

AGREEMENT

By and Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

SERVICE AGREEMENT

July 1, 2008 – June 30, 2011

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VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

July 1, 2008 – June 30, 2011

This Agreement is made and entered into by and between Valley Medical Center, hereinafter referred to as either the “Hospital” or the “Employer,” and SEIU Healthcare 1199NW, hereinafter referred to as the “Union” for the purpose of governing their mutual relations by fixing the following scale of wages, schedules of hours, working conditions and regulations affecting the employees of the Employer who are represented by the Union as set forth in Article 1.

This Agreement shall be binding upon Valley Medical Center and any successor employer.

ARTICLE 1 – UNION RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for those nonprofessional employees whose job classifications are set forth in Exhibit “A” attached hereto and made part of the Agreement excluding supervisory, professional, and student employees who are employed less than ninety (90) days annually, vacation relief employees and trainees.

1.2 The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status or effectively recommend the above personnel actions, and it is not the Employer’s policy to establish jobs or job titles for the purpose of excluding such employees from the unit.

1.3 All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing”, for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis.

It shall be a condition of employment that all employees covered by this Agreement who are hired on or after ratification shall on the thirtieth (30th) day following the beginning of such

employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

1.5 The Employer will deduct an amount equal to the Union's uniform monthly dues or representation fees 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. This Agreement shall apply to dues and representations fees deductions only and shall not include deductions for other Union fees. Deductions will be transmitted to the Union by check payable to its order on or before the twentieth (20th) day of each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues or representation fees hereby undertake 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.

1.6 Access. The Union Representative of the locals represented within the Union shall be allowed admission to the Hospital at any reasonable time providing the Human Resource Director or designee is notified adequately in advance. Such authorized Union representative shall confine their activities to matters related to this Agreement and shall not interfere with the function of the Hospital.

1.7 The Employer shall furnish a bulletin board for the purpose of the Union, including one in each clinic. Space will be made available on one (1) bulletin board in each department in which employees represented by the Union regularly work. Such bulletin board may be shared with other Union groups. All materials posted on such boards must, at the time of posting be provided to the Administrator, Organizational Development.

1.8 Rosters. Upon the signing of this Agreement, the Employer will supply to the Union two (2) reports of all employees covered by this Agreement.

- a) A bi-weekly Bargaining Unit Roster sent via e-mail which will include name, address, telephone number, job title, employee identification number, FTE, shift, department, date of hire/termination, rate of pay, and employment status.
- b) A hard copy Dues Report of the first and second pay period each month which will include name, employee number, and dues amount deducted. The Employer agrees to provide pay period gross earnings and the number of hours paid for each employee as part of the above dues report.

1.9 Delegates. The Union shall have the right to designate Delegates. The Union shall notify the Manager, Human Resources of the names of Delegates. The parties acknowledge the general proposition that the investigation of complaints and grievances by Union Delegates will be conducted during non-working hours (e.g., coffee breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Delegates will be allowed a reasonable amount of time during working hours to perform such functions except that such activity shall not take precedence over the requirements of patient care or emergent business needs. The Delegate/Officer and any other involved representative will, however, obtain permission from the supervisor/manager or designee before leaving the unit.

1.10 Meeting Rooms. The Union will be permitted to use the Medical Center facilities for Union meetings with or without the Union representative being present, provided that sufficient advance request for the meeting facility is made to the Senior Vice President of Human Resources or designee and space is available. This shall be subject to the Employer's written policy.

1.11 A Union delegate/officer or Union Representative will be allowed at least twenty minutes on her/his own time at a time mutually agreed upon between the delegate/officer or Representative and administration during the regularly scheduled hours of the orientation session to introduce the Union contract to newly hired employees.

1.12 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution (COPE) wage assignment authorization form (see Exhibit C). 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 a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 2 – DEFINITIONS

2.1 The following definitions are applicable to the interpretation and administration of the specific provisions of this Agreement.

2.2 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized as and identified with the Employer's organization.

2.3 Regular 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 per fourteen (14) day period and who has successfully completed the required probationary period.

2.4 Regular Part-Time Employee. An employee who is regularly scheduled for less than forty (40) hours per week and who has successfully completed the required probationary period.

A regular part-time employee working twenty-four (24) or more hours per week shall share in fringe benefits on a pro rata basis in accordance with hours actually worked.

2.5 Temporary Employee. A temporary employee is one who is hired to work on an intermittent basis, as an interim replacement or for temporary work on a predetermined work schedule which does not extend beyond one hundred eighty (180) consecutive days. Temporary employees employed continuously for twenty (20) hours or more per week over a one hundred eighty (180) day period shall be reclassified as a regular employee, if qualified to perform the essential functions of the position, except when expressly hired to replace a regular employee on sick leave or leave of absence pursuant to Article 11. Temporary employees shall be ineligible for fringe benefits and longevity increments.

2.6 On-Call Employees. Employees who work at the convenience of the Employer to cover workload fluctuations, emergency situations or employee absences. Employees who for a period of six (6) months have worked an average of twenty-four (24) hours or more per week, except to cover for absences, shall, at the request of the employee be reclassified to a regular position, if qualified to perform the essential functions of the position. On-call employees accrue sick leave and vacation hours, but they are not eligible to use these accrued hours unless or until they are assigned a full-time equivalent (FTE) position.

2.7 Probationary Employees. An employee shall be considered a probationary employee during the first ninety (90) days of regular employment under this agreement. It is agreed that employees' probation starts with the first day of employment in any capacity except temporary employee. The Employer, with the consent of the employee, may extend the initial probationary period for up to sixty (60) days. During this probationary period, employees may be discharged without recourse to the grievance procedure. In the instance that performance issues arise prior to the ninety (90) days that could affect the employee not passing probation, then the employee shall be notified of the needed performance improvement in writing. The Employer agrees to provide each probationary employee with a written evaluation on or before the ninetieth (90th) day of the probationary period. All benefits provided herein will accrue during the probationary period.

2.8 Trainee Employees. Employees who lack the qualifications or skills for a particular job may be employed up to ninety (90) calendar days as a trainee in either a full or part-time status at which time they will either be promoted to the position for which they are being trained or terminated based on their ability to meet the standards set for the job. If the employee is a new employee, the wage rate for such trainee may be ten percent (10%) below the base rate of pay for the job classification.

2.9 Volunteer or special employment program personnel shall not perform functions performed by bargaining unit members if such activity results in a reduction of regularly scheduled employee hours worked.

2.10 Preceptor. At the time a new employee is hired, transferred, or promoted into a represented position in a department, the manager will assign an experienced employee to orient that new employee. Further, the manager at his/her discretion may assign a preceptor. A preceptor is an employee experienced and proficient in clinical teaching and communication skills, who has completed the appropriate in-service program and is assigned by the Employer the responsibility for planning, organizing and evaluating the training of newly hired employees. Based on new employee's prior experience, a decision will be made as to whether an assignment of preceptor(s) or a general orientation will be applicable. Inherent in the preceptor role is the responsibility for specific criteria, based on goals directed by education and training for specific criteria, based on goals directed by education and training for a specific orientation period. Newly hired experienced employees may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees, willing and available to precept to meet the Employer's requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance, and orientation for new employees.

ARTICLE 3 – NONDISCRIMINATION

3.1 The Employer and the Union agree not to discriminate in any manner whatsoever, in conformance with applicable federal and state laws, against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; sexual orientation or sensory, mental physical handicaps, etc., subject to occupational requirements and ability to perform the job requirements.

3.2 No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful Union activities.

3.3 Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provisions.

3.4 This provision shall be interpreted consistent with the obligations of the Employer that have been established under Washington State or federal law.

ARTICLE 4 – EMPLOYMENT PRACTICES

4.1 Hiring. The Employer agrees to notify the Union of vacancies occurring in the classifications covered by this Agreement. If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever.

4.2 Job Posting. Notice of vacant bargaining unit positions shall be posted on a designated bulletin board and in every clinic and broadcast to all employees via the Employer's e-mail system at least three (3) full business days in advance of filling in order to afford presently employed employees the first opportunity to apply. Business days shall include Monday-Friday, excluding holidays and weekends. In the event filling the position creates a vacant position, this position and any subsequent vacant positions created by the posting may be posted for only two (2) full business days in the department in advance of filling. When a permanent job opening occurs within the bargaining unit, length of service shall be the determining factor in filling such vacancy providing skill, competency, and ability are considered equal in the opinion of the supervisor or manager. To be considered for such job opening, an employee must indicate such interest in writing to the Employer.

4.2.1 Transfer or Promotion. On being transferred or promoted to a different position, an Employee may have up to ninety (90) days to show that she/he can perform the duties of the position.

- a. During the ninety (90) day period, the Employer will make reasonable efforts to ensure that the Employee is properly oriented to the requirements of the position.
- b. During the qualifying period, if the Employer or the Employee decides to cease orientation to the new position, the Employer will use its best efforts to return the employee to the former position, shift and unit if available.
- c. If such a position is not available, the Employee will have thirty (30) days to accept a posted position.

4.3 Notice of Termination. Employees shall be entitled to two (2) calendar weeks notice of termination or pay in lieu thereof plus any accrued vacation and vested sick leave, except the Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause. It is understood, however, that where an entire classification is eliminated, or department or nursing unit is substantially closed, or where jobs are eliminated due to outsourcing or subcontracting, employees shall be provided with four (4) calendar weeks notice or two (2) weeks notice and two (2) weeks pay in lieu thereof plus any accrued vacation

and vested sick leave. In all cases of layoff the union shall be notified as indicated above. Upon request, the Employer will meet with the union to discuss the impact of the layoff.

Regular employees shall be required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation pay.

4.4 Discharge for Cause. No employee who has successfully completed the probationary period shall be disciplined or discharged except for just cause. All notices for corrective action and/or discharge will be provided in writing to the affected employee(s) within twenty (20) calendar days from the date the Employer became aware of the event or incident that gave rise to the discipline. The employee shall have the right to request the presence of a Union delegate during any disciplinary meetings. If a Union delegate is not available during this twenty (20) day period, the time will be extended until Union representation is available.

An employee who has been discharged by the Employer shall, upon request by the employee, be given a written statement of cause of discharge with a copy to the Union at the time of discharge or within a reasonable time thereafter with the exception of probationary employees.

4.5 The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands, demotions and suspensions, except wherein immediate discharge is applied. Copies of these notices shall be provided the employee on request at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he/she has seen and comprehends the gravity of the disciplinary action.

4.6 Personnel File. Employees may review the content of their personnel file with a Representative of Human Resources no later than the next regular business day following their request for the file, even after termination if the files are available. The employee or Union representative, if the employee so authorizes in writing, may examine the employee's personnel file. Warning letters or performance evaluations placed into the employee's personnel file shall be brought to his or her attention. Employees shall have the right to review and comment on warning letters and performance evaluations, including any reference to job performance or personal character. Such comments shall be included in the employee's personnel file. Material kept in Departmental files shall be available for inspection with the Departmental Manager upon request by the employee, no later than the next business day following the request.

4.7 No employee shall be required to furnish any equipment to perform his or her duties unless herein provided.

4.8 Uniforms will be provided at the Employer's expense for security and housekeeping employees only. Where Employees who are required to wear Hospital specific uniforms (as distinguished from requiring adherence to a specified dress code) the uniforms will be paid for by the Employer, up to three (3) per year. As an alternative to being provided uniforms by the employer, at the employee's option, the employee may purchase their own uniforms and shall be reimbursed for uniform expenses. An employee holding a .8 or more FTE position shall be

reimbursed for uniform expenses up to \$100 per calendar year. An employee holding a .6 to .79 FTE shall be reimbursed for uniform expenses up to \$75 per calendar year. An employee holding a position of less than .6 FTE shall be reimbursed for uniform expenses up to \$50 per calendar year. The employee must notify the Employer in writing by January 1 of each year if their intention will be to purchase their own uniforms that year. If the employee elects to purchase his/her own uniforms, the color and style must be in compliance with the dress code as established by the Employer. Further, any employee required to wear any special dress or uniform who, while in the performance of his or her job, ruins or destroys the uniform in part or totally shall be entitled to compensation for such loss, taking into consideration depreciation of said uniform.

4.9 Paycheck Errors. When an error is made by the Employer in an employee's pay, the corrected amount will be given to the employee in a separate paycheck within three (3) days of the authorizing "Time Record Correction Form" being received by the payroll department.

ARTICLE 5 – GRIEVANCES AND ARBITRATION

5.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

Step 1 - Immediate Supervisor

The employee (and the Delegate, if requested by the employee or, in cases of discipline or discharge only, the Union Representative if requested by the employee) shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than fourteen (14) days of the employee's knowledge of the facts that constitute the grievance. The immediate supervisor shall be given seven (7) days to resolve the problem. Grievances resolved at the first step of this grievance procedure shall not be considered as setting precedent for the interpretation of the terms and conditions of this Agreement.

Step 2 - Department Head or designee, Senior Vice President, Human Resources

If the matter is not resolved to the employee's satisfaction in Step 1, the employee (and the Delegate and/or Union Representative, if requested by the employee) shall reduce the grievance to writing and present the grievance to the Department Head, or designee, within seven (7) calendar days of the immediate supervisor's decision, with a copy to the Senior Vice President, Human Resources. A conference between the employee (and union Delegate or Union Representative if requested by the employee) and the Department Head and the Senior Vice President, Human Resources (or designee) shall be held within seven (7) calendar days following receipt of the written grievance. The Department Head or designee shall reply within seven (7) days following the grievance conference.

Step 3 - Appropriate Senior Vice President and Union Representative

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing within seven (7) calendar days of receipt of the written answer in Step 2 to the appropriate Senior Vice President (and/or designated representative) by the employee (and authorized Union Representative) who shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Senior Vice President, Human Resources or designee shall attend this conference. Within seven (7) calendar days after such meeting, the appropriate Senior Vice President or designee shall send the Union a written answer stating the Employer's decision concerning the grievance.

Step 4 - Arbitration

If the grievance is not settled in Step 3, either the Employer or the Union may submit the issue in writing to arbitration within fourteen (14) calendar days. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of five (5) 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 remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 6 – HEALTH AND SAFETY

6.1 Occupational Health and Safety. The Employer will provide safe working facilities and agrees to maintain such conditions in accordance with state and federal safety regulations. The Employer reserves the right to post and enforce safe practice rules and amend them from time to time as permitted or required by state and federal law. Infractions of a valid safe practice rule by an employee may be grounds for discipline or discharge. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor and shall not be disciplined for making these reports.

6.2 Safety Committee. The Employer maintains a Safety Committee composed of Employer representatives and at least one (1) Representative appointed by the Union.

6.3 Security. The Employer has a responsibility to provide for the physical safety of employees on the Employer's premises and walking to and from Employees' cars. The Employer shall conduct an ongoing security and safety assessment and develop a security plan with measures to protect employees, patients and visitors from physical and property harm. A security plan shall include, but not be limited to, security considerations relating to the following:

1. Physical layout;
2. Staffing;
3. Security personnel availability and assigning additional personnel if needed;

4. Lighting and adequate patrol on the grounds and parking areas;
5. Policy and training related to appropriate responses to aggressive or violent behavior (this is not a change in current policy but is an embodiment into the contract.)

6.4 Prevention of Back Injuries. Since back and musculoskeletal injuries are the major occupational hazard to healthcare employees, in the interest of prevention, both employees and the Employer commit to working together to study, evaluate, trial and review the work site practices and equipment that have the potential of preventing such injuries. Particular focus will be made of the lift team and mechanical lifting and transfer devices.

ARTICLE 7 – HOURS OF WORK – OVERTIME

7.1 Workday. A normal workday shall consist of eight (8) hours of work plus a one-half (1/2) hour unpaid lunch period free from any significant interruption of the employee to perform work to be completed within eight and one-half (8- 1/2) consecutive hours.

7.1.1 Where it is mutually agreeable between the Employer and employee, a ten (10) hour, four (4) day workweek may occur. The workday shall consist of ten (10) hours worked, to be completed within ten and one-half (10-1/2) consecutive hours.

7.2 Work Period. The normal workweek shall consist of forty (40) hours of work within five (5) days in a seven (7) day workweek. A work period of eighty (80) hours within a fourteen (14) day period may be utilized by mutual consent with the employee. The Employer will not require an employee to work more than two (2) weekends out of four (4) consecutive weekends, unless the employee has accepted a position that requires working additional weekends. Employees may work extra weekends by mutual consent.

7.2.1 The Employer may implement a shift of four (4) ten (10) hour days upon giving at least one full scheduling period notice. An employee who cannot work ten (10) hour shifts because of extenuating personal circumstance, such as the employee's own health or the health of a family member in the home, will be reasonably accommodated. The employee may be given seniority preference for an open eight (8) hour position for which the employee is qualified.

7.3 Overtime. Employees who have actually worked their normal work day, of at least eight (8) hours, or normal work week, of at least forty (40) straight-time hours, shall be compensated at the overtime rate of one and one half (1-1/2) times their regular rate of pay for all hours actually worked in excess of those periods; for example, hours actually worked in excess of eight (8) or ten (10) or twelve (12) straight-time hours in a day or forty (40) straight-time hours actually worked in a work week or eighty (80) straight-time hours in a work period, providing that all consecutive time worked in excess of twelve (12) hours in a work day (excluding on call shifts and regularly scheduled twelve (12) hour shifts) shall be paid at double time (2X) the employee's regular rate of pay. Time that is paid for but not actually worked will not count toward either daily or weekly overtime. All overtime must be approved by the supervisor. Overtime shall be paid in accordance with the actual time worked.

7.4 The Employer has established various work schedules and shifts for employees which vary from the terms of this Agreement. Such schedules/shifts may be continued. Additional innovative shifts or schedules may be established with the agreement of the employee(s) involved. Such innovative schedule agreements shall be set forth in writing with a copy made available to the Union. The Employer shall consider all requests to work innovative schedules or shifts. If the shift or schedule would violate any of the provisions of the Agreement, the approval of the Union shall be required. Employees who bid a position shall be considered to have agreed to the schedule posted with the position.

7.4.1 It is recognized and understood that deviations from the foregoing normal hours of work will occur from time to time, resulting from several causes such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviations shall be considered a violation of this contract. An employee whose work schedule is to be changed shall be notified as soon as possible of such change. Monthly work schedules shall be posted as directed by Article 7.5.

7.4.2 Rest Periods. Employees shall receive a rest period of fifteen (15) minutes including time to and from their assigned place of work during each four (4) hour period of work. Such rest period shall be scheduled as nearly as practical during the midpoint of each four (4) hour period, taking into consideration the primary concern of adequate department coverage.

7.4.3 Any employee working more than (2) hours of overtime shall receive a fifteen (15) minute rest period at the end of such two (2) hour period and an unpaid uninterrupted thirty (30) minute meal period at the end of four (4) hours. If the overtime assignment continues beyond the meal period for a period of more than two (2) additional hours, the employee shall receive another fifteen (15) minute rest period at the end of that two (2) hour period.

7.4.4 Employees shall notify their supervisor if they intend to leave the premises during their meal period.

7.5 Work Schedules. Monthly or twenty-eight (28) days work schedules will be posted at least ten (10) days in advance of the schedule. Except for compelling business conditions beyond the control of the Employer and as provided by 7.7, individual assignment of hours or work may be changed only by mutual consent.

7.5.1 Subject to scheduling requirements and the qualifications required of the tasks to be performed, regular part-time employees who notify their department manager in writing prior to the posting of their schedule that they wish extra shifts for that schedule shall be given an opportunity to work extra available shifts prior to calling in on-call employees. Preference for extra scheduled days among part-time employees will be rotated among the requesting employees based upon seniority. Preference shall be given to Employees of Valley Medical Center signing up for extra shifts over agency employees.

7.5.2 Overtime within a department shall be made available to employees on an equitable basis and rotated among volunteers based on seniority. Preference shall be given to Employees of Valley Medical Center volunteering for overtime over agency employees.

7.6 Rest Between Shifts. Each employee shall have an unbroken rest period of at least twelve (12) hours between shifts unless mutually agreed to between the employee and the Employer. All time worked within the twelve (12) hour requirement shall be paid at time and one-half (1-1/2). Employees who have a regular assignment of a twelve (12) hour shift shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed between the employee and the Employer.

7.7 Low Census. Volunteers will first be sought for low census hour reduction. If enough volunteers cannot be found, low census days will be applied on a rotating basis by classification/shift, using the least senior employee first, provided that skill, competency, and ability are considered equal. A temporarily reduced work schedule because of low census as requested by the Employer shall not alter accrued hours of employment for seniority purposes or accrual of vacation or sick leave credits and other benefits which would otherwise be earned by a regularly scheduled full-time or part-time employee. In the event low census periods extend for eight (8) consecutive weeks, the Employer will meet with the Union to review the application of this Section for low census conditions.

7.8 Under no circumstances will there be pyramiding of overtime or premium pay. Only those hours paid at straight time rates of pay shall be considered in determining if the employees are entitled to overtime pay. All time paid at time and one-half (1-1/2) or double time (2 X) is overtime whether called premium or overtime pay.

7.9 The Employer's present practices of not regularly rotating shifts (i.e., days, evenings, and nights) shall be maintained. This provision does not affect the changing of starting times within a shift.

ARTICLE 8 – STAFFING

8.1 Staffing and Workload. The Employer and the Union recognize the goal to meet the patients' needs and match resources with those needs. The employer will promote working conditions that enable all staff to meet their responsibilities.

To facilitate this goal, the parties agree to the following process. Whenever employees in a given department on any shift believe there is a bona fide workload staffing problem, they will notify the Supervisor. The Supervisor will make every effort to resolve the complaint.

If the supervisor has not addressed a documented concern within fourteen (14) calendar days the employee(s) involved in the staffing concern may present the concern to the Labor/Management Committee for a collaborative review. The employee(s) and the manager of the department may

be invited to attend the LMC for discussing the staffing concern. Any recommendations coming out of Labor-Management will be forwarded to the appropriate manager(s)/director.

The appropriate Manager/Director shall make his or her final decision known to the Labor/Management Committee within twenty one (21) calendar days of receipt of the recommendation by sending a response to the LMC committee co-chairs.

Employees who raise staffing and workload issues shall be free from restraint, interference, discrimination or reprisal.

8.1.2 Staffing concerns from the Service employees, regularly working in departments or units covered under ESHB3123, will be assigned to the Nursing Staffing and Resources Committee process included in the RN contract if mutually agreed upon by the co-chairs of the LMC.

8.2 Floating. Employees will not be routinely floated outside of their department except in short staffing or emergent conditions or by mutual agreement.

Upon reassignment, the employee shall receive adequate orientation to the department.

Employees will not be required to float out of their department when there is an agency employee in the same job classification assigned to their department.

If floating becomes a chronic significant problem for a period of six (6) months, then the Labor/Management Committee may be requested to review and make recommendations for other alternatives.

ARTICLE 9 – CLASSIFICATION AND RATES OF PAY

9.1 Wage Schedule. Exhibit “A” attached hereto and made a part of this Agreement is the schedule of classification and rates of pay which shall be applicable during the term of this Agreement.

9.2 Employees shall receive a tenure increment (step increase) for each year of service defined as the accumulation of 2080 hours compensated time. Step increases are specified in the Wage Schedule, Exhibit “A”.

Effective July 1, 2008 all rates and steps in the wage scales shall be increased 3% on the wage scale. Step 11 is added, split between the rate of Step 10 and 12.

Effective February 1, 2009, all rates and steps in the wage scales shall be increased 1% on the wage scale.

Effective July 1, 2009, all rates and steps in the wage scales shall be increased 2.26% on the wage scale. Step 13 is added, split between the rate of Step 12 and Step 14.

Effective February 1, 2010, all rates and steps in the wage scale shall be increased 1% on the wage scale.

Effective July 1, 2010, all rates and steps in the wage scale shall be increased 2% on the wage scale. A new top step is added, Step 21 at 2.5% above step 20.

Effective February 1, 2011, all rates and steps in the wage scale shall be increased 2% on the wage scale.

For purposes of placement or adjustment onto new steps created by this Agreement, employees shall be placed onto new steps based on their tenure hours regardless of length of time at their current step.

9.2.1 Hire in Rates Versus Incumbents. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) with the same or greater experience, that current employee(s) shall be moved to the same step on the wage scale as the newly hired employee, effective the hire date of the new employee.

9.3 Shift Differential. Employees assigned to the second shift (3:00 pm - 11:00 pm) shift shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour over the straight time hourly rate of pay. Employees assigned to work the third (11:00 pm - 7:00 am) shift shall be paid a differential of one dollar and eighty-five cents (\$1.85) per hour over the straight time hourly rate of pay.

9.4 Job Descriptions. The Employer, upon request will furnish the Union with job descriptions for all classifications in the bargaining unit. Employees will perform whatever work is assigned, whether or not such work is within their regular job description. The Employer agrees to notify the Union of any new classifications covered by this Agreement. If the Employer intends to substantially change job descriptions other than in matters of form, the Union will be given notice at least three (3) weeks prior to implementation. Upon request the proposed change will be reviewed with the Union.

9.5 Report Pay. Except for those employees who were hired for or who have bid a job with a regular schedule of less than four (4) hours, any employee who is ordered to report to work, or who is scheduled to work and is permitted to come to work without receiving at least one (1) hour prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay, with the exception of required meetings which will be paid at the appropriate rate of actual meeting time. This notice requirement shall apply to employees scheduled to work an additional shift immediately after the current shift. Employees with a schedule of less than four (4) hours will be guaranteed reporting pay of the hours of their schedule. In the event a meeting time is not consecutive with the employee's shift, the employee will be guaranteed a minimum of one (1) hour pay for the meeting. It shall be the responsibility of each employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the employer from these notification requirements.

Full-time employees called in on their scheduled day off will be compensated for all hours worked on such a day at one and one-half (1 1/2) times their regular rate of pay, except for meetings as specified above. This provision shall not apply to an employee who has actually worked less than forty (40) hours in the work week, or eighty (80) hours in their regular work period, and who volunteers to work on their scheduled day off.

9.6(a) Work in Higher Classification. Any employee who is assigned by the appropriate authority to perform the work of a higher classification for more than four (4) hours shall be paid at the higher classification rate of pay for the entire shift provided the employee has demonstrated competence in the essential functions of the higher classification. This shall not apply to employees assigned as a lead employee who shall receive the lead differential for the actual hours involved as a lead employee.

9.6(b) Promotion into Bargaining Unit. When a current employee of the Employer who is not covered by this Agreement applies for and is accepted into a position represented in this Agreement, that employee will suffer no loss of pay in that promotion transfer. Accordingly, the parties agree that when an employee is promoted to a higher-graded position, regardless of the tenure, seniority, department, or the Employment Agreement applicable in their current position, the employee will be slotted on the new pay scale at the pay Step that is the closest to their current actual base pay providing no less base pay than that base pay they were earning at the time of promotion.

This agreement is not applicable to instances of movement to another position that is in a lower or lateral pay grade. This agreement is not applicable to new hires or rehires, but specifically addresses instances of promotion of current employees of the Employer.

This provision does not require the adjustment of the rate of pay of any other employee.

9.7 Standby. Where there is a low census, employees may be required to be on standby during the hours they are regularly scheduled to work. In addition, employees may, at the request of the hospital, volunteer for standby outside the hours of their schedule. The employee shall be advised of the number of hours he/she is required to be on standby and will be compensated \$3.00 for each hour the employee is not working. If the employee is called in from standby, the employee will be guaranteed a minimum of four (4) hours pay at the employee's straight time rate of pay.

9.8 On-Call. Employees may be required to be on-call during the hours outside of the employee's regularly scheduled shift in accord with the on-call procedures for their department. The employee shall be paid \$3.25 per hour for the number of hours designated on-call which the employee does not work. If the employee is called to work, he/she shall be guaranteed a minimum of three (3) hours pay at the overtime rate, the first time the employee is called in during an eight (8) hour shift. Subsequent calls during this period shall be at the overtime rate only if otherwise applicable and there shall be no minimum hours guaranteed. The minimum call hours shall not apply when the employee reports for work in advance of the assigned shift. Travel time to and from the Medical Center will not be considered time worked. Actual time worked on call-back shall count as straight time worked for purposes of computing vacation, sick leave benefits, and salary increments.

9.9 Lead Pay. All employees assigned lead responsibilities by the Employer shall receive a wage differential of one dollar (\$1.00) per hour in recognition of such additional responsibility. Those employees who were receiving a higher lead pay as of July 4, 1992 will continue to receive that higher lead pay for the life of this Agreement.

9.10 The Employer will assign titles to job classifications and place such jobs in appropriate pay ranges. An employee may request of the supervisor a classification review wherein the job duties have substantially changed. Employees who wish to grieve a supervisor's decision must do so within fourteen (14) days of the supervisor's decision.

9.11 An employee promoted to a position in a higher paid classification will be placed at the step of the new scale that provides the employee with a minimum wage increase of two and one-half percent (2-1/2%), not to exceed the maximum within the new classification. Salary progression within the classification to which the employee is promoted shall continue as per Section 9.2 based on accumulated hours since the employee's last step increase.

9.12 Should an employee elect to take a position in the same or lower paid classification, such employee may be placed at the base rate of the same or lower paid classification during the orientation and training period as established by the Employer. The employee shall be advanced to his/her actual step placement, based upon life hours, or to the previous step placement if the move is to a job classification within the employee's same pay grade, at the conclusion of this period. It shall be at the discretion of the Employer, however, to pay at a higher step.

9.13 Callback. If a regularly scheduled full-time or part-time employee is called back to work after leaving the hospital's premises, such employee shall be paid for all hours worked at the rate of one and one-half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours per callback.

9.14 Preceptor Pay. Those employees assigned as preceptor under Article 2.10 will be paid one dollar (\$1.00) per hour differential for those hours of assignment.

9.15 Weekend Differential. Any employee who works on a weekend shall receive one dollar and twenty-five cents (\$1.25) an hour in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations unless required by the Fair Labor Standards Act. The weekend shall be defined as 2300 Friday to 2300 Sunday, forty-eight (48) hours. Weekend differential provided for in this section shall not apply to time spent for educational purposes or non-productive time.

9.16 Float Pool Premium. MAs, PCAs, HCAs and Unit Secretaries regularly assigned to the Float Pool cost centers will be paid two dollars and twenty-five cents (\$2.25) per hour for hours worked.

ARTICLE 10 – HOLIDAYS

10.1 Regular full-time employees shall be granted the following eight (8) hour holidays with regular pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Two Floating Holidays	Christmas Eve

A part-time employee will be eligible for holiday pay based on the employee's budgeted FTE.

To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with approval of such absence.

10.2 Employees required to work on a holiday shall be paid at the premium rate of two and one-half (2 ½) times the regular rate of pay for hours worked up to their normal shift length. Any hours in excess of their normal shift length shall be paid at two (2) times their regular rate of pay.

10.3 If a holiday falls on any regular full-time employee's regularly scheduled day off, said Employee shall receive eight (8) hours straight time pay for the holiday.

10.4 If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.

10.5 To be eligible for the Floating Holidays, an employee must have completed six (6) months of continuous service. An employee must notify the Department Head, or designee, in writing ten (10) days prior to the posting of the monthly work schedule in advance of the date requested for the Floating Holiday. Upon such notification, the Department Head, or designee, shall schedule the Floating Holiday, or reschedule it to a time that is mutually agreeable to the Employer and the employee.

10.6 Holiday pay for employees working the night shift shall be given for the shift where the majority of the hours are on the designated calendar date for the holiday.

ARTICLE 11 – VACATIONS

11.1 All full-time and part-time employees shall be eligible to request earned vacation time off after completing six (6) calendar months of work. . A week of vacation shall, if so requested, include the weekend preceding and following the vacation week. Accrued vacation may, if so requested, be granted in single day increments either during the week or on the weekends; however a request for one week or more shall have preference over these requests. When the

request is made after the vacation schedule is posted, the request shall not be routinely denied, when scheduling permits.

11.2 Vacation approval will be granted based on staffing levels and seniority. A signup sheet will be posted January 1 through January 26 for the period of the prospective 15-month period (January through March of the following year) upon which employees will note their vacation preference.

A request for vacation form must be submitted in writing to the supervisor or manager by January 31 to be considered for the March 1 schedule posting.

Approval of these requests will be posted on a vacation schedule on each unit and in each department by March 1.

Priority for requests received after February 1 will be based on the date of the request, seniority and staffing levels. Response to all subsequent requests will occur within two weeks of receipt of request after the March 1 posting.

In the event of conflicting requests by employees for vacation time, seniority shall prevail. Seniority shall not affect approved vacations. Vacation requests for time during 1) the generally recognized two week spring break period which will be determined by the Labor/Management Committee by October 1 of the preceding year and 2) during Christmas and New Year's holiday period shall be assigned on a rotational basis. Rotations shall be separate for spring and Christmas. There shall be no limit on the number of weeks of vacation an employee may take at any time, if eligible and subject to scheduling requirements. If, however, the employee takes more than two weeks during the period June 15 through September 1, then the employee will be placed at the bottom of the seniority list for vacation selection for this period for the following two calendar years.

11.3 All employees are encouraged to and may be scheduled to take vacation time off for at least one-half of the accrued hours earned on a yearly basis. In the event an employee has accumulated more than two hundred and forty (240) hours of accrued vacation time as of December 31 of any year, the Employer may, at its option, pay the employee for the excess hours. The employees may sell back to the Employer accrued vacation in excess of one-half of the hours accrued each year. Payment shall be at the employee's regular rate of pay.

Terminal vacation pay is authorized providing at least 1,040 hours have been worked, required conditions of severance have been complied with, and termination is not due to discharge for just cause.

11.4 The rate of vacation accrual shall be based on compensable hours exclusive of overtime premium and on-call pay as follows:

<u>Column 1</u> <i>During the</i>	Vacation Earned Per Hour
1st through 2nd years	.0385
3 rd year	.0462
4th and 5th years	.0692
6th and 7th years	.0731
8th and 9th years	.0769
10th and 11th years	.0808
12th year through 14 th year	.0885
15 th year and more	.0962

<u>Column 2</u> <i>During the</i>	Working Days Per Year
1st through 2nd years	10
3 rd year	12
4th and 5th years	18
6th and 7th years	19
8th and 9th years	20
10th and 11th years	21
12th year through 14 th year	23
15 th year and more	25

Years of service shall be calculated on the basis of compensated hours with 2,080 hours being equal to one (1) year of service.

Vacation pay shall be at the rate as if the employee has continued to work during the time of vacation.

11.5 Part-time employees shall accrue and take pro rata portion of vacation days based on hours compensated exclusive of overtime premium and on-call pay.

11.6 Vacation Donation. The employer will maintain its “Emergency Transfer of Vacation Leave” policy for the duration of this Agreement.

ARTICLE 12 – SICK LEAVE

12.1 Full-time and part-time employees shall earn sick leave credits at the rate of .0346 for each hour compensated, exclusive of overtime premium and on-call pay with no limit as to

maximum accumulation. Sick leave accumulates from date of hire but is not payable for time of illness or injury prior to the end of the ninety (90) day probationary period. There shall be no discipline for legitimate use of sick leave. Abuse of sick leave shall be grounds for discipline.

12.2 Vested Sick Leave. Full-time employees shall accumulate four (4) hours of sick leave each month, part-time employees a pro rata portion thereof based on hours compensated that shall be credited to the vested portion of sick leave payable at the regular rate of pay on the first day of a bona fide illness, injury or disability due to pregnancy. The Employer may require employees to provide two (2) hours advance notice of illness before a shift. Failure to do so may result in loss of paid sick leave for that day.

If, as of December 31 of any year, an employee hereunder has accumulated more than 240 hours of vested sick leave, the Employer shall have the right to purchase the excess above 240 hours at fifty percent (50%) of the value of the hours on December 31 based upon the employee's regular rate of pay. Payment shall be made on the first pay period immediately following February 1st of each year.

12.3 Catastrophic Sick Leave. Employees who have exhausted their vested account may use their catastrophic account provided the employee follows the established procedures for utilization of catastrophic sick leave. Two (2) hours sick leave credits for full-time or pro rata portion thereof for part-time employees shall be credited to catastrophic sick leave each month. Catastrophic sick leave shall be payable only after all vested sick leave has been used and/or for an illness or injury that completely disables an employee from performing her/his work for fourteen (14) consecutive calendar days. The employee may be required to obtain a statement from a physician or be screened by the Employer's health service facility before such catastrophic sick leave is paid. When such disability exceeds fourteen (14) consecutive calendar days, then accumulated unused catastrophic sick leave shall be paid commencing with the first day of illness or injury. Any vested sick leave credits applied during such period of disability shall be reinstated to the employee's vested sick leave account after the catastrophic sick leave has been paid.

12.4 An eligible employee shall have the option of designating on a form furnished by the Employer by a date to be designated each year one of the following options to be applied to accumulated, unused, vested sick leave hours that exceed nine (9) days (72 hours):

- a. Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to additional vacation days to be scheduled in the subsequent year. The scheduling of such vacation shall be subject to approval by the Employer, or
- b. Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to be paid the eligible employee at the employee's regular rate of pay in lieu thereof on the first pay period immediately following January 1 of each year, or
- c. Continue the accumulation of vested sick leave hours toward the employee's vested sick leave credits.

12.5 Regular full-time and regular part-time employees who retire or terminate employment with the Employer in good standing after completion of their probationary period shall receive payment for all accrued, unused, vested sick leave at the time of retirement or termination. Good standing is defined as termination with appropriate notice and not discharge for cause.

12.6 On-call employees shall be entitled to accrue sick leave on a pro rata basis. On-call employees shall be eligible to use sick leave upon appointment to a regular full-time or part-time position.

12.7 Employees shall not be entitled to receive sick leave for an absence which commences after an employee has given a notice of termination.

12.8 Clinic Employees: Up to a maximum of three (3) prescheduled medical or dental appointments in a calendar year may be utilized from vested sick leave and will not count as an absentee occurrence.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days.

13.2 Leaves With Pay. A leave with pay shall not alter an employee's anniversary date or employment or otherwise affect his/her benefit or wage status with the Employer.

13.3 Personal Illness or Injury Leave. A leave of absence up to nine (9) consecutive months annually will be granted to employees for maternity or health reasons, illness or injury. The Employer may request certification of the period of disability from the employee's physician.

13.3.1 Subject to Article 13.10 and 13.12, a paid or unpaid leave, not to exceed sixty (60) days within a rolling twelve (12) month period, including vacation, sick leave, and holiday if applied by the employee during such leave, shall not alter an employee's anniversary date of employment or the amount of vacation benefits or sick leave credits which would otherwise be earned by the employee. The same position and shift shall be available to the employee upon return from such leave. This section shall apply to leaves for health reasons, maternity or family leave, up to a period of ninety (90) days and pregnancy disability leave, up to a period of the disability. Within a rolling twelve (12) month period of time the combination of maternity, pregnancy medical or pregnancy disability leave and family leave (including FMLA leave) when taken together shall not exceed one hundred eighty (180) days or ninety (90) days, plus the period of disability, whichever is the longer. Other leaves may not be combined.

13.3.2 Authorized leaves for a period in excess of leave granted pursuant to Section 13.3.1, within an anniversary year will result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer. Upon return from an authorized leave of absence in excess of the leave granted under Section 13.3.1, the job to

be offered is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced. If the job offered is at the employee's comparable rate of pay and number of hours worked, the employee shall accept the offer to return to work unless, in the Hospital's judgment, extenuating circumstances exist.

13.4 Maternity Leave. Leave without pay shall be granted upon request of an employee for a period of up to nine (9) months for maternity or health reasons upon the recommendation of physician without loss of benefits accrued to the date such leave commences.

13.5 Educational Leave. After one (1) year of continuous employment, up to one (1) year of leave without pay may be granted for approved educational purposes, provided patient care will not be jeopardized. There shall be no paid educational leave unless agreed in writing between the Employer and employee with the amount of pay being specified in this written agreement.

13.6 Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, as may be allowed under applicable law, without loss of benefits accrued to the date such leave commences and shall not be considered part of the earned annual vacation time. Employees will give notice of known military leave ten (10) days prior to the posting of the monthly work schedule in which the military leave will occur.

13.7 Insurance Coverage. The Employer will extend COBRA rights to employees on an approved leave of absence.

13.8 Jury Duty. Regular full-time and part-time employees who are called to serve jury duty will be paid at her/his regularly scheduled rate of pay for actual time spent in jury duty, or when serving as a witness on behalf of the Hospital, on a day the employee would have been scheduled to work. On a day the employee would have been scheduled to work, such employee shall remit to the Employer all funds received for such jury duty with the exception of mileage payments from the court.

13.9 Bereavement Leave. Regular full-time and part-time employees shall be allowed up to a maximum of three (3) days off with pay for actual regular work hours lost up to eight (8) hours per day during the three (3) day period, by reason of a death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grandparents, grandchildren, step-parents, step-children, or father, mother, son or daughter of the domestic partner. Two (2) days of unpaid bereavement leave may be granted for extended travel upon the approval of the department head or designee. The employee may request additional time off which may be taken as unpaid time or vacation, or holiday time coming to the extent of the employee's accrual. Bereavement leave must be taken within ten (10) calendar days of the death of a family member, or the funeral of a family member. The Hospital may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstances relating to the death of the employee's family member. The Hospital may require such written proof of death as it may consider appropriate. Domestic partners shall be defined and implemented as set out in the Seattle Municipal Code, Section 4.30.020.

13.10 Family Leave. Upon completion of six (6) calendar months, employees who regularly work at least twenty-four (24) hours per week shall be granted family leave for a period of up to fourteen (14) weeks without loss of accrued unused benefits to the date of commencement of such leave with return to the employee's position as provided in 13.3.1.

This leave of absence shall be granted to: (a) care for a newborn or newly adopted child of the employee under the age of six (6) at the time of placement or adoption or (b) care for a child of the employee under the age of eighteen (18) years who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Family leave shall be unpaid except: (a) an employee may use accrued paid time off at the beginning of the leave and (b) an employee on leave to care for a terminally ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued vacation. Family leave must be completed within twelve (12) months after the birth or placement for adoption.

An employee on family leave not exceeding ninety (90) days from date of first absence from work shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. There shall be no loss of accrued unused benefits from the date of commencement of such leave. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total, in combination, of ninety (90) days of family leave, to be granted to only one employee parent at a time.

Alleged violation of the family leave provision shall be submitted to the grievance procedure as set forth in Article 5 in accordance with the Family Leave Law.

13.11 Child Care Leave. After one year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 13.10 (family leave) without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carry over. An employee on child care leave shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one year.

13.12 FMLA Leave. After an employee has worked for the Employer for at least one year and for 1,250 hours over the previous 12 months, the employee shall be entitled to up to a total of 12 weeks unpaid leave over a twelve-month period, measured backward from the date the employee used any FMLA leave. Reasons FMLA leave can be taken:

- a. To care for an employee's child after birth, or placement for adoption or foster care, including the child of a domestic partner;
- b. To care for the spouse, domestic partner, son or daughter or parent of an employee if the family member has a serious health condition;
- c. If an employee is unable to work because of the employee's own serious health condition (includes pregnancy-related condition).

For the duration of any approved FMLA leave, the Employer will maintain the employee's

health and dental care coverage under the same conditions as coverage would be provided if the employee were not on leave. Upon returning from FMLA leave, an employee will return to his/her original or equivalent position, same FTE and shift. The use of FMLA leave will not result in the loss of any employee benefit that accrued prior to the start of the leave.

Intermittent leaves may be taken when consistent with the requirements and limits of the FMLA. The employee may elect to, or the Medical Center may require, that the employee utilize accrued vacation, sick leave and floating holiday while on FMLA leave for the employee's illness or illness of the employee's minor child. In all other FMLA situations, the employee may elect or the Medical Center may require the employee to utilize accrued vacation, floating holiday, and sick leave up to policy limits.

FMLA leave shall be coordinated with, but shall not be in addition to, other leave policies of this Agreement unless otherwise required by law.

This FMLA provision shall be applied according to federal requirements.

13.13 Union Leave. Employees who wish a leave for the purpose of attending and participation in Union functions or programs, such as meetings, conventions, seminars or other meetings called by the Union may request such leave under the following conditions:

- (a) Use of accrued vacation leave;
- (b) Take leave without pay;
- (c) Use unused floating holidays.

Subject to appropriate advance notice and scheduling requirements, employees will be granted an unpaid leave of absence up to twelve (12) weeks with guaranteed same job back without loss of benefits/seniority accrued to the date such leave commences. A maximum of one employee from the bargaining unit will be approved to be on leave at any one time.

13.14 Use of Paid Leave to Care for Family Members. Employees can use accrued sick, vacation or floating holiday leave to care for a child, spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. "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.

13.15 Worker's Compensation Leave. Employees who suffer a work related injury or illness that is compensable under State Worker's Compensation law may select time loss compensation under worker's compensation exclusively, or use a combination of accrued paid leave to supplement worker's compensation up to the total amount of their wages as may be permitted under Washington State Law for public employers.

ARTICLE 14 – SENIORITY

14.1 Seniority. Seniority is defined as employee's continuous length of service from most recent date of hire measured by compensable hours (herein sometimes referred to as life hours). Seniority shall not apply to an employee until she/he has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from her/his most recent date of hire.

14.2 Seniority shall be broken only by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Layoff of more than twelve (12) months
- e. Failure to return in accordance with the term of a leave of absence or failure to respond within three (3) days of written notice of recall from layoff as provided in 15.6.

14.3 Life hours among employees within their home work area on a particular shift shall be, except as may be provided in Article 15, the determining factor in: shift changes, vacation, and schedule changes.

14.4 Life hours among employees shall, except as may be provided in Article 15, be the determining factor in promotions and job vacancies when the Employer determines that qualifications to meet the required competencies of the position are substantially equal.

14.5 Employees in a department shall be considered for job openings in their department before employees outside the department. Employees shall not be eligible for transfers or promotions without the consent of their department manager during their first six (6) months in a new position. When job vacancies are open to bid to employees outside the department, the job shall be awarded to the bidder with the greatest lifetime hours providing their qualifications to perform the required competencies are determined by the Employer to be substantially equal to those of other applicants. The Employer shall transfer employees into open positions in a timely manner. An employee will not wait more than four (4) weeks to transfer into a new position, unless mutually agreeable between the employee and the current manager. The Employer shall inform the employee of the date the transfer will take effect.

14.6 Length of service with the Employer shall be a primary consideration when temporary employees apply for permanent positions providing their qualifications to perform the required competencies are determined by the Employer to be substantially equal to those of other applicants.

14.7 Employees who accept positions with the Employer which, are not covered by this Agreement shall not have any rights under this Agreement during such period of employment. If the employee returns to a bargaining unit position, the employees' seniority rights shall be reinstated and shall be as defined in Article 14.1.

ARTICLE 15 – LAY OFF

15.1 General Conditions. It is the intent of the parties to administer this Agreement as to minimize the impact of layoff, hour reductions or displacement of senior qualified employees. None of the provisions of this Article shall be construed to allow a less senior employee to displace a more senior employee, where the senior employee has substantially equal qualifications as determined by the Employer to perform the competencies of the position.

15.2 Layoff. Layoff shall be defined as any loss of active employment due to a reduction in force or elimination of position.

15.3 Layoff Procedure. When the Employer determines that the number of employees will be reduced and a layoff will be implemented, the Employer shall first seek volunteers from the affected classifications. If the reduction need is not met by volunteers, then life hours among employees in the affected classifications will be the determining factor, provided that qualifications, including experience, to perform the required competencies are determined by the Employer to be substantially equal.

All employees will be assigned a home work area, this will be the work area to which their FTE will be assigned. Employees shall be advised of their work area. Work area assignment information will be provided to the Union under Article 1.8. The Union shall also be advised of any changes in the work area designations.

15.3.1 Positions within a classification which are vacated by a layoff will on the basis of seniority be assigned to the employees in the classification who have been displaced from their work area but had the seniority, qualifications and experience to retain employment.

15.4 For all purposes under this Article:

- a) An employee shall be qualified to perform the required competencies of a position if the employee can perform the essential functions of the position with no more than forty (40) hours of orientation;
- b) Shift shall mean days, evenings or nights;
- c) Comparable FTE shall be an FTE within .1 of the employee's pre-layoff or pre-hours-reduction FTE;
- d) Experience shall mean experience at Valley Medical Center.

15.5 Layoff Notice. Employees shall be entitled to two (2) calendar weeks notice of layoff or pay in lieu thereof plus any accrued vacation and retention of accrued vested sick leave, as provided in this agreement. Notwithstanding the above, where an entire work area or nursing unit is closed or where jobs are eliminated due to outsourcing or subcontracting, employees shall be provided with four (4) weeks notice or two (2) weeks notice and two (2) weeks pay in lieu of additional notice. Notice shall be given concurrently to affected employees and to the Union. During this notice period, the Employer and the Union shall meet to discuss and consider alternatives to layoff.

15.6 Recall From Layoff. Recall from layoff shall be in reverse order of layoff to job classifications from which the employee is laid off for which the laid off employee is qualified to perform all the essential functions required in the open position. Except in cases of extenuating circumstances, refusal to accept recall to a position in the employee's former classification at a same shift and a comparable FTE shall result in termination. Laid off employees may return to work by bid to newly created or vacant positions for which they are qualified and willing to accept.

15.6.1 Employees shall be notified by certified mail at the employee's address on file in the Department of Human Resources of the date to return to work on recall. Failure of an employee to respond within (3) days of the date specified by the Employer shall result in termination. It is the employee's responsibility to keep the Employer informed as to current address.

15.7 Severance Pay. Employees employed in a classification subject to a layoff may elect to be terminated and be eligible for severance payments according to the schedule below. Employees who choose termination with severance shall be ineligible for recall rights specified in Section 15.2, above and shall be considered to have terminated their employment. The number of employees electing severance pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control. Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is elected and at forty (40) hours pay per week prorated for part time employees based upon their assigned FTE at the time of severance. Years of service for purposes of this section shall be defined as 2080 paid hours.

YEARS OF SERVICE	WEEKS OF PAY
5-6	3 weeks pay
7-8	4 weeks pay
9-10	6 weeks pay
11-12	8 weeks pay
13-14	10 weeks pay
15 or more	12 weeks pay

15.8 Reengineering. It is agreed that any employee who loses their job through technical innovation, automation, or system changes shall be given first opportunity to apply for positions open in the Hospital. The Employer will continue its present practices of prioritizing the use of available resources, where considered appropriate, to assist employees whose jobs have been displaced through technical innovation, automation or system changes.

15.9 Reduction in Hours. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. Where there is such a reduction in hours to be implemented in a work area, the least senior employee in the classification and on the affected shift shall have their hours mandatorily reduced, as may be consistent with scheduling and staffing requirements.

15.9.1 An employee whose hours have been permanently mandatorily reduced shall retain any prior eligibility for medical and dental insurance benefits for themselves and their dependents for one (1) month following the reduction in hours.

15.9.2 An employee whose hours are to be permanently reduced shall receive a minimum of two (2) weeks' advance notice of the reduction in hours.

15.10 Displacement Rights for Employees Subject to Mandatory Hours Reduction.

Employees whose hours have been reduced as per Section 15.9, above, may take the position of the least senior employee whose position is at a comparable FTE in their classification and work area on another shift.

15.10.1 If there is no such position in the work area, the employee may elect one of the following options:

- 1) Accept the hours reduction,
- 2) Take the position of the least senior employee in their classification with a comparable FTE level to that which they were assigned prior to the mandatory hours reduction, Subject to 15.4.

15.11 Restoration of Hours. In the event the Employer increases the number of FTE's in a work area on other than a temporary basis, employees working in that classification in the work area, at a reduced FTE under Section 15.9, shall, in order of seniority be assigned the additional FTE hours up to their FTE before the reduction, if the employee is working on the same shift as the additional hours and the assignment is consistent with scheduling requirements. If the employee rejects the assignment, the employee will not be entitled to the benefit of this provision thereafter.

Open positions occasioned by, e.g. termination or transfer, shall be posted for bid under Section 4.2

15.11.1 Temporary Hours. Employees whose hours have been mandatorily reduced or who have been laid off may notify the Employer in writing of their availability to work temporarily available extra hours. In order of seniority and subject to the employees' availability and competence to perform the work, they shall be utilized before other employees or services up to the level of their FTE prior to the reduction, provided written notice is given prior to each schedule posting by the time required in work area. Priority shall be given first to employees who have been laid off or reduced from the work area requiring additional hours.

15.12 Unit Merger/Restructure. The Employer will provide the Union with at least thirty (30) days advance notice prior to a unit merger or significant restructure. During this thirty (30) day period, the Employer and the Union will meet to discuss the changes.

In the event the Employer determines to reconfigure the FTEs in the affected work area of an employee, then employees will bid for the positions within that area in their classification. Successful bidders shall be determined by seniority provided that the qualifications to perform the required competencies, as determined by the Employer, are substantially equal. Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks' advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and

affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, and work schedule.

15.13 An employee who is offered a transfer to a different position within their classification as a result of a layoff or to a new position as a result of work redesign, may, at the time of the offer elect voluntary layoff. An employee who is offered the position as a part of a layoff, may alternatively elect resignation and severance pay in accord with Employer policy.

15.14 Subcontracting

15.14.1 At the time of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

15.14.2 The Employer agrees to give the Union at least one hundred and eighty days (180) advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

15.14.3 The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reason, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

15.14.4 These 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;

* Potential options with subcontractor that could enable hiring of affected Valley Medical Center employees in order of seniority to perform the work;

* Potential options with subcontractor related to union recognition.

15.14.5 Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date the Employer provided advance written notice of the proposed subcontracting.

15.14.6 The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

ARTICLE 16 - MEDICAL AND INSURANCE BENEFITS

16.1 Medical Insurance. Insurance benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Insurance benefits will begin the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or

more days. Participation in medical insurance benefits shall be subject to specific plan eligibility requirements.

The two (2) self insured medical insurance plans are named as the Preferred Co-Pay Plan and the Preferred Plus Deductible Plan. The Employer will provide individual employee coverage under either of the two (2) self insured medical insurance plans in effect for employees under this Agreement at its effective date at \$0 premium cost to eligible employees who have an FTE of 0.6 and above.

Eligible employees classified as 0.9 FTE or more may cover dependents under the Preferred Co-Pay Plan at \$0 per pay period premium. Eligible employees classified as 0.6 FTE to less than 0.9 FTE may cover dependents under the Preferred Co-Pay Plan at \$110 per pay period premium cost for one (1) dependent or \$200 per pay period premium cost for two (2) or more dependents. The Preferred Co-Pay Plan will have \$0 individual and \$0 family deductible per calendar year with \$10 co-pay for VMC clinic visits and \$20 co-pay for non-VMC clinic visits and \$20 co-pay and 65% coverage outside network. The Preferred Co-Pay Plan annual out-of-pocket maximum is \$1,500 individual and \$3,500 family.

Eligible employees classified as 0.9 FTE or more may cover dependents under the Preferred Plus Deductible Plan at \$50.85 per pay period premium cost for one (1) dependent or \$68.08 per pay period premium cost for two (2) or more dependents. Eligible employees classified as 0.6 FTE to less than 0.9 FTE may cover dependents under the Preferred Plus Deductible Plan at \$117.54 per pay period premium cost for one (1) dependent or \$213.31 per pay period premium cost for two (2) or more dependents. The Preferred Plus Deductible Plan will have \$500 individual and \$1,500 family deductible per calendar year with \$0 office visits and 65% coverage outside network. The Preferred Plus Deductible Plan annual out-of-pocket maximum is \$1,500 individual and \$3,500 family.

For both Preferred Co-Pay and Preferred Plus Deductible Plans, prescription drugs carry a co-pay of \$10 generic and \$25 preferred brand name (or \$15 if no generic) and 50% of the drug cost for non-preferred brand name. Mail order provides up to 90 day supply for a co-pay of \$20 generic and \$50 preferred brand name (or \$30 if no generic) and 50% of the drug cost for non-preferred brand name.

For employees who elect to participate in the Group Health Cooperative Plan, the Employer will continue to contribute an amount up to the individual and dependent(s) cost paid for the self-insured Preferred Plus Deductible medical plan.

The Employer agrees not to reduce the current level of medical plan benefits coverage during the term of this Agreement. The Employer retains the right to change insurance carriers, network provider panels, preferred VMC providers, third party payors, and all other administrative elements throughout the course of this Agreement as a means to control costs and services to the medical plans.

16.2 Life Insurance. All regular employees consistently working twenty-four (24) hours or more per week shall be eligible for group life insurance, paid for by the Employer.

Life Insurance	\$15,000
Accidental Death & Dismemberment	\$15,000

16.3 Conversion Privileges. Upon termination or leave of absence, an employee may convert (up to an amount equal to the employee's life coverage) without medical examination to a personal life insurance policy.

16.4 Worker's Compensation. All employees shall be covered under Washington Worker's Industrial Accident Compensation or equal coverage.

16.5 Liability Insurance. The Employer will provide an insurance policy equivalent to the amount of one million dollars (\$1,000,000) for each person in each accident and in the aggregate five million dollars (\$5,000,000) per twelve (12) month period in order to protect the employee acting within the capacity and scope of his/her duties.

16.6 Dental Insurance. Dental insurance benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Dental insurance benefits will begin on the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in dental insurance benefits shall be subject to specific plan eligibility requirements.

Eligible employees classified as 0.6 FTE or more may select individual dental insurance coverage from either Dental 25 at a rate of \$2.29 per pay period premium, Dental 50 at a rate of -\$57 per pay period premium, or Dental Preventive at a rate of -\$4.47 per pay period premium.

Eligible employees classified as 0.6 FTE or more may cover dependent(s) under Dental 25 at a rate of \$26.96 per pay period premium cost for one (1) dependent or \$50.65 per pay period premium cost for two (2) or more dependents. Eligible employees classified as 0.6 FTE or more may cover dependents under Dental 50 at a rate of \$19.57 per pay period premium costs for one (1) dependent or \$39.73 per pay period premium costs for two (2) dependents or more. Eligible employees classified as 0.6 FTE or more may cover dependents under Dental Preventive at a rate of \$6.51 per pay period premium cost for one (1) dependent or \$19.60 per pay period premium cost for two (2) dependents or more.

The dental benefits shall include an annual maximum benefit level of \$1300 for PPO providers or \$1200 for non-PPO providers.

The Employer agrees not to reduce the current level of dental plan coverage during the term of this agreement. The Employer retains the right to change insurance carriers, network provider panels, third party payers and all other administrative elements throughout the course of this

agreement as a means to control costs and services to the medical plans.

16.7 Pay In Lieu of Benefits. In lieu of health insurance, dental insurance, life insurance, vacation, sick leave, holiday pay when not worked, jury duty, and bereavement leave, an employee otherwise eligible for the benefits may elect a fifteen percent (15%) salary differential, provided the election not to participate in health insurance is in accord with any applicable state or federal law. The selection must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later. Thereafter, a change in this option may be made by an employee during the month of June to be effective July 1.

16.8 Short-term disability. The employer shall offer a short-term disability plan for employees to purchase either using available flex credits or at their own expense.

ARTICLE 17 – CONFERENCE COMMITTEES AND EDUCATION/TRAINING

17.1 The Employer, jointly with the elected representatives of the Union of the Hospital, shall establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor/Management Committee is to foster improved communications between the Employer and the employees including discussions of staffing, training and education. While the function of the Committee shall be limited to an advisory rather than a decision-making capacity, through the interest-based problem solving process the parties agree to attempt to reach consensus on decisions to be implemented by the Employer. The Committee shall consist of six (6) representatives of the Employer and six (6) representatives of the Union, two of which will be a representative from a VMC clinic. The Labor/Management Committee shall establish a mutually agreeable meeting schedule and may consider alternative ways of meeting including telephonic, video conferencing (if/when available) and alternative scheduling. Meetings will be scheduled in off-duty hours whenever possible. Employees attending outside their regular work hours shall be compensated at their straight time base rate. The Committee shall operate under the guidance of co-chairs, one to be selected by the Employer and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be distributed to all Committee members at least three (3) days in advance of the meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue at a mutually agreeable time.

17.2 Joint Employer Training and Education Fund

17.2.1 Establishment of Fund and Contribution Rate. A training and Upgrading Fund, to be known as the Joint Employer Training Education Fund (the “Fund”) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and the skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which

will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the Service Unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding on-call and temporary employees. The contribution start date (“The Effective Date”) will be the start of the pay period immediately following ratification of at least 75% of the multi-employer collective bargaining agreements (from the Agreement to Engage in Multi-employer Bargaining, Section 3).

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

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

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

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

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

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

17.3 The Employer will provide up to two hundred and fifty dollars (\$250.00) one time for any part-time or full-time ER MST attending an ACLS Certification Program if not provided through the Training and Upgrading Fund (TUF).

The Employer will pay employees out-of-pocket cost for updating any non-transferable license

or mandatory certifications that the Employer requires for maintenance of that employee's position if not provided through the Training and Upgrading Fund (TUF).

Employees who are required to complete continuing education as a condition of employment shall be reimbursed for the cost of such continuing education. The Employer will require that the most cost-effective course will be utilized.

The Medical Center agrees that Union delegates in a number not to exceed ten (10) total between the Service Unit and the LPN Unit, in any one year shall be reimbursed at their base straight time rate for one day (8 hours) of training provided by the Union. For LPNs this cost shall come from their annual CE fund. Training shall occur only on employee's scheduled day off.

ARTICLE 18 – PARKING

18.1 The Employer will continue to offer employee parking free of charge during the term of this Agreement. This parking may be off the main campus. Night shift employees will be able to park on the main campus free of charge. Security escorts for the evening shift will be provided if requested.

ARTICLE 19 – PENSION PLAN

19.1 The pension plan implemented by the District as of January 1, 1968 per the contract of May 18, 1967 is a part of the Agreement. The Employer for the term of this Agreement shall continue the existing retirement plan as now established or as it may be amended for the benefit of all employees eligible there under.

ARTICLE 20 – MANAGEMENT RIGHTS

20.1 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, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from the duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. 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 this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 21 – UNINTERRUPTED PATIENT CARE

21.1 There shall be no strikes, sympathy strikes, slow downs or stoppages of work by the employees, and nothing contained in this contract shall be construed to grant any employee the right to strike or refuse to perform his or her duties. It is recognized that the Employer is engaged in a public service requiring continuous operations and it is agreed that recognition of such obligation of continuous service is imposed upon both the employees 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, walk-out, sympathy strike, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, walk-out, sympathy strike, slow-down, or work stoppage, or a threat thereof the Union and its officers will do everything within their power to end or avert same. An employee participating in any strike, walkout, sympathy strike, slow-down, or work stoppage will be subject to immediate dismissal. Employer agrees that during this same period there shall be no lock-outs. In the event of a strike by employees in another bargaining unit, employees shall not be required to perform other than usual duties.

ARTICLE 22 – SEPARABILITY

22.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decisions, regulations or decrees shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 23 – COMPLETE AGREEMENT

23.1 This Agreement cancels and supersedes all previous agreements between the parties, whether written or oral, express or implied. Past practice shall not be binding upon either the Union or the Employer.

ARTICLE 24 – DURATION

This Agreement shall be in full force and effect on July 1, 2008, to and including June 30, 2011. Should either party desire to modify or terminate this Agreement on July 1, 2011, it shall serve written notice upon the other one hundred twenty (120) days but no less than ninety (90) days prior to that date.

IN WITNESS WHEREOF, we attached our signatures this ____ day of _____, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

Richard Roodman, CEO

Diane Sosne, President

Date: _____

Date: _____

Barbara Mitchell, Sr. Vice President,
Human Resources

Jason Klumb, Chief Negotiator

Date: _____

Date: _____

<Insert Bargaining Team Signatures Here>

ADDENDUM A

**MEMORANDUM OF UNDERSTANDING
COOPERATION AGREEMENT**

Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

The Hospital District and the Union agree that it is in their best interests to develop a collaborative and supportive relationship in which the parties work together to achieve the common goal of delivering quality patient care to the community. To facilitate the development of this relationship the parties agree to the following principles and agreements:

1. The parties agree that they will work together for the successful pursuit of matters of common concern. Where the Hospital is developing a community policy or plan and seeks the support of the Union, it will communicate the issue to the Union at an early date to receive input from the Union concerning the substance of the plan and the Union's ability to support it. Where the Union has concerns about its ability to support the plan, it will notify the Hospital as to the basis of those concerns and, if possible, how the concerns might be resolved. Where the parties agree to the pursuit of the plan they will use their best efforts to successfully develop and implement it.

2. The parties agree that public opinion is important to community acceptance and confidence in using the services of the District. Therefore, the parties agree not to publicly undermine each other and to use best efforts to resolve issues of disagreement.

The parties agree that in the event an issue(s) arises for the Union pertaining to quality of care, staffing or job security, and the issue cannot be resolved to the Union's satisfaction in the normal course of the parties' problem solving through contract committees or the grievance process, then the President of the Union may request a prompt hearing on the issue before a committee of two members of the Board of Commissioners and the Chief Administrator of the District. This committee will issue a decision within ten (10) days.

If the parties in good faith cannot resolve the issue internally after going through this process, either party may terminate this cooperation agreement by notifying the other party in writing.

3. The parties agree that they will work together for the successful resolution of contract negotiations. Negotiations provide an opportunity to work cooperatively. In the spirit of cooperation, the Union and Valley Medical Center are committed to handling future negotiations in a collaborative manner and as expeditiously as practical. Therefore, Valley Medical Center agrees to provide paid release time for negotiations for a maximum of eight (8)

employees and a maximum of four (4) sessions. This number shall include members of the LPN and Service bargaining units. Compensated release time shall be for regular straight time hours.

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

Date: _____

Date: _____

Barbara Mitchell, Sr. Vice President
Human Resources

Date: _____

ADDENDUM B

MEMORANDUM OF UNDERSTANDING

**HEALTHCARE LEADERSHIP FUND/ COPE
SOLICITATION/REIMBURSEMENT**

Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in work areas nor will there otherwise be any disruption to patient care or business operations.

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

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

ADDENDUM C

MEMORANDUM OF UNDERSTANDING

SAFETY/SECURITY IN EMERGENCY DEPARTMENT

Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

The parties agree that the Emergency Department is a unique public access environment requiring on-going focus on safety and security of patients, families, and staff. The Employer values and respects the observations and recommendations of the employees regarding safety and security. The Employer will encourage employees in this unit who work in the Emergency Department to participate in the Safety Committee meetings. Recommendations of that committee are made directly to the Director of Risk Management and to the executive committee of the hospital who determine appropriate action.

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

ADDENDUM E
MEMORANDUM OF UNDERSTANDING
PENSION PLAN

Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

The Employer and the various unions representing employees of the Employer agree that educating employees about their pension plan is a worthwhile endeavor. The Employer and the RN unit have previously agreed that one RN will serve on the VMC Pension Committee. The Employer additionally agrees that one employee total from one of the non-RN bargaining units, who is a current participant in the VMC pension plan, shall be selected by the Unions to serve as a member of the VMC Pension Committee.

Each employee representative on the VMC Pension Committee shall be provided up to eight hours straight time base pay annually to participate with other Pension Committee members and the Human Resource benefits staff in activities to educate VMC employees about their pension plan.

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

ADDENDUM F
MEMORANDUM OF UNDERSTANDING
HEALTHCARE PENSION FUND

Between

VALLEY MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

Valley Medical Center and SEIU Healthcare 1199NW, along with other area hospital employers will reconvene a series of meetings during the term of this agreement to further investigate a Healthcare Pension Fund with a plan design that manages risks and costs for both employers and employees, and creates a plan for effective and predictable planning toward retirement security.

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

ADDENDUM G
UNION RECOGNITION
Between
VALLEY MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

1. To the extent allowed by law, the employer agrees to accrete to the bargaining unit all non-supervisory and non-managerial service employees in positions currently excluded from the unit, including those who are employed at facilities owned or operated by the employer such as clinics, or surgery centers. This accretion provision is for positions commonly recognized by the NLRB and PERC as Service Unit positions. It will not provide accretion provisions for job titles commonly recognized as professional, technical, clerical or engineering unit positions.
2. The accretion of employees in each service job title will occur when the union obtains and demonstrates that it has authorization cards from a majority of employees in that job title. Proof of majority status shall be based on signed authorization cards or petitions verified, if requested, by a mutually agreeable third party. Such third party will also be empowered to resolve any disputes that may arise concerning the signed cards. If the third party determines that a majority of the affected employees wish to be represented by the Union, the Employer will immediately accrete the employees into the existing bargaining unit.
3. Upon notification by the Union of its intent to accrete non-represented service employees, the employer will provide the union with a list of names, home addresses and home phone numbers, hours of work, job classifications and work locations of all affected employees. The union will be allowed access to the facilities of the employer for the purpose of distributing literature and meeting with non-represented employees. The union agrees that it will not disrupt the normal business of the facility.
4. The employer will not oppose efforts by the service employees to organize. The employer (and its supervisors and agents) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the employer to the selection by the service employees of a collective bargaining agent.

5. The current collective bargaining agreement shall automatically apply to the newly accreted service workers.
6. The Medical Center will provide the Union with a list of service positions that are not covered by the Agreement.

Agreed this _____ day of October, 2008.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW

By: _____
Rich Roodman, CEO

By: _____
Diane Sosne, President

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 1 (A): Kitchen Worker (427), Assitant Courier (187)

7/1/2008	3% step 11	11.10	11.43	11.79	12.14	12.51	12.89	13.26	13.67	14.08	14.50	14.94	\$15.17	15.39	15.39	15.85	16.33	16.82	17.32	
2/1/2009	1%	11.21	11.54	11.91	12.26	12.64	13.02	13.39	13.81	14.22	14.65	15.09	15.32	15.54	15.54	16.01	16.49	16.99	17.49	
7/1/2009	2.26% step 13	11.46	11.80	12.18	12.54	12.93	13.31	13.69	14.12	14.54	14.98	15.43	15.67	15.89	\$16.13	16.37	16.86	17.37	17.89	
2/1/2010	1%	11.57	11.92	12.30	12.67	13.06	13.44	13.83	14.26	14.69	15.13	15.58	15.83	16.05	16.29	16.53	17.03	17.54	18.07	
7/1/2010	2% step 21	11.80	12.16	12.55	12.92	13.32	13.71	14.11	14.55	14.98	15.43	15.89	16.15	16.37	16.62	16.86	17.37	17.89	18.43	18.89
2/1/2011	2%	12.04	12.40	12.80	13.18	13.59	13.98	14.39	14.84	15.28	15.74	16.21	16.47	16.70	16.95	17.20	17.72	18.25	18.80	19.27

Grade 2 (B): Barista (430), Café Worker (428), Linen Aide (472), Courier

7/1/2008	3% step 11	11.83	12.17	12.55	12.93	13.29	13.70	14.12	14.54	14.97	15.42	15.87	\$16.12	16.36	16.36	16.85	17.36	17.88	18.42	
2/1/2009	1%	11.95	12.29	12.68	13.06	13.42	13.84	14.26	14.69	15.12	15.57	16.03	16.28	16.52	16.52	17.02	17.53	18.06	18.60	
7/1/2009	2.26% step 13	12.22	12.57	12.97	13.36	13.72	14.15	14.58	15.02	15.46	15.92	16.39	16.65	16.89	\$17.14	17.40	17.93	18.47	19.02	
2/1/2010	1%	12.34	12.70	13.10	13.49	13.86	14.29	14.73	15.17	15.61	16.08	16.55	16.82	17.06	17.31	17.57	18.11	18.65	19.21	
7/1/2010	2% step 21	12.59	12.95	13.36	13.76	14.14	14.58	15.02	15.47	15.92	16.40	16.88	17.16	17.40	17.66	17.92	18.47	19.02	19.59	20.08
2/1/2011	2%	12.84	13.21	13.63	14.04	14.42	14.87	15.32	15.78	16.24	16.73	17.22	17.50	17.75	18.01	18.28	18.84	19.40	19.98	20.48

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 3 (C): Housekeeper (462), Grill Cook

7/1/2008	3% step 11	12.57	12.96	13.36	13.75	14.15	14.58	15.01	15.46	15.93	16.41	16.90	\$17.16	17.42	17.42	17.94	18.48	19.03	19.60	
2/1/2009	1%	12.70	13.09	13.49	13.89	14.29	14.73	15.16	15.61	16.09	16.57	17.07	17.33	17.59	17.59	18.12	18.66	19.22	19.80	
7/1/2009	2.26% step 13	12.99	13.39	13.79	14.20	14.61	15.06	15.50	15.96	16.45	16.94	17.46	17.72	17.99	\$18.26	18.53	19.08	19.65	20.25	
2/1/2010	1%	13.12	13.52	13.93	14.34	14.76	15.21	15.66	16.12	16.61	17.11	17.63	17.90	18.17	18.44	18.72	19.27	19.85	20.45	
7/1/2010	2% step 21	13.38	13.79	14.21	14.63	15.06	15.51	15.97	16.44	16.94	17.45	17.98	18.26	18.53	18.81	19.09	19.66	20.25	20.86	21.38
2/1/2011	2%	13.65	14.07	14.49	14.92	15.36	15.82	16.29	16.77	17.28	17.80	18.34	18.63	18.90	19.19	19.47	20.05	20.66	21.28	21.81

Grade 4 (D): Patient Care Assitant, (122)Rehab Aide (220), Imaging Assistant (213)

7/1/2008	3% step 11	13.41	13.78	14.20	14.63	15.06	15.51	15.99	16.48	16.96	17.47	17.99	\$18.27	18.54	18.54	19.10	19.67	20.26	20.87	
2/1/2009	1%	13.54	13.92	14.34	14.78	15.21	15.67	16.15	16.64	17.13	17.64	18.17	18.45	18.73	18.73	19.29	19.87	20.46	21.08	
7/1/2009	2.26% step 13	13.85	14.23	14.66	15.11	15.55	16.02	16.51	17.02	17.52	18.04	18.58	18.87	19.15	\$19.44	19.73	20.32	20.92	21.56	
2/1/2010	1%	13.99	14.37	14.81	15.26	15.71	16.18	16.68	17.19	17.70	18.22	18.77	19.06	19.34	19.63	19.93	20.52	21.13	21.78	
7/1/2010	2% step 21	14.27	14.66	15.11	15.57	16.02	16.50	17.01	17.53	18.05	18.58	19.15	19.44	19.73	20.02	20.33	20.93	21.55	22.22	22.78
2/1/2011	2%	14.56	14.95	15.41	15.88	16.34	16.83	17.35	17.88	18.41	18.95	19.53	19.83	20.12	20.42	20.74	21.35	21.98	22.66	23.24

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 5 (E): Lift Team Tech (835), SPD Tech (324), Warehouseperson (581)

7/1/2008	3% step 11	13.84	14.27	14.69	15.14	15.61	16.06	16.54	17.04	17.54	18.08	18.61	\$18.90	19.18	19.18	19.75	20.34	20.95	21.58	
2/1/2009	1%	13.98	14.41	14.84	15.29	15.77	16.22	16.71	17.21	17.72	18.26	18.80	19.09	19.37	19.37	19.95	20.54	21.16	21.80	
7/1/2009	2.26% step 13	14.30	14.74	15.18	15.64	16.13	16.59	17.09	17.60	18.12	18.67	19.22	19.52	19.81	\$20.11	20.40	21.00	21.64	22.29	
2/1/2010	1%	14.44	14.89	15.33	15.80	16.29	16.76	17.26	17.78	18.30	18.86	19.41	19.72	20.01	20.31	20.60	21.21	21.86	22.51	
7/1/2010	2% step 21	14.73	15.19	15.64	16.12	16.62	17.10	17.61	18.14	18.67	19.24	19.80	20.11	20.41	20.72	21.01	21.63	22.30	22.96	23.53
2/1/2011	2%	15.02	15.49	15.95	16.44	16.95	17.44	17.96	18.50	19.04	19.62	20.20	20.51	20.82	21.13	21.43	22.06	22.75	23.42	24.00

Grade 6 (F): PCA/HCA (188), Cardiopulmonary Tech (218), Caterer (495), Cook (424), CP Tech II (217), Lab Support (302), Nutrition Rep (426), SPD Tech II (218), Telemetry Tech (218), Unit Secretary (125), US/PCA (156)

7/1/2008	3% step 11	14.33	14.79	15.23	15.69	16.15	16.62	17.13	17.64	18.16	18.72	19.27	\$19.57	19.86	19.86	20.46	21.06	21.69	22.35	
2/1/2009	1%	14.47	14.94	15.38	15.85	16.31	16.79	17.30	17.82	18.34	18.91	19.46	19.77	20.06	20.06	20.66	21.27	21.91	22.57	
7/1/2009	2.26% step 13	14.80	15.28	15.73	16.21	16.68	17.17	17.69	18.22	18.75	19.34	19.90	20.22	20.51	\$20.82	21.13	21.75	22.41	23.08	
2/1/2010	1%	14.95	15.43	15.89	16.37	16.85	17.34	17.87	18.40	18.94	19.53	20.10	20.42	20.72	21.03	21.34	21.97	22.63	23.31	
7/1/2010	2% step 21	15.25	15.74	16.21	16.70	17.19	17.69	18.23	18.77	19.32	19.92	20.50	20.83	21.13	21.45	21.77	22.41	23.08	23.78	24.37
2/1/2011	2%	15.56	16.05	16.53	17.03	17.53	18.04	18.59	19.15	19.71	20.32	20.91	21.25	21.55	21.88	22.21	22.86	23.54	24.26	24.86

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 7 (G): Security Officer Lead (437), Security Officer (451), SST, Med Surg Tech (123), Technical Lab Assistant (318), US/PCA/HCA (126)

7/1/2008	3% step 11	14.85	15.29	15.74	16.23	16.69	17.22	17.74	18.25	18.80	19.36	19.94	\$20.24	20.54	20.54	21.16	21.79	22.44	23.11	
2/1/2009	1%	15.00	15.44	15.90	16.39	16.86	17.39	17.92	18.43	18.99	19.55	20.14	20.44	20.75	20.75	21.37	22.01	22.66	23.34	
7/1/2009	2.26% step 13	15.34	15.79	16.26	16.76	17.24	17.78	18.32	18.85	19.42	19.99	20.60	20.90	21.22	\$21.54	21.85	22.51	23.17	23.87	
2/1/2010	1%	15.49	15.95	16.42	16.93	17.41	17.96	18.50	19.04	19.61	20.19	20.81	21.11	21.43	21.76	22.07	22.74	23.40	24.11	
7/1/2010	2% step 21	15.80	16.27	16.75	17.27	17.76	18.32	18.87	19.42	20.00	20.59	21.23	21.53	21.86	22.20	22.51	23.19	23.87	24.59	25.20
2/1/2011	2%	16.12	16.60	17.09	17.62	18.12	18.69	19.25	19.81	20.40	21.00	21.65	21.96	22.30	22.64	22.96	23.65	24.35	25.08	25.70

Grade 8 (H): ER Med Surg Tech (124), Materials Assistant I (723), Anesthesia Assistant (128), Medical Assistant I (327)

7/1/2008	3% step 11	15.37	15.82	16.29	16.80	17.30	17.80	18.34	18.91	19.48	20.06	20.67	\$20.98	21.29	21.29	21.93	22.59	23.27	23.97	
2/1/2009	1%	15.52	15.98	16.45	16.97	17.47	17.98	18.52	19.10	19.67	20.26	20.88	21.19	21.50	21.50	22.15	22.82	23.50	24.21	
7/1/2009	2.26% step 13	15.87	16.34	16.82	17.35	17.86	18.39	18.94	19.53	20.11	20.72	21.35	21.67	21.99	\$22.32	22.65	23.34	24.03	24.76	
2/1/2010	1%	16.03	16.50	16.99	17.52	18.04	18.57	19.13	19.73	20.31	20.93	21.56	21.89	22.21	22.54	22.88	23.57	24.27	25.01	
7/1/2010	2% step 21	16.35	16.83	17.33	17.87	18.40	18.94	19.51	20.12	20.72	21.35	21.99	22.33	22.65	22.99	23.34	24.04	24.76	25.51	26.15
2/1/2011	2%	16.68	17.17	17.68	18.23	18.77	19.32	19.90	20.52	21.13	21.78	22.43	22.78	23.10	23.45	23.81	24.52	25.26	26.02	26.67

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 9 (J): Pharmacy Tech I (355), Medical Assistant II (768) Staffing Coordinator (103),

7/1/2008	3% step 11	15.89	16.37	16.87	17.38	17.91	18.43	18.98	19.55	20.14	20.73	21.36	\$21.68	22.00	22.00	22.66	23.34	24.04	24.76	
2/1/2009	1%	16.05	16.53	17.04	17.55	18.09	18.61	19.17	19.75	20.34	20.94	21.57	21.90	22.22	22.22	22.89	23.57	24.28	25.01	
7/1/2009	2.26% step 13	16.41	16.90	17.43	17.95	18.50	19.03	19.60	20.20	20.80	21.41	22.06	22.39	22.72	\$23.07	23.41	24.10	24.83	25.58	
2/1/2010	1%	16.57	17.07	17.60	18.13	18.69	19.22	19.80	20.40	21.01	21.62	22.28	22.61	22.95	23.30	23.64	24.34	25.08	25.84	
7/1/2010	2% step 21	16.90	17.41	17.95	18.49	19.06	19.60	20.20	20.81	21.43	22.05	22.73	23.06	23.41	23.77	24.11	24.83	25.58	26.36	27.02
2/1/2011	2%	17.24	17.76	18.31	18.86	19.44	19.99	20.60	21.23	21.86	22.49	23.18	23.52	23.88	24.25	24.59	25.33	26.09	26.89	27.56

Grade 10 (K): Pharmacy Tech II (356)

7/1/2008	3% step 11	16.47	16.94	17.45	17.98	18.53	19.09	19.65	20.23	20.84	21.47	22.10	\$22.43	22.77	22.77	23.45	24.16	24.88	25.63	
2/1/2009	1%	16.63	17.11	17.62	18.16	18.72	19.28	19.85	20.43	21.05	21.68	22.32	22.65	23.00	23.00	23.68	24.40	25.13	25.89	
7/1/2009	2.26% step 13	17.01	17.50	18.02	18.57	19.14	19.72	20.30	20.89	21.53	22.17	22.82	23.16	23.52	\$23.87	24.22	24.95	25.70	26.48	
2/1/2010	1%	17.18	17.68	18.20	18.76	19.33	19.92	20.50	21.10	21.75	22.39	23.05	23.39	23.76	24.11	24.46	25.20	25.96	26.74	
7/1/2010	2% step 21	17.52	18.03	18.56	19.14	19.72	20.32	20.91	21.52	22.19	22.84	23.51	23.86	24.24	24.59	24.95	25.70	26.48	27.27	27.95
2/1/2011	2%	17.87	18.39	18.93	19.52	20.11	20.73	21.33	21.95	22.63	23.30	23.98	24.34	24.72	25.08	25.45	26.21	27.01	27.82	28.51

Exhibit A

Effective	Increase	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 year	12 Year	13 year	14 Year	16 Year	18 Year	20 Year	21 year
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Grade 11 (L): COTA (388), PTA (385), SPD Coordinator

7/1/2008	3% step 11	17.04	17.53	18.08	18.61	19.16	19.73	20.33	20.96	21.59	22.25	22.91	\$23.25	23.59	23.59	24.30	25.03	25.78	26.55	
2/1/2009	1%	17.21	17.71	18.26	18.80	19.35	19.93	20.53	21.17	21.81	22.47	23.14	23.48	23.83	23.83	24.54	25.28	26.04	26.82	
7/1/2009	2.26% step 13	17.60	18.11	18.67	19.22	19.79	20.38	20.99	21.65	22.30	22.98	23.66	24.01	24.37	\$24.73	25.09	25.85	26.63	27.43	
2/1/2010	1%	17.78	18.29	18.86	19.41	19.99	20.58	21.20	21.87	22.52	23.21	23.90	24.25	24.61	24.98	25.34	26.11	26.90	27.70	
7/1/2010	2% step 21	18.14	18.66	19.24	19.80	20.39	20.99	21.62	22.31	22.97	23.67	24.38	24.74	25.10	25.48	25.85	26.63	27.44	28.25	28.96
2/1/2011	2%	18.50	19.03	19.62	20.20	20.80	21.41	22.05	22.76	23.43	24.14	24.87	25.23	25.60	25.99	26.37	27.16	27.99	28.82	29.54

Grade 13 (N): Anesthesia Technician

7/1/2008	3% step 11	18.08	18.60	19.18	19.75	20.33	20.94	21.57	22.24	22.90	23.60	24.30	\$24.67	25.03	25.03	25.77	26.55	27.35	28.16	
2/1/2009	1%	18.26	18.79	19.37	19.95	20.53	21.15	21.79	22.46	23.13	23.84	24.54	24.92	25.28	25.28	26.03	26.82	27.62	28.44	
7/1/2009	2.26% step 13	18.67	19.21	19.81	20.40	20.99	21.63	22.28	22.97	23.65	24.38	25.09	25.48	25.85	\$26.24	26.62	27.43	28.24	29.08	
2/1/2010	1%	18.86	19.40	20.01	20.60	21.20	21.85	22.50	23.20	23.89	24.62	25.34	25.73	26.11	26.50	26.89	27.70	28.52	29.37	
7/1/2010	2% step 21	19.24	19.79	20.41	21.01	21.62	22.29	22.95	23.66	24.37	25.11	25.85	26.24	26.63	27.03	27.43	28.25	29.09	29.96	30.71
2/1/2011	2%	19.62	20.19	20.82	21.43	22.05	22.74	23.41	24.13	24.86	25.61	26.37	26.76	27.16	27.57	27.98	28.82	29.67	30.56	31.32