

2007 – 2010

AGREEMENT

By and Between

SERVICE EMPLOYEES INTERNATIONAL UNION.

DISTRICT 1199NW



And

KLICKITAT VALLEY HEALTH



Paramedic Unit

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ARTICLE 1: RECOGNITION

KVH recognizes the Union as the sole and exclusive representative all full-time and regular part-time, per diem, non-supervisory paramedics of KVH, excluding supervisors, managers, confidential, temporary, agency, casual, relief and all other KVH paramedics.

ARTICLE 2: UNION MEMBERSHIP

2.1 Membership

All employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) calendar days of ratification of this Agreement or agree to pay the Union a fair share representation fee equal to the initiation fee and dues required of members of the Union. Newly hired employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire or pay a fair share/representation fee. The Union shall provide KVH with a statement to give to newly hired employees at the time of hire regarding this requirement. Employees who fail to comply with this requirement shall be discharged by KVH within thirty (30) calendar days after the receipt of written notice to KVH from the Union, unless the employee fulfills the membership obligation set forth in this Agreement.

2.1.1 **Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly or mutually agreed upon basis.

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

2.2 Dues Deduction

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

2.3 Bargaining Unit Rosters

Upon the signing of this Agreement by both parties, and quarterly thereafter, KVH will provide the Union with a list of names, employee numbers, employment status, FTE, date of hire, job classification and the rate of pay of those employees covered by this Agreement. KVH will work with the Union to provide this information in a mutually agreeable format. KVH will send a list of any new hires monthly to the Union.

2.4 Voluntary Political Action Fund Deduction

KVH shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with KVH, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, KVH'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 KVH harmless from all claims, demands, suits or other forms of liability that may arise against KVH for or on account of any deduction made from the wages of such employee.

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

ARTICLE 3: UNION REPRESENTATION MATTERS

3.1 Access to Premises/Meeting Rooms

Union representatives may have access to available meeting rooms at reasonable times up to two (2) hours at a time upon no less than three (3) days advance written notice (using Room Requisition Form) for union related business, including investigating grievances. If access is sought for the discussion of an immediate disciplinary matter, KVH will make an office or other location available if a meeting room is not available. Union representatives shall not have access to employees' lounges or patient care areas unless advance approval has been obtained from KVH. Access to KVH's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

3.2 Bargaining Unit Representatives

The Union shall designate its officers, delegates, and alternate delegates from among employees in the unit. The officers and delegates shall not be recognized by KVH until the Union has given KVH notice of the selection and their scope of authority. Unless otherwise agreed to by KVH, the investigation of grievances or other business shall only be conducted during non-working times, in non-patient care areas and shall not interfere with the work of other employees, patient care or disturb patients or the normal operation of the Hospital. Meal and rest breaks are not considered working time.

Subject to appropriate advance notice and scheduling requirements, a delegate or designee/officer will be allowed one quarter (1/4) hour of unpaid time during the regularly scheduled new employee orientation to introduce newly hired employees to the Union and the Union contract, although, at the delegate or designee/officer's discretion, PTO time may be used. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may request unpaid time off work of one (1) work shift per calendar year of educational leave time to attend Union-sponsored training in leadership, representation and dispute resolution, although, at the delegate or designee/officer's discretion, PTO time may be used.

When an employee requests a Representative's presence at an investigatory meeting that the employee reasonably believes could lead to discipline or at a grievance meeting, unpaid time off work will be authorized for the Representative, although, at the Representative's discretion, PTO time may be used. If the Representative requested by the employee is not available at the time or because of patient care concerns cannot be present, the meeting will not be unduly delayed and one of the other Representatives will be called to be present. If KVH requests the presence of a Representative at an investigatory or grievance meeting, the Representative will be paid for that time.

3.3 Bulletin Board

KVH will furnish a bulletin board in the Ambulance area for the use of the Union. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by KVH. Union Bulletin boards will be maintained by delegates/officers of the Union. A copy of such notices will be provided before posting to the Human Resources Department. All postings must be in compliance with KVH's non-discrimination or harassment related policies.

3.4 Contract

KVH will give each current employee and newly hired employee a copy of this Agreement and notice of Union membership provisions. Additional copies of this Agreement shall be available in Administration. The Union will provide sufficient copies of the Agreement for such distribution.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes that KVH has the obligation of serving the public with high quality medical care, efficiently and economically, and meeting medical emergencies.

4.1 Reserved Rights

Except as expressly restricted or limited by a specific provision of this Agreement, KVH retains all statutory, customary, and usual rights, responsibility to manage the affairs of KVH. KVH shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard to such subjects. The rights of employees are limited to those specifically set forth in this Agreement.

4.2 Examples of Rights

Without limitation by way of illustration, the exclusive responsibilities, decision-making functions and authority connected with or in any way incidental to its responsibility to manage the affairs of KVH shall include the following:

To operate, direct and manage the Hospital; to set standards of performance; to maintain order and efficiencies; to direct employees; to determine the materials and equipment to be used; to determine the kind and location of facilities; to determine whether the whole, or any part of the operation shall continue to operate for budgetary or other reasons; to select and hire employees and to determine their qualifications; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures; to hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause. To discharge any employee deemed incompetent based upon established job criteria. Provided, however, KVH reserves the right to discharge any employee for unsatisfactory performance based upon reasonable related established job criteria, to expect reasonable overtime work of employees; and to unilaterally implement new, revise or terminate wholly or in part, old methods, procedures, policies, rules, materials, equipment, facilities and standards.

4.3 Exercise of Rights

The parties recognize that the above statement of management rights and responsibilities is for illustrative purpose only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by KVH on a unilateral basis. KVH's failure to exercise any right, prerogative or function reserved to it, or KVH's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of KVH's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5: EMPLOYMENT PRACTICES

5.1 Non-Discrimination

Neither KVH nor the Union shall discriminate against any employee in the bargaining unit in violation of applicable Federal and State Law on the basis of race, color, national origin, citizenship status, creed, religion, sex, age, marital status, disability, sexual orientation, union membership or activity or veteran, military status or legally protected class. Neither KVH nor any bargaining unit employee shall in any way discriminate against any employee.

5.2 Notice of Resignation

Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in the loss of accrued PTO. KVH will give consideration to circumstances which would make such notice impossible.

5.3 Discipline and Discharge

5.3.1 No employee shall be disciplined or discharged except for just cause. An employee who has received a written disciplinary notice or been suspended without pay or discharged without just cause is entitled to appeal such action through the Grievance Procedure.

5.3.2 The parties agree that discipline generally should be progressive in nature, according to the following pattern: verbal warning, written warning, unpaid suspension, and discharge. The parties agree that the particular discipline given will depend on the seriousness of the action.

5.3.3 A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging its receipt. Employees will be given the opportunity to provide a written response to any written evaluation or disciplinary actions to be included in their personnel file. Written warnings and suspensions shall expire after three (3) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, KVH shall have the right to disregard the forgoing expiration period where the employee has demonstrated a recurring pattern in the progressive disciplinary process.

5.3.4 An employee may request the attendance of a Union representative during any investigatory meeting which may reasonably lead to disciplinary action.

5.4 Personnel File

By appointment, an employee may inspect their personnel records at mutually convenient times under supervision. Employees shall have the right to comment on disciplinary actions and performance evaluations in their Personnel File.

5.5 Evaluations

Employees will be evaluated prior to completion of the probationary period and annually thereafter. Upon request, the employee will be given a copy of the evaluation. Employees will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file. Performance evaluations or performance improvement plans are not considered disciplinary action and are not subject to the grievance procedure.

5.6 Job Openings

All vacancies and new positions in the bargaining unit shall be posted internally for a period of seven (7) calendar days. External applicants can be sought during the same time period, however internal applicants will be considered first. Postings shall include job title, day, night or weekend shift and rate of pay.

If there are internal applicants, KVH will offer the vacancy to the employee who, in the sole determination of KVH, is the most qualified based upon skill, competence, and ability. In the event that there are two or more qualified internal employees, as determined by KVH, the employee with the greater seniority will be offered the position. If KVH determines that no internal applicant is qualified, KVH may hire from outside applicants.

5.7 Parking

Employees shall be provided parking within facility parking lots or other KVH designated employee parking locations. When working on-call and night shift, employees may use reserved parking near lighted doors.

5.8 Contracting Out

KVH agrees to give at least sixty (60) days' notice to the Union prior to any decision to contract out or signing a contract which will result in the elimination of positions for the majority of employees in a department or facility. Upon request by the Union, within ten (10) days notice to the Union, KVH agrees to meet to discuss the effects of the decision and consider the feasibility of creating and/or implementing alternatives to the contracting that would satisfy its primary business needs.

In the event KVH decides to contract out a service which will result in the elimination of a department or facility, KVH will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the collective bargaining agreement. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority, PTO accruals, and health benefits.

ARTICLE 6: DEFINITIONS

6.1 Full-Time Paramedic

A paramedic who is regularly scheduled to work at least 48 hours per work week (with an average of fifty six (56) hours per work week period annually), and who has successfully completed the required probationary period.

6.2 Regularly Scheduled Part-time Paramedic

A paramedic who is regularly scheduled to work at least 24-hours during a work week period, and who has successfully completed the required probationary period.

6.3 Working Manager

It is recognized that supervisory personnel may perform bargaining unit work where such arrangement does not result in layoffs for currently scheduled paramedics or the change of current paramedics from full-time status to part-time status.

6.4 Probationary Employee

An employee who has been hired by KVH on a full-time or part-time basis and who has been continuously employed by KVH for less than ninety (90) days. The probationary period may be extended for up to one (1) additional ninety (90) calendar days. KVH will notify the employee in writing of areas requiring improvement within the initial ninety (90) calendar days of employment. Prior to extension KVH will notify the employee of areas needing improvement. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

6.5 Per Diem Employee

A Per Diem employee is defined as an employee who only works intermittently and is not regularly scheduled pursuant to KVH's request for scheduling. Per Diem employees are included in the bargaining unit only as follows:

- Currently employed Per Diem employees who have worked more than 600 hours in the twelve (12) month period prior to the ratification of this Agreement by the Union;
- Employees working more than 600 hours in any twelve (12) consecutive month period from an individual's original employment date;
- If the employee has worked for less than twelve (12) months prior to the ratification of this Agreement by the Union, the employee shall be included in the bargaining unit if the employee worked an average of more than 50 hours per month for each month wherein the employee worked;

- After initial inclusion in the bargaining unit, an employee will continue to be included in the bargaining unit in subsequent years if the 600 hour threshold was met in the previous twelve (12) month period. (Per Diem employees are not eligible to receive PTO, Health and Welfare Benefits, Leaves of Absence, No Rights under Article 9 (Seniority and Layoff Provision), Appendix A, Differentials, Premium Pay, Certification Pay. Per Diem paramedics will receive a \$25.00 per hour flat rate in lieu of the above listed benefits.

6.6 Temporary Employee

A Temporary employee is defined as an employee who is hired on an interim basis who is seasonal or is used to backfill positions temporarily vacated due to unanticipated vacancies, vacations, authorized leaves of absence, workers' compensation leaves, military leave, or other emergency conditions. The term of a temporary employee shall not exceed one hundred and eighty (180) days during a calendar year. Temporary employees are excluded from the bargaining unit and are not covered under the terms of this Agreement.

6.7 Agency Paramedic

Paramedic personnel employed by other companies or public entities, agencies or organizations may at KVH's discretion perform the job duties routinely performed by bargaining unit personnel and will be excluded from the bargaining unit, when such personnel are used because current paramedics are not immediately available to do the work, or because of a lack of readily available qualified paramedic personal or because of arrangements made by KVH with public entities, companies, agencies or organizations where such arrangements do not result in layoffs for currently scheduled paramedics or the change of current paramedics from full-time status to part-time status.

6.8 Base Rate of Pay

The employee's base hourly rate excluding all premiums and shift differentials.

6.9 Regular Hourly Rate

The regular rate of pay as used in this Agreement is an hourly rate and is determined by dividing the employee's total remuneration* for services during hours of employment in the work period by total number of hours actually worked in that work week period for which compensation was paid. (*Above remuneration does not include pay for PTO, holiday, employer contributions to health insurance, retirement plan, and required employer payroll taxes).

ARTICLE 7: HOURS OF WORK

This Article defines the normal hours of work per day or per week in effect at the time of execution of this Agreement and establishes the basis for calculation of overtime. It is not a guarantee of a minimum number of hours of work per day, work period, month or year, and it is not intended to establish a right to compensation in any form for time not worked, unless specifically set forth in this Agreement.

7.1 Work Week Period

The basic work week period shall consist of forty (40) hours of work in a designated seven (7) day period.

7.2 Work Period

The basic work period shall consist of 24 hours of work to be completed within 24 consecutive hours.

7.2.1 Innovative Work Periods: “Innovative work periods” are defined as work periods after the date of the ratification of this contract that require some change, modification or waiver of the provisions of this Agreement. Innovative work periods may be established by agreement between an individual employee or a group of employees within a particular unit or department taking into consideration such factors as employee interest, patient care needs, turnover and vacancy rates, the use of overtime and agency employees and employee morale. The process may be implemented by either the employee or the Department Director. If the participating employee(s) and their Director agree upon an innovative work period, it will be reduced to writing and submitted to the Human Resources Director for approval. If approved by the Human Resources Director, a written copy of the agreement will be given to the Union. KVH and the employee may revert back to any work period in effect immediately prior to the innovative work period by mutual agreement.

7.2.2 Restructure: In the event of a restructure of any department or unit that would result in a change to any work period(s), KVH will provide at least sixty (60) calendar days notice of such intended change, unless there is an emergency. In the case of an emergency, KVH will provide as much notice as is permissible under the circumstances. During the sixty (60) calendar day notice time frame, the Union and the affected employees will have an opportunity to meet and discuss this matter with KVH.

7.3 Work Shifts

Full and regularly scheduled part-time paramedics will be scheduled for 24-hour shifts. Rest and meal period are paid and scheduled during the 24-hour shift.

7.4 Work Schedules

KVH shall determine schedules and post monthly work schedules at least fourteen (14) calendar days prior to the beginning of the work schedule for the month.

7.4.1 Changes in Work Schedules. It is recognized and understood that deviations from normal hours of work and changes in work schedules may occur from time to time, resulting from several causes, such as, but not limited to, vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. KVH retains the right to adjust hours of work and work schedules to maintain a safe, efficient, and orderly operation.

7.4.2 Any request by an employee for special scheduling must be submitted to the Department Director in writing fourteen (14) calendar days prior to the issuance of the monthly schedule, unless mutually agreed otherwise.

7.4.3 Only Department Directors or designated supervisors are authorized to change work schedules.

7.5 Overtime

Statutory overtime will be paid at 1 and ½ (1 ½) times the regular rate of pay for all hours actually worked over forty (40) in the work week period, seven consecutive 24-hour periods, as designated by KVH. Time paid but not worked shall not count as time worked for purposes of computing overtime pay. All overtime is subject to approval of the supervisor prior to being worked. There shall be no pyramiding or duplication of overtime pay or other premium pay.

7.6 Shift Trades

Paramedics who desire to trade or have other paramedics work their scheduled full shift hours of work (situations which are collectively referred to as “trades”) must follow the trade procedure. Trades are subject to prior approval by the Manager/designee and must be for the full shift hours. If a trade is approved, the paramedic trading “in” is required to work the entire scheduled shift. If a request for trade is denied, the reason for such denial will be given to the requesting paramedic. Neither the approval nor denial of a trade request, nor the reasons for such approval or denial, will be a precedent for any other trade request or subject to the grievance process. Employees will endeavor to submit trade requests to the manager at least hour (4) calendar days in advance of the first trade date. Without limiting the other grounds on which trade requests may be denied, the following are situations in which trade requests may be denied:

7.6.1 When the purpose of repeated trades is related to a paramedic’s working a full time job with another employer.

7.6.2 When the trade would result in payment of premium or overtime rates not otherwise payable for the hours involved.

7.6.3 When the trade would cause a paramedic to work more than 72 hours in a row.

7.7 Holdover Pay

Holdover Pay applies to all 24 hour employees who are required by management to remain on duty at the end of their normal shift. Examples are when employees are required to hold over or extend their shift when involved in an emergency call or inter-facility transfer, to complete patient care documentation, or when an oncoming employee is sick or delayed, the off-going employee is required to hold over until relieved or other arrangements have been made.

Holdover Pay shall be compensated at time and one-half of the employee’s base rate. KVH will endeavor to hold no employee over no longer than four (4) hours beyond the regularly scheduled end of shift.

ARTICLE 8: CLASSIFICATION AND RATES OF PAY

8.1 Wage Increase

Effective the first full pay period after the parties' ratification of this Agreement, each full-time and regularly scheduled part-time paramedic employee will receive a three and one half percent (3.5%) increase in the employee's identified base rate in accordance with Appendix "A" of this Agreement.

8.1.1 **Step Placement.** Effective the first full pay period after December 1, 2007 each full-time and regularly scheduled part-time employee will be placed on the wage step closest to, but not less than, his or her current rate of pay in accordance with Appendix A of this Agreement.

8.1.2 **Anniversary Step Advancement.** Effective the first full pay period after July 1, 2008, each full-time and regularly scheduled part-time employee will thereafter move to the next applicable step on Appendix A on his or her anniversary date. Step increases shall become effective the first full pay period after the employee's anniversary date.

8.2 Wage Scale Re-opener

The parties agree to open the Agreement on March 1, 2009 specifically and only to negotiate the base wage steps (which will affect subsequent steps) that will be effective July 1, 2009, taking into consideration the need for market rate adjustments. In addition, the parties will negotiate appropriate incumbent employee experience adjustments on the wage scale.

8.3 Hire in Rates

Hire in rates for new employees covered by this Agreement shall be changed to allow for year for year credit for continuous, recent, applicable experience. New employees will not be placed above Step 6 on Appendix A of this Agreement unless agreed upon.

ARTICLE 9: SENIORITY-LAYOFF-RESTRUCTURE

9.1 Definition of Seniority

Seniority shall mean an employee's continuous length of service at Klickitat Valley Health from the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire.

Seniority for layoff purposes shall be calculated as of the end of the first full pay period ending immediately prior to the date upon which notice of Layoff is sent to the Union.

9.2 Loss of Seniority

Seniority shall be terminated if an employee is absent due to illness or injury for more than twelve (12) consecutive calendar months or for a period equal to the employee's length of service (whichever is less), quits, retires or is discharged. Seniority shall also be terminated if an employee is laid off and not reinstated for more than the time periods specified in this Article.

9.3 Report Pay

Employees who report for work as scheduled (unless otherwise notified in advance) and are immediately released from duty by KVH for low census will receive the following minimum hours of pay at their base rate:

1. An employee scheduled to work an eight (8) hour work period will receive two (2) hours.
2. An employee scheduled to work a ten (10) hour work period will receive three (3) hours.
3. An employee scheduled to work a twelve (12) hour work period will receive four (4) hours.
4. An employee scheduled to work a twenty-four (24) hour work period shall receive six (6) hours.

This commitment shall not apply when KVH has made a good faith effort to notify the employee at least two (2) hours in advance of the scheduled shift not to report to work. Documented attempts to reach the employee will be recorded. It shall be the responsibility of the employee to notify KVH of the employee's current address and phone number listed with the Human Resources Department. An employee's failure to do so shall excuse KVH from the notification requirement.

9.4 Layoff and Recall

- A. Layoff Defined: A layoff is defined as a permanent or prolonged reduction in the number of employees or work week hours. Layoffs shall be by job position within a department. KVH retains the right to determine when and if layoffs are necessary as well as the number of employees who will be affected.
- B. Order of Layoff: Agency and temporary personnel, travelers, probationary, per diem employees within the affected department will be released prior to laying off regular full-time or part-time employees, providing skill, competence, and ability are considered substantially equal in the opinion of KVH. For regular full-time and regular part-time employees, the employee(s) with the least amount of seniority shall be laid off first, providing skill, competence and ability are considered substantially equal in the opinion of KVH. Prior to implementing a layoff, KVH will seek volunteers for layoff from among regular employees in those job titles and departments affected by the layoff. Open (vacant) positions

within the title affected by a lay off will not be filled during the period beginning with the notice of layoff to the date of the layoff.

- C. Layoff Options: An employee who is subject to layoff has the following options:
1. Accept a vacant position in accordance with this Agreement.
 2. Be placed on the reinstatement roster for eighteen (18) months in accordance with Section F of this Article.
- D. Notice of Layoff: Employees who are laid off will be given at least twenty-one (21) calendar days notice of layoff or will receive pay in lieu of notice for all scheduled days in that twenty-one (21) day period except for unforeseeable conditions preventing such notice which are beyond KVH's control. Upon mutual agreement, KVH may release employees prior to the end of the twenty-one (21) day period with no obligation to continue to pay them. KVH will also provide the Union with at least twenty-one (21) calendar days notice prior to layoff of bargaining unit employees. At the same time it provides notice of layoff, KVH will also provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster, and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and title, and employment status (FTE and shift). Upon request, KVH and the Union will meet as soon as possible after KVH provides notice of layoff(s) for the purpose of reviewing employees subject to the layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff, provided that such meeting shall not delay the layoffs.
- E. Reassignment: In the event that a layoff results in more or fewer employees being assigned to a shift than required, KVH will seek volunteers to move to a different shift. If there are not volunteers, the least senior employee on the affected shift(s) will be reassigned provided that such reassignment does not result in an inappropriate skill mix on any particular shift.
- F. Reinstatement Roster: Employees who elect to be placed on the reinstatement roster in accordance with this Agreement will remain on the reinstatement roster for the period specified. If the employee's original position in a department is reinstated while the employee is on the reinstatement roster, the displaced employee on the reinstatement roster has first preference in reclaiming the position. Employees on the reinstatement roster may apply for any open position that becomes available. Such employees will have preference over other applicants, but will compete among themselves for open positions based on overall qualifications for the position in accordance with this Agreement. Notwithstanding the foregoing, transfer within a department will have preference over a recalled employee unless the recalled employee is from the applicable unit and is more senior. If an employee applies for and is offered an open position, s/he must accept it or s/he will be deemed to have resigned. To be considered,

application must be made within the applicable posting period in accordance with this Agreement.

- G. Forfeiture of Reinstatement Rights: An employee shall forfeit further reinstatement rights by failing to respond to a job offer from KVH regarding the employee's intent to return to work within seven (7) calendar days after the date the signed receipt of certified mail is received. Recall notice is sent by certified mail to the employee's last address on record with KVH.
- H. Per Diem Work: A Per Diem employee on the reinstatement roster shall be eligible for Per Diem work. Acceptance of Per Diem work while on layoff shall not affect the employee's placement on the reinstatement roster.
- I. Employment Status During Layoff: An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff, but shall not accrue seniority and benefits while on layoff. If reinstated, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

9.5 Insurance Benefits

KVH will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid-off employees may continue KVH's insurance under applicable Employer COBRA continuation policies while on layoff.

9.6 Department Restructure

In the event of a restructuring of an existing department, KVH will determine the number of regular full-time and regular part-time FTEs by shift required for the new or restructured department. Prior to determining the schedule, KVH will meet with the employees of the affected department(s) to discuss the reconfiguration of the FTEs in the department(s) and the new work schedules. Employees within a title may bid for the same shifts/same hours they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of KVH. If through this bid process an employee is unable to retain the same shift/same hours he/she had prior to the restructuring, he/she may bump to other shifts within the employee's title based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of KVH. If an employee is not assigned a position on the new or restructured department or, the employee shall be considered to be laid off and shall have the options identified in Section 9.4 of this Article.

9.7 Hour Reduction

If a permanent reduction in assigned hours of work is determined by KVH to be necessary, KVH will first ask for volunteers from the department and shift where changes are needed. When involuntary reductions are needed, KVH will reduce the hours of the least senior person in the department and shift, subject to patient care needs, staffing considerations and hours of operation.

An employee who is assigned to an FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

- a. The employee shall, by seniority, be offered any vacant positions for which they are qualified prior to the vacant positions being offered to employees not subject to hours reduction.
- b. Accept the reduced hours. An employee choosing this option may elect to be placed on the reinstatement roster in accordance with Section 9.4, above.
- c. If the employee is not the least senior employee, the employee may displace the least senior employee in the title in the bargaining unit.

In the event that additional regular hours in a title become available on a continuing basis in the department, KVH will offer the hours of the regular continuing schedule to the most senior employee in the title who has had an FTE reduction under this Section within the preceding twelve (12) months.

ARTICLE 10: COMPENSATION

10.1 Other Compensation

10.1.1 **On Call/Standby.** Employees who are on-call shall be paid as follows: On-call duty (time not worked) shall not be counted as hours worked for purposes of computing overtime or employee benefits.

- \$2.75 weekdays, \$3.25 weekends.

10.1.2 **Call In.** If an employee is called in to work while on-call, the employee shall be guaranteed a minimum of one (1) hour of pay at one and one half (1 ½) times the employee's base rate of pay.

10.1.3 **Work on Holidays.** Employees shall receive one and one half (1 ½) times their base rate of pay for all hours worked on a holiday when a majority of the hours worked fall on any of the following Holidays. The holiday is considered to begin at midnight (12:00 a.m.) on the holiday and ends at 11:59 p.m. on the holiday.

New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas.

10.1.4 **Certification Pay.** Employees certified by a KVH recognized specialty organization in the practice area of their primary assignment, and pre-approved by KVH, shall receive \$.50 cents per hour over their base rate for all hours worked. Example included but not limited to: CCEMPT/SCT.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

11.1 Medical Vision Dental Insurance

11.1.1 **KVH Shall Manage the Insurance Plans.** The current insurance plans are offered for full time employees only and will be identified in a summary of benefits prepared by KVH on an annual basis and made available to all employees.

11.1.2 **Full-Time Employee:** During the term of this Agreement, KVH shall pay up to \$600.00 per month for each full-time employee for KVH approved Medical, Vision, Dental, Long Term Disability and Life/AD&D plans. Any increase in the above rates during the term of this Agreement per month shall be shared 50% by KVH and 50% by the employee. Each employee is required to pay the cost of covering any dependants enrolled in these plans.

11.1.3 In the event that KVH or the insurer proposes to cancel or materially change any existing program benefits during the term of this Agreement, KVH will use its best efforts to secure another carrier to provide the same, or as similar as possible, level of benefits to employees.

11.1.4 KVH expressly agrees to advise the Union of the pending change in benefits and meet for the purpose of negotiating the effects of any such proposed benefit changes in bargaining unit member coverage as defined in this Agreement. The language of this provision shall not be construed as a waiver, by either party, of the right to negotiate, if any, over any change in the insurance plan benefits.

11.2 Other Benefits

All other benefits as listed below shall be managed by KVH, shall be identified in a summary of benefits prepared by KVH on an annual basis and shall be made available to all employees. KVH may change, modify or discontinue other benefits during the term of this Agreement upon thirty (30) days written notice to the Union. Upon request by the Union, KVH will discuss such changes to modify or terminate such benefits but retains the sole discretion to implement such changes or termination.

11.2.1 **Life/Accidental Death and Dismemberment Insurance:** Available to full time employees.

11.2.2 **Long Term Disability Insurance:** Available to Full time employees.

11.2.3 **Retirement 403(b):** Available to those meeting hours requirements of plan. The program is a tax-sheltered investment plan with KVH and employee contributions. KVH contributes two and one half (2 ½%) of the annual gross on a monthly basis.

11.2.4 Flexible Spending Account/Dependant Care Account.

ARTICLE 12: PAID TIME OFF

12.1 Paid Time Off Program

The purpose of the Paid Time Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee’s personal needs and desires, including sick leave, medical appointments, personal time, holidays, or vacation.

12.2 Eligibility

Only full-time and regularly scheduled part-time employees are eligible for PTO.

12.3 Availability to Use

PTO begins to accrue upon hire. Accruals are available for use in the pay period following successful completion of the probationary period. PTO may not be taken before it actually accrues.

12.4 Accrual of PTO

Accruals are based upon longevity and status as a full or part-time employee. PTO does not accrue during unpaid leaves of absences greater than one (1) pay period.

Accrual Chart for full time Paramedics representing per pay period flat rate. Part-time employees accrue on a pro rata basis, based on actual hours worked.

Hire – 5 yrs	12	312	468
6yrs – 10yrs	14.295	372	558
11yrs – 15yrs	16.605	432	698
16yrs – 20yrs	17.76	462	693
21yrs +	18.915	492	738

12.5 Scheduled PTO

PTO must be used when taking authorized leave time. Due to the nature of 24 hour shift pay, paramedic PTO will be paid as if the paramedic had actually worked his/her regularly scheduled work week hours up to 72 hours. PTO will be scheduled by the Department Director/designee. PTO requests should be made as far in advance as possible, but not more than twelve (12) months in advance.

12.6 PTO Use for Unanticipated Medical Reasons

Employees may use PTO due to unanticipated medical reasons for the employee or their family (*i.e.*, sickness, injury, emergency medical treatments, and unscheduled medical appointments) subject to the following conditions:

12.6.1 **Workers Compensation:** In the event of an occupational illness or injury, PTO may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. PTO can be integrated with Workers' Compensation to the extent available to continue normal earnings.

12.6.2 **Notification of Absence:** Employees should try to give notice of their absence as soon as possible before commencement of the scheduled work day. In addition, Employees are required to notify KVH in accordance with department policies in advance of the scheduled shift. The Employee must also notify KVH for each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to give the minimum proper notification will be grounds for progressive discipline up to termination of employment.

12.7 Proof of Illness

KVH may require that an employee provide a physician's written verification of illness and inability to work in cases of unscheduled absences following three (3) or more consecutive work days of unscheduled absence.

12.8 Fitness for Duty

KVH reserves the right to require a medical determination for fitness for duty upon return from illness or injury.

12.9 Abuse of PTO

Failure of the employee to follow the PTO policy may result in discipline.

12.10 Unpaid Time Off

Employees must first exhaust their accrued PTO time before using authorized Unpaid Leave time (UTO) with the following exceptions:

12.10.1 **Collective Bargaining:** Employees who attend collective bargaining sessions on behalf of the Union may have such time charged as unpaid time off rather than PTO.

12.10.2 **Tardiness:** An employee who is tardy will have such time charged as unpaid time off and may not use PTO.

12.10.3 **Disaster Aid:** If KVH approves an employee's written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

12.11 PTO Cash Out

Employees who have been continuously employed for one (1) year may request one cash-out per calendar year of up to 112 hours of accrued PTO. PTO cash out must be made in whole hour increments and the employee must retain a minimum of one-hundred and twelve (112) hours in

their PTO to be eligible for cash out. PTO cash outs will be made on regularly scheduled pay days. Requests for cash-out must be made at least four (4) weeks prior to the desired cash out and submitted to Human Resources on a KVH PTO Cash-Out form. PTO cash out shall be made at the employee's base rate of pay in effect at the time the cash-out form was submitted.

12.12 Payment Upon Termination

Upon termination of employment, an employee may be eligible for payout of PTO accrual earned but not used. PTO payout shall be made at the employee's base rate of pay at the time of termination. If the employee (1) resigns and gives fourteen (14) calendar days written notice, or (2) is laid off from employment with KVH (this does not include low census adjustments), the Employee shall receive a pay-off of accrued but unused PTO credits. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, he or she must work all scheduled shifts during the notice period or shall not be eligible to receive payout of PTO.

ARTICLE 13: LEAVES OF ABSENCE

13.1 In General

All leaves of absence are to be requested from the employee in writing with thirty (30) days notice where possible, otherwise as far in advance as possible, stating the reason for the leave, the amount of time requested off, and the proposed start and return date. A written reply to grant or deny the request shall be given by KVH within thirty (30) days. A leave of absence begins on the first day of absence from work

Employees must use PTO leave before converting to an unpaid leave status. KVH reserves the right to require a medical determination for fitness for duty upon return from a leave of absence.

Failure to return from leave on or by the specified date forfeits the employee return rights.

13.2 Maternity Disability Leave

In the case of pregnancy, an employee will be granted a leave of absence for the period of the employee's temporary disability caused by pregnancy or childbirth as verified by a qualified health care provider.

13.3 Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 and the Washington State Family Medical Leave Act, eligible employees will be granted family/medical leave for up to twelve (12) weeks during a twelve (12) month rolling period as provided by law:

1. To care for a newborn, newly adopted or newly placed foster child; or
2. To care for the serious health condition of one's child, spouse, or parent; or

3. To care for one's own serious health condition that makes the employee unable to perform the employee's job.

KVH shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

KVH may require, or the employee may elect, to use accrued paid leave time for which the employee is eligible during family leave. Use of paid leave time will be in accordance with the terms of the Washington State Family Care Act as amended. In addition, the employee is entitled access to other paid leave state funds provided for family leave under applicable Washington State Law.

13.3.1 Leave Combined. An employee may guarantee his/her position (same department or unit if applicable, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the period of disability plus twelve (12) weeks.

13.4 Military Leave

Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who enlists or is drafted into the military service of the United States should be accorded those rights as set forth in the Uniformed Service Employment and Reemployment Rights Act and any other applicable federal and state law.

13.5 Leave Without Pay

Employees on authorized leave without pay for twelve (12) months or less shall not accrue or lose seniority during the leave of absence.

13.6 Leave With Pay

Authorized leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with KVH.

13.7 Return From Leave

Unless otherwise provided for herein or by law, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening in his or her job position for which the employee is qualified, unless a more senior employee in the position and in the unit or department applies for the position. An employee awaiting return to work following a leave of absence may bid on vacant positions in the same manner as any other employee.

13.8 Jury Duty

All full time and part time employees who are required to serve on jury duty or who are subpoenaed or called to be a witness on behalf of KVH in any judicial proceeding, shall be compensated by KVH for the difference between their jury duty/witness fee pay and their base rate of pay and shall not be required to use PTO hours. KVH may request proof of the jury duty summons and attendance. If the employee is released from jury duty during a scheduled work period, the employee may return to work at the request of the supervisor. Night shift employees may elect to receive compensation under this section for either the shift before or following jury duty. KVH may request verification from the employee to confirm the basis for the leave.

13.9 Bereavement Leave

Bereavement leave of up to three (3) days leave with pay for regularly scheduled hours of work shall be granted to a full-time or part-time employee because of death in his/her immediate or extended family. Employees shall be paid at their base rate of pay. Immediate family shall be defined as wife, husband, brother, sister, child, stepchild, parent, grandchild, grandparent, mother-in-law, or father-in-law of the employee, and any relations living in the employee's household. Extended family shall be defined as domestic partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew. KVH may request verification from the employee to confirm the basis for the leave.

And additional two (2) days of bereavement leave pay shall be granted when an employee is required to travel more than 500 miles one way to attend the funeral or to complete arrangements.

ARTICLE 14: LABOR MANAGEMENT COMMITTEE

14.1 KVH, jointly with employees selected by the Union, shall establish a Labor/Management Committee.

14.2 The purpose of the Labor/Management Committee (Committee) shall be to foster improved communication between KVH and employees, to improve working conditions and patient/employee satisfaction, improve quality of nursing practices, staffing issues and to assist with personnel and mutual problems.

14.3 The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The Committee shall be established on a permanent basis and shall consist of not more than two (2) representatives each of KVH and the bargaining unit employees. The number of Committee participants may be amended by mutual agreement of KVH and the Union.

14.4 The Committee shall meet not less than bi-monthly or as often as mutually agreed. The Committee shall operate under guidance of co-chairs, one to be selected by KVH and one to be selected by the Union. The Committee shall prepare an agenda of topics to be discussed prior to the meeting date. The meeting will be no longer than two (2) hours in length.

14.5 Committee in General

Although advisory in nature, the Committee will be expected to assist in the development of positive change which can be implemented by KVH with successful results. The Committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the Committee. The Union and KVH will take turns taking and distributing meeting minutes.

14.6 Compensation

Employees shall be compensated at their base rate of pay for time spent in Committee meetings.

ARTICLE 15: HEALTH AND SAFETY

KVH will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

15.1 Safety Committee

KVH will continue its Safety committee in accordance with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise KVH on education and preventative health measures for the workplace and its employees. All bargaining unit employees who serve on the committee will be appointed by the Union.

15.2 TB Testing

All employees will be tested at no cost for Tuberculosis as required by law. Any employee at the request of KVH or at the employee's request may be tested more frequently consistent with existing protocols.

15.3 Hepatitis B Vaccine

KVH will provide, free of charge, Hepatitis B vaccine to those employees who desire the immunization consistent with existing protocols.

ARTICLE 16: GRIEVANCE PROCEDURE

16.1 Grievance Defined

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. Grievances must be brought by individual employees.

16.2 Time Limits

Time limits set forth in the following steps refer to calendar days and may only be extended by mutual written consent of KVH and the Union. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 4:30 p.m. on the next following business day. If the grievance is not presented within fourteen (14) calendar days from the occurrence or knowledge of its occurrence said grievance shall be waived and forever lost.

Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of KVH to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step through Step 3 without any action necessary on the part of the employee. Requests for arbitration must be specifically requested as provided for in this Agreement. No grievance, request to move to another step, grievance response, or request for Arbitration may be submitted via email only. The time limits set forth in this grievance procedure may only be extended by mutual agreement in writing between the Union and KVH.

16.3 Grievance Procedure

A grievance shall be submitted in accordance with the following procedure:

Step 1. Employee and Department Director.

If an employee has a grievance, the employee shall meet with the employee's Department Director and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. If the grievance is not presented within fourteen (14) calendar days from its occurrence or knowledge of its occurrence said grievance shall be waived and forever lost. A Union Delegate shall be present if requested by the employee. If a Union Delegate participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 1 meeting. Upon receipt thereof, the Director shall attempt to resolve the problem. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. The Director shall respond in writing to the employee within ten (10) calendar days following receipt of the grievance indicating that the matter has been mutually resolved or the grievance is denied. The employee will sign any response confirming that the matter has been mutually resolved.

Step 2. Employee, Union Delegate/Representative and Human Resources.

If the grievance is not resolved to the employee's satisfaction at Step 1, the employee shall present a written grievance to Human Resources within seven (7) calendar days of the Director's decision. The grievance shall specifically include a description of the alleged breach, articles violated and specific resolution desired. A meeting between the employee (and a Union Delegate/Representative, if requested by the employee) and the Human Resources Director shall be held within ten (10) days for the purpose of resolving the grievance. The Human Resources Director shall respond in writing to the employee within fourteen (14) calendar days following the grievance meeting indicating that the matter has been mutually resolved or the grievance is denied. The employee will sign any response confirming that the grievance has been mutually resolved.

Step 3. Employee, Union Delegate/Representative and CEO.

If the grievance is not resolved at Step 2, the employee shall present the written grievance within seven (7) calendar days of the Step 2 response to the KVH CEO or designee. Within ten (10) calendar days thereafter, there shall be a meeting with the KVH CEO (or designee), and the

Human Resources Director may be present. The CEO, or designee, will issue a written response within fourteen (14) calendar days following the meeting.

Step 4. **Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the date the response was sent to the Union. If KVH and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators, who are attorneys, or who are on the PERC dispute resolution list or who are members of the National Academy of Arbitrators, shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to, legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 17: GENERAL WORKING CONDITIONS

17.1 Uniforms

17.1.1 KVH will supply to each full-time and regularly scheduled part-time paramedic pants and collared shirts ("uniform") and insignia and launder them. The number of uniforms supplied will be at least twice the number of shifts the paramedic is scheduled to work in the work week period.

17.1.2 KVH will supply to each full-time and regularly scheduled part-time paramedic, a coat every five years and will launder as needed up to twice a year; a helmet and a pair of rescue gloves. If any of these items are damaged while performing paramedic duties, the paramedic shall submit a written request for replacement of damaged items. Such damage shall have been caused by the performance of paramedic duties and shall not cover damages arising from normal wear or accidents caused by the paramedic's own negligence or carelessness. Upon receiving the written request for replacement and proof of damage, KVH will replace the item. Damaged item is property of KVH.

KVH will provide each full time and regularly scheduled part time paramedic up to \$150 every three years for the purchase of one new pair of KVH approved boots. Such boots will be purchased through a KVH approved vendor.

17.1.3 In October of each calendar year, KVH will provide full-time and regularly scheduled part-time paramedics two sweatshirts, five tee-shirts and a baseball hat. If any of these items are damaged while performing paramedic duties, the paramedic shall submit a written request for replacement of damaged items. Such damage shall have been caused by the performance of paramedic duties and shall not cover damages arising from normal wear or accidents caused by the paramedic's own negligence or carelessness. Upon receiving the written request for replacement and proof of damage, KVH will replace the item. Damaged Item is property of KVH.

17.1.4 Uniforms, sweatshirts and tee-shirts listed in this Article are District property and are not to be worn while not on duty except for coming directly to and from work before changing.

17.1.5 Paramedics are not permitted to use uniforms not approved by the Manager.

17.2 Living Quarters

17.2.1 KVH will provide living quarters for 24 hour paramedics while on duty, with the following items in serviceable condition:

- Table and chairs for meals;
- Beds, mattresses, blankets, pillows, sheets, pillowcases, privacy shower, wash cloths and towels for paramedics on duty;
- Comfortable chair and/or sofa/futon;
- Color television set;
- Telephone for paramedics' use in making local calls not resulting in charges to KVH. Long distance calls and toll calls will be paid by the paramedic;
- Where there is a window(s), appropriate window coverings for privacy from public view;
- Equipment and supplies for cleaning the quarters;
- Refrigerator;
- Kitchen counter and sink;
- Kitchen utensils, cookware, dishes and eating utensils;
- Microwave/convection oven/hot plate;
- Access to KVH outdoor BBQ;
- Desk with chair and office equipment necessary to complete paramedic duties and responsibilities;
- Air conditioning/heat;
- Basic cable television.

17.2.2 Paramedics assigned to quarters will be responsible for keeping the quarters and related equipment and supplies clean and serviceable. However, paramedics are not responsible for capital improvements or routine maintenance to quarters.

17.2.3 If any of the items listed above are not provided or cannot be made serviceable by the paramedics, paramedics assigned to the quarters will be responsible for notifying their supervisor. It is understood that such items may not be immediately serviceable or available due to circumstances that may be out of KVH's control.

17.2.4 It is understood that paramedics may choose to order services such as extended cable, satellite cable, or make long distance calls, but these items are to be paid in full, directly by the paramedic(s) responsible for such costs.

17.2.5 The costs of providing quarters and the items set forth in this Article are not included in the compensation paid to any paramedic.

17.3 Education and Meeting Reimbursement

17.3.1 Paramedics will be required to attend periodic mandatory education in-services, as directed by the Manager. The District shall provide for the provision and/or attendance of Paramedic continuing medical education (CME) and care review hours to meet the minimum requirements for Paramedic recertification as specified by the State of Washington. Hours of attendance at such mandated education in-services which are not part of a paramedic's regularly scheduled hours will be treated as hours of work for compensation purposes.

17.3.2 KVH will provide for and/or reimburse attendance of one ACLS course, and one PALS every two years and one PHTLS every three years within the paramedic's applicable recertification period. Successful completion of course is required for reimbursement.

17.3.3 If a paramedic must travel outside the City of Goldendale to attend a mandated in-service or re-certification course mileage to and from the event shall be paid at the applicable KVH mileage rate. If attendance requires a Manager-approved overnight accommodation, KVH will reserve and pay for such overnight accommodations. Upon acceptable documentation, KVH will reimburse the paramedic for applicable meals within KVH's current guidelines and rates for meal reimbursement.

17.3.4 KVH may present other non-mandatory courses for continuing education. Attendance at such courses will be voluntary, will be on the paramedic's own time, and will not be treated as hours worked.

ARTICLE 18: UNINTERRUPTED PATIENT CARE

It is recognized that KVH is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage

or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. KVH agrees that during this same time period, there shall be no lockouts.

ARTICLE 19: COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, KVH and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

ARTICLE 20: GENERAL PROVISIONS

20.1 State and Federal Laws

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, KVH and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

20.2 Amendments

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

ARTICLE 21: DURATION

This Agreement shall be effective upon ratification of this Agreement by KVH and the Union and shall remain in full force and effective to and including July 1, 2010. Should either party desire to modify or terminate this Agreement on July 1, 2010, it shall serve written notice upon the other party at least ninety (90) days prior to that date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2007.

Sharon K Cox, FACHE
Chief Executive Officer

Diane Sosne, RN President

Gwyndalyn H. Miller
Executive Director Human Resources

Jenny Reed, Lead Organizer

Wade Stewart
Chief Financial Officer

Irene Stewart, Organizer

Robert Yoesle, Paramedic

APPENDIX A

Paramedic Bargaining Unit Wage Scale

	New Base	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Paramedic	\$11.90	\$12.26	\$12.62	\$13.00	\$13.39	\$13.80	\$14.21	\$14.64	\$15.07	\$15.53	\$15.99	\$16.47	\$16.97	\$17.48	\$18.00

Identified Base Rates as of July 26, 2007

Robert Yoesle \$16.30/hour
Matt Johnston \$15.67/hour

MEMORANDUM OF UNDERSTANDING

DRUG AND ALCOHOL USE

This is a Memorandum of Understanding between the Service Employees International Union (SEIU) District 1199NW and Klickitat Public Hospital District No. 1 d/b/a Klickitat Valley Health (KVH).

KVH and the Union agree that employees in the workplace should be free from the effects of drug and alcohol use.

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, alcoholic beverage or smelling of alcohol on KVH premises, at work sites or when on call.

Employees believed to be under the influence of drugs, narcotics, or alcohol, or smelling of alcohol, may be required to leave the premises and/or may be required to take a drug or alcohol test.

Signatures:

For Klickitat Valley Health

Date

For Service Employees International Union (SEIU)
District 1199NW

Date

LETTER OF UNDERSTANDING – ONE
ALCOHOL AND CHEMICAL DEPENDENCY

KVH and the Union recognizes that alcohol and chemical dependency can be chronic and treatable conditions. Subject to applicable regulatory rules, KVH and the Union support efforts which will enable the chemically impaired employee to remain in the medical field so long as performance and quality of care expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. KVH and the Union will encourage and support employee participation in a treatment program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. However, the employee will not be allowed to return to work until certification is presented to the Human Resources Director that the employee is capable of performing his or her job. Employee is responsible for payment for any treatment program. The employee may use accrued PTO or medical leave of absence under the same terms as other health conditions. It is the intention of KVH to work with an employee to adjust their work schedule on an ad hoc temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. KVH and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and quality of care and for compliance with KVH's policies and procedures.

Signatures:

For Klickitat Valley Health

Date

For Service Employees International Union (SEIU)
District 1199NW

Date

LETTER OF UNDERSTANDING – TWO
STATEWIDE PENSION FUND

This letter will confirm the agreement reached by Klickitat Valley Health and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the establishment of a statewide pension fund.

KVH agrees to join SEIU District 1199NW and other employers to explore the feasibility of establishing a multi-employer regional or statewide Taft-Hartley retirement plan.

The objectives of the study includes determining the best plan to address the Union’s interest in portability and a secure and reasonable lifetime benefit, KVH’s interest in cost, and the mutual interest in encouraging broad participation of employers.

Signatures:

For Klickitat Valley Health

Date

For Service Employees International Union (SEIU)
District 1199NW

Date

LETTER OF UNDERSTANDING – THREE

AFFORDABLE HEALTH CARE

This letter will confirm agreement reached by KVH and SEIU District 1199NW during recent collective bargaining to achieve more affordable health care benefits for employees and dependents. Specifically, both parties agree to explore the benefits offered by Public Employee Benefits Board with the commitment of a \$600 per employee contribution by KVH.

SEIU will submit a recommendation to KVH. The parties will meet and discuss the recommendation. If KVH and SEIU agree to the PEBB alternatives, they will jointly work to complete the requirements and application by September 1, 2007.

Signatures:

For Klickitat Valley Health

Date

For Service Employees International Union (SEIU)
District 1199NW

Date

LETTER OF UNDERSTANDING – FOUR

PTO BANK

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the transition to 24-hour shifts and PTO conversion.

In recognition of the transition to 24-hour shifts, PTO hours accrued prior to the ratification of this Agreement will be multiplied by a factor of 1.5 in order to ensure equivalent shift hours of PTO are maintained from the Old PTO Bank to the New PTO Bank.

Name	Old PTO Bank	New PTO Bank
Bob Yoesle	280.00	420.00
Matt Johnston	72.18	108.27

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date

LETTER OF UNDERSTANDING – FIVE

USE OF PT FACILITY

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the use of Physical Therapy (“PT”) exercise equipment.

KVH will allow paramedics to use PT facilities and exercise equipment to maintain body strength and conditioning, provided such use does not interfere with normal PT operations, and that the paramedic personnel will sign a release certifying the paramedic is able to use the exercise equipment safely. Paramedics understand that PT exercise equipment is subject to change or discontinuance without notice in KVH’s sole discretion.

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date

LETTER OF UNDERSTANDING – SIX
PURCHASE OF BACKUP GENERATOR

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the future purchase of a Backup Generator for the Ambulance station/quarters.

KVH agrees to discuss with the union the purchase of a Backup Generator through the Labor Management Committee. Together we will research opportunities for grants, homeland security funding and state disaster preparedness funding and other resources for purchase and installation of a Backup Generator for the Ambulance station/quarters.

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date

LETTER OF UNDERSTANDING – SEVEN

EXTERNSHIP

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the establishment of an externship for paramedics to provide additional exposure and learning opportunities in providing quality patient care.

KVH will ensure a quarterly externship for paramedics with a Non-Klickitat County Emergency Medical Service Agency for EMS system exposure and additional experience purposes. This externship will occur when the paramedic would otherwise have been scheduled to work and will be paid as if the paramedic completed a full 24-hour shift, regardless of the externship shift hours. Per Article 17 – Education and Meeting Reimbursement – travel expenses will be reimbursed.

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date

LETTER OF UNDERSTANDING – EIGHT
EMS EQUIPMENT

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning the provision of safety clothing and extrication equipment for paramedics.

KVH and the Union will jointly work through the Labor Management Committee to reach agreement on the necessary clothing and equipment requirements for initial access, extrication, and treatment of patients for which additional resources may be delayed or arriving after the paramedic crew.

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date

LETTER OF UNDERSTANDING – NINE
CERTIFICATION PAY

This letter will confirm the agreement reached by Klickitat Valley Health (“KVH”) and SEIU District 1199NW during the 2007 collective bargaining negotiations concerning certification pay for the Paramedics.

Should KVH determine that Paramedics will no longer be required or allowed to practice as Health Care Assistants; Paramedics will not be expected or allowed to perform such duties. Further, Paramedics would not be disciplined, discharged, or evaluated for failing to engage in such activities.

Signatures:

For Klickitat Valley Health

Date

For SEIU District 1199NW

Date