at the employee's regular rate of pay for any illness or injury which renders the employee incapable of performing his/her duties and for illness or injury of an employee's dependent child pursuant to Washington State Law. The Hospital reserves the right to require reasonable proof of such illness.

13.3 Notification. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

13.4 Cash-Out/Conversion. The Hospital shall maintain current policies regarding sick leave cash-out/conversion that shall be applicable when the employee is eligible, and at termination.

13.5 Eligibility. Employees are eligible for sick leave benefits after the completion of the ninety (90) day introductory period.

### ARTICLE 14 - LEAVE OF ABSENCE

14.1 All leaves are to be requested from the Employer in writing as far in advance as possible, stating the type of leave and the amount of time requested. A written reply to grant or deny the

request shall be given by the Employer within thirty (30) days. All leaves of absence shall be without pay, unless specifically provided for herein.

14.2 Disability (Maternity and Health) Leave. A disability leave of absence for maternity or health reasons shall be granted upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. A maternity leave shall be granted for the period of temporary disability.

14.3 Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition or when an employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or the collective bargaining agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. The confidentiality of employee medical information acquired by the Employer through FMLA processes will be protected under applicable law including HIPA.

14.3.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265 et. seq.), an employee shall have access to sick leave in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health and/or emergency condition.

14.4 Leaves of Absence for Education. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits or wage step, provided the educational courses to be studied are directly related to a health care position and are approved by the Department Director.

14.5 Personal Leave. An employee may request a leave of absence for personal reasons. Prior to requesting a personal leave, an employee must have previously used all accrued paid time off. The leave is discretionary and subject to management approval/disapproval.

14.6 Military Leave. Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the St. Clare Hospital Leave of Absence policy.

14.7 Bereavement Leave. Up to three (3) scheduled work days of paid leave will be granted during the seven (7) day period following the death of an employee's immediate family member. Additional paid time off may be granted, up to a maximum of five (5) scheduled working days, when extensive travel is required to attend the funeral. Immediate family shall be spouse, significant other in lieu of spouse, child, grandchild, brother or sister, parent, grandparents of employee, parent of spouse, brother or sister of spouse or steppersons. Employees who are benefit eligible but have elected "pay in lieu" may take bereavement leave as unpaid time.

14.8 Jury Duty. A full-time or part-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the employee's jury duty/witness fee pay and the employee's regular rate of pay, provided that the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the court if the jury duty imposes a hardship upon the Employer.

14.9 Anniversary Date. Leave with pay shall not alter an employee's anniversary date of employment, accrued hours, benefits or status with the Employer.

14.10 Reinstatement from Leave. An employee will be entitled to reinstatement from a leave of absence as follows:

- a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.
- b. Disability Leave: Employees who return to work within ninety (90) days following an approved disability leave of absence (11.2) shall return to the employee's prior position; provided, however, this commitment shall not apply to employees who have previously exhausted their FMLA leave entitlements within the last twelve (12) months. Upon return from a disability leave in excess of ninety (90) days, the employee will be returned to the employee's prior position if still vacant; otherwise the employee will be offered the first available opening for which the employee is qualified for the remainder of the six (6) month period.
- c. Personal Leave: The employee will be reinstated to the same position if he/she returns from leave within thirty (30) calendar days. Upon return from a personal leave in excess of thirty (30) calendar days, the employee will be returned to the employee's prior position if still vacant; otherwise, the employee will be offered the first available position for which the employee is qualified.

- d. Military Leave: An employee returning from a military leave will be reinstated as required by law.
- e. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.
- f. Educational Leave: An employee's position will be held for the first ninety (90) calendar days of an authorized educational leave.

## ARTICLE 15 - COMMITTEES

15.1 Conference Committee. A Conference Committee shall be established to discuss matters of mutual interest. The purpose of the Committee is to foster improved communications between the Employer and the employees of the bargaining unit as opposed to addressing individual complaints. The Committee shall be an advisory rather than a decision-making body and shall have no collective bargaining authority. The Union shall designate four (4) employees to participate on the Committee, fifty percent (50%) representing professional/technical classifications and fifty percent (50%) representing support/service areas of the bargaining unit. The Employer shall designate up to four (4) representatives to participate in the Committee. The Conference Committee shall meet at least once every other month unless there is mutual agreement to establish a different meeting schedule. The Employer will pay up to four (4) Union-appointed employees one (1) hour of pay each for committee attendance, up to six (6) times per year.

15.2 Safety Committee. The Employer will continue the operation of its Safety Committee in adherence to all State and Federal regulations. This Committee shall investigate and make recommendations of education and preventative health and safety measures for the workplace and its employees. The Union shall appoint one (1) employee from each of its bargaining units to be placed on this Committee. All time on this Committee shall be paid at the employee's regular rate of pay.

## ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 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.

16.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits

set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

16.2.1 Terminations. Grievances resulting from the termination of employees shall be filed at Step 2 of the grievance procedure.

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

Step 1. Immediate Supervisor.

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee 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 employee within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Employee, Union Representative and Chief Operating Officer or Designee.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union representative, if requested by the employee, shall present the grievance in writing (setting forth the detailed facts concerning the nature of the grievance, contractual provisions allegedly violated and relief sought) to the Chief Operating Officer or designee within fourteen (14) calendar days of the immediate supervisor's decision. The Chief Operating Officer and/or designee shall meet with the parties and issue a written reply within fourteen (14) calendar days following the meeting of the parties.

Step 3. Vice President Human Resources.

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President Human Resources, or designee, within fourteen (14) calendar days of the receipt of the Step 2 response. The Vice President Human Resources, and/or designee, employee and Union representative shall meet for the purpose of resolving the grievance. The Vice President Human Resources, or designee, will issue a written reply within fourteen (14) calendar days of the meeting of the parties.

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 Vice President Human Resources or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within 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.

16.4 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 17 - NO STRIKE—NO LOCKOUT (UNINTERRUPTED PATIENT CARE)

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown, or other work stoppage or a threat thereof. The Union and its officers will do everything within their power to end or avert the same. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that in consideration of the above, it will not lock out employees during the term of this Agreement.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise. The terms of agreement expressed herein constitute the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

18.2 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement shall be found to be contrary to existing law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

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

ARTICLE 19 - DURATION

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

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

ST. CLARE HOSPITAL

SEIU HEALTHCARE 1199 NW

\_\_\_\_\_  
David Lawson,  
Vice President Human Resources

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

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Sharon Royne, Director of Employee  
and Labor Relations

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Denise Baeza  
Lead Organizer

---

Matthew W. Lynch  
Employer Representative

Letter of Understanding by and between St. Clare Hospital and SEIU Healthcare 1199NW

Respect and Diversity Committee

St. Clare management, jointly with representatives of the employees, will participate on a recommendation team for the purpose of developing recommendations to address employee concerns pertaining to respect and diversity in the bargaining unit.

The committee will identify problems and recommend solutions to respect and diversity issues, including a review of policies, procedures and trainings. The committee will obtain the services of a facilitator from the Federal Mediation and Conciliation Service to assist in this collaborative process.

The recommendation team shall be composed of up to five (5) employees appointed by the Union and one (1) SEIU 1199NW staff member, and up to five (5) managerial employees designated by the Employer.

The team will meet monthly at a mutually agreeable time through December 31, 2008. Thereafter, the identification of problems and recommendations for solutions to respect and diversity issues will be referred to the Conference Committee. Team members will be paid for their time to participate on the committee.

DATED this \_\_ day of \_\_\_\_\_, 2008.

ST. CLARE HOSPITAL

SEIU HEALTHCARE 1199NW

\_\_\_\_\_

\_\_\_\_\_

Letter of Understanding

St. Clare Hospital/SEIU Healthcare 1199NW

August 8, 2008

CS Techs

CS Techs on the service pay schedule who hold certifications as of the date of ratification will be grandfathered at twenty-five cents (\$.25) per hour.

ST. CLARE HOSPITAL

SEIU HEALTHCARE 1199NW

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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2008 - 2011  
EMPLOYMENT AGREEMENT  
By and Between  
ST. CLARE HOSPITAL  
and  
SEIU HEALTHCARE 1199 NW  
NON-PROFESSIONAL EMPLOYEES