

2006 - 2008

AGREEMENT

Between

REGIONAL HOSPITAL FOR RESPIRATORY AND COMPLEX CARE

and

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

(Service Employees)

This Agreement is made and entered into by and between Regional Hospital for Respiratory and Complex Care (hereinafter referred to as the "Hospital") and District 1199NW, Hospital and Health Care Employees Union, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Hospital and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment. The parties to this Agreement recognize their obligation to serve the public with the highest quality of patient care, efficiently and economically, and to meet medical emergencies.

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining agent for the employees in the following Hospital Departments: Admitting, Dietary, Housekeeping, Laundry, Materials Management, Laboratory (including Lab Assistants I, II, and III), and Nursing and Rehab Assistants; excluding all technical and professional employees, all managerial and supervisory employees, all confidential employees, all clerical employees in the following Departments: Business Office, Laboratory, Radiology, Operating Room, and Medical Records; and all other employees.

ARTICLE 2 - UNION RECOGNITION

2.1 Membership. All employees covered by this Agreement who are members of the Union on July 9, 2004, or become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. 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.

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 basis.

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

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

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each Union member who voluntarily signs a Payroll Deduction authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The amount of Union dues deducted will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union on computer disk in common electronic format and separate paper, a list of all employees using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period and year-to-date, gross earnings by pay period and year-to-date, and hours compensated at their regular (or overtime) rate of pay per pay period. Upon transmitting a check

to the Union, the Hospital's responsibility for those deductions ends. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee.

2.3 Committee On Political Education (COPE) Check-Off. The Hospital agrees to deduct from the paycheck of each employee who has authorized it, an amount the employee voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

2.4 Bargaining Unit Roster. Upon the signing of this Agreement and each three (3) months thereafter, the Hospital shall provide the Union with a list of all employees covered by this Agreement. The list shall include name, address, employee identification number, hire date, department, shift, classification, hourly rate of pay for each employee, and FTE status (in hours). Each month the Hospital will provide the Union with a listing of new hires and terminations during the preceding month including information contained in quarterly rosters. These lists shall be transmitted to the Union in a common electronic format.

2.5 New Employee Orientation. A delegate/officer or designee may meet with new employees following Hospital orientation (on the delegate/officer's unpaid time), at a mutually agreeable time, to introduce employees to the Union and Union contract. The meeting shall not exceed one quarter (1/4) hour in duration, shall be paid at the straight time rate of pay for the new employee.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public, for the purpose of investigating disputes and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Hospital. Access to the Hospital's premises 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 operations of the Hospital.

3.2 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in the Human Resources Department and space is available.

3.3 Worksite Leaders. The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These leaders shall be recognized by the Hospital upon written notification by the Union of their selection and role. Unless otherwise agreed to by the Hospital, the investigation of disputes and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.4 Bulletin Boards. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Hospital. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or a Union staff person. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.5. Employee Participation in Union Activities. Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates and members of contract committees may use eight (8) hours per calendar year of education leave, annual leave or unpaid personal leave (13.7) to attend union-sponsored training in leadership representation and dispute resolution. The Union must provide written notification to the Employer's Human Resources Department yearly of the names of union officers, delegates and contract committee members in order for those individuals to be eligible to access their annual leave or unpaid personal leave under this provision.

3.6 Negotiations Release Time. Subject to patient care/service requirements, the Employer will make a good faith effort to assist in providing release time for employees participating in contract negotiations, not to exceed one (1) employee per unit/department, per campus, providing the employee(s) notifies the manager as soon as the employee(s) has knowledge of future meetings. Employees are expected to use annual leave or unpaid personal leave (13.7) to maintain their FTE status.

ARTICLE 4 - DEFINITIONS

4.1 Full-time Employee. An employee who is hired to work on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

4.2 Part-time Employee. An employee who is hired to work on a regularly scheduled basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.3 Evaluation of FTE Status. An employee's designated FTE (full-time equivalent) status will be evaluated upon request after six (6) consecutive weeks of being scheduled at an FTE status different (more hours or less hours) than that designated. The employee's situation will be

evaluated for the likelihood of continued scheduling at the different status. This evaluation may be initiated by the employee, manager or Human Resources Department. Any changes in status approved by the Hospital will be documented on a PAR prior to the change, and will be consistent with the seniority provisions of this Agreement.

4.3.1 Per Diem Employee. A per diem employee who, for a period of six (6) months or more, has worked at least 20 hours or more per week (except to cover absences) may request evaluation under this section (4.3).

4.4 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.5 Per Diem Employee. Per diem employees are employees hired to augment the work force in the event of an emergency or to relieve regular employees because of illness, leave of absence or to work during holidays and vacation periods. Per diem employees shall include employees scheduled on an "on-call" basis. Per diem employees shall not be routinely used to fill regular positions and shall not be eligible for benefits. Per diem employees do not accrue seniority.

A full-time or part-time employee who changes to per diem status shall remain at the same rate of pay and retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

4.6 Preceptor. A preceptor is an experienced employee proficient in teaching and communications skills who is specifically responsible for planning, organizing and evaluating the new skill development of an employee enrolled in a defined program, the parameters of which have been set forth in writing by the Hospital. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Management, at its discretion, will determine the need for preceptor assignments and provide a written agreement of such understanding.

It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new employees. This would include the providing of informational assistance, support and guidance to new employees.

4.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the hourly rate plus shift differential when an employee is assigned to the second (2nd) or third (3rd) shift, plus

any wage premium in lieu of benefits for employees selecting that method of compensation as set forth in Section 8.5 of this Agreement.

4.8 Length of Service. For purposes of this Agreement and the method of computing sick leave, vacation, and other conditions of employment, except as specified elsewhere in the Agreement, a "month" shall be defined as 173.3 contributing hours, and a "year" shall be defined as 2080 contributing hours. For purposes of computing step (wage) increases, a "year" shall be defined as 1664 contributing hours or twelve (12) months, whichever comes last.

Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

4.9 Contributing Hours. Hours upon which benefits are accrued. These include hours for which the employee is paid the regular or overtime rate of pay and low census hours.

4.10 Days. For purposes of this Agreement, a day shall be defined as a calendar day.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Hospital and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding non-discrimination.

5.2 Notice of Termination. Full-time and part-time employees shall be entitled to fourteen (14) days written notice of termination or pay instead, unless discharged for just cause. Any compensation paid based on this Section shall be prorated for part-time employees.

5.3 Notice of Resignation. Employees shall be required to give at least twenty-one (21) days' written notice of resignation. This twenty-one (21) day notice requirement shall not include any annual leave unless approved by supervision. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.4 Discipline and Discharge. No full-time, part-time or per diem employee shall be disciplined or discharged except for just cause. Just cause shall be defined to include the concept of progressive discipline (such as verbal and written notices and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt. The employee may provide a written response to such disciplinary action for inclusion in the personnel file. The employee may request the attendance of a Union

representative at disciplinary meetings. Progressive discipline does not apply when the nature of the offense calls for immediate suspension or discharge. An employee may make a written request to the Human Resources Department for removal of verbal and/or written warnings from an employee's personnel file after one (1) year if no further corrective action is taken during such one (1) year period. Any removal of disciplinary actions from an employee's personnel file shall be at the sole discretion of the Employer.

5.5 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, letters of commendation and recognition, and records of disciplinary action. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the employee upon request.

Each employee personnel file shall contain a record of persons outside of the Human Resources Department who have had access to the file, stating when and for what reason. By appointment, an employee may inspect his/her personnel records. An employee may provide a written response to any material contained in his/her personnel file.

5.6 Evaluations. The evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. Each employee will be formally evaluated in writing prior to completion of the residency or probationary period and at least every other year thereafter. The employee's participation, including a self-evaluation, is an integral part of the evaluation process. Supervisors may use interim evaluations, credentialing or competency assessments throughout the year, which will be in writing, to ensure that timely feedback is given and performance goals established on work-related issues. Evaluations are not considered part of progressive discipline.

The employee will be given a copy of the evaluation. The employee will be required to sign the evaluation acknowledging receipt thereof. The employee 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. A peer evaluation format may be developed in addition to supervisory evaluation on a unit-by-unit basis utilizing input by the staff.

5.7 Job Openings. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and experience are considered comparable in the opinion of the Hospital. Jobs will be posted within the department for seventy-two (72) hours in advance of hospital-wide posting or advertising. To be considered for such job opening, an employee must indicate such interest to the Department Head in writing by completing a PAR form. Job openings not filled by transfers within a

department shall be posted hospital-wide at least seven (7) days in advance of filling. All applicants will be responded to in writing.

If the Hospital is unable to transfer an employee to a vacant position due to departmental considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. All transfers will be made as quickly as possible, and in no case later than ninety (90) days from the job offer.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority shall be based on a full-time or part-time employee's most recent date of hire at the Hospital. This seniority date shall be adjusted for unpaid leaves of absence of four (4) calendar weeks or more. Seniority shall not apply to an employee until completion of the required ninety (90) day probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority. Length of service as an employee of the Hospital shall be used to determine vacation and benefit accruals.

6.2 Layoff Defined. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital. Twenty-one (21) days' advance notice of layoff (or pay in lieu thereof to the employee, prorated for part-time employees) will be given to the Union and to employees subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those employees in the job classification within the unit(s) or department(s) affected by the layoff. Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff to the date of the layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency staff and probationary employees on the affected unit or department will be released prior to laying off regular employees providing skill, competence, ability, and experience are considered substantially equal in the opinion of the Employer

6.3 Unit or Department Layoff. If a unit or department layoff is determined by the Employer to be necessary, employees will first be designated for layoff by job classification on the shift in the unit or department affected by the reduction with the least senior employee(s) on the shift within the job classification being designated for layoff. Each employee designated for layoff on that shift may displace the position (FTE) of the least senior employee within the job classification on another shift in that unit, or the position (FTE) of the least senior employee in the unit or department, providing the employee displaced on the other shift or in the unit or department has less seniority. Any employee subject to layoff may apply for another position from a listing of vacant positions within the Hospital or, if eligible, a position from the Low Seniority Roster (6.6), providing the employee is qualified for the position (6.7) in the opinion of the Employer, based upon established criteria.

6.4 Unit or Department Merger and/or Restructure. In the event of a merger of two (2) or more units or departments into a single unit or department or a restructuring of an existing unit or department, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will meet with the employees on the affected unit(s) or department(s) to discuss the changes. A listing of the FTEs for each shift on the new/restructured unit or department, including any qualification requirements, shall be posted on the unit(s) or department(s) for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit(s) or department(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). An employee may choose voluntary layoff, if an actual layoff is necessary, rather than bid on a position. Based upon these preference lists and any qualification requirements, the Employer will assign employees to positions on the new/restructured unit or department based upon seniority. Employees who are not assigned a position on the new or restructured unit or department may take voluntary layoff or select a position from a listing of vacant positions within the Hospital, may select the position (FTE) of the least senior employee in the unit or department, providing the employee displaced in the unit or department has less seniority, or, if eligible, a position from the Low Seniority Roster (6.6), providing the employee is qualified for the position (6.7) in the opinion of the Employer, based upon established criteria.

6.5 Unit or Department Closure. If a unit or department is closed, a listing of vacant positions within the Hospital and the Low Seniority Roster (6.6) will be posted on the unit or department for at least seven (7) days. At the end of that seven (7) day period, employees may take voluntary layoff, may select a position from a listing of vacant positions within the Hospital or, if eligible, a position from the Low Seniority Roster (6.6), providing the employee is qualified for the position (6.7) in the opinion of the Employer, based upon established criteria.

6.6 Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the least senior regular full-time or part-time positions constituting twenty percent (20%) of the bargaining unit. The listing shall include unit or department, employment status (FTE) and shift. Any employee identified for layoff whose name already appears on the Low Seniority Roster, and any employee on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. In the event a layoff exceeds the number of employees appearing on the Low Seniority Roster, then the number of employees on the Low Seniority Roster will increase to equal the number of employees being laid off.

6.7 Orientation. An employee will be considered eligible for a vacant position, the position of the least senior employee in a unit or department, or a position on the Low Seniority Roster, if in the Employer's opinion the employee can become oriented to the position within four (4) weeks. If an employee does not achieve a satisfactory level of performance in the opinion of the

Employer based upon established criteria within this four (4) week orientation period, the employee will be subject to layoff without further notice.

6.8 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. Employees on layoff status are responsible for informing Human Resources of changes in address or availability. When vacancies occur, employees will be reinstated in the reverse order of the layoff providing skill, competence, ability and experience are considered comparable in the opinion of the Hospital. Any recall of employees out of seniority will be communicated to the Union.

6.9 Rosters. If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy provided to the Union, together with the Low Seniority Roster (6.6) and a listing of any vacant positions. The vacant position listing shall include unit and/or department, employment status (FTE) and shift.

6.10 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable (similar position, FTE status, and shift) job offered by the Hospital while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8 1/2) consecutive hours.

7.2 Work Period. The normal work period shall consist of eighty (80) hours of work within a fourteen (14) day period (8/80 FLSA rule) or forty (40) hours of work within a seven (7) day period.

7.3 Work Schedules. The Hospital shall determine and post regular two week work schedules ten (10) days prior to the effective date of the schedules. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. Once work schedules are posted, except for emergency conditions, including low census conditions, individual scheduled hours of work may be changed only by mutual consent of the Hospital and the employee involved.

7.4 Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. Prior to the implementation of a flexible work schedule, the Hospital and the Union will review and determine conditions of employment relating to that work schedule. Participation in established flexible work schedules shall be agreed upon in writing between the Hospital and the

employee(s) involved. Where flexible schedules are utilized by the Hospital (including those flexible schedules set forth as addenda to this Agreement), the Hospital retains the right to revert back to an eight (8) hour per day schedule or the work schedule which was in effect immediately prior to the flexible work schedule, after at least forty-five (45) days advance notice to the employee(s) and Union.

7.5 Shift Rotation. Routine shift rotation is not an approach to staffing endorsed by the Hospital. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers would be sought first. If no one volunteers, the Hospital will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

7.6 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall receive one (1) fifteen (15) minute break for every four (4) hours of work. Meal periods shall be administered as provided by state law. Subject to prior approval, meal and/or rest periods may be combined. (Meal/rest periods for ten (10) and twelve (12) hour shifts are described in Addenda 1 and 2.)

7.7 Low Census. Low census is defined as a decline in department work requirements resulting in a temporary staff decrease. During temporary periods of low census, the Hospital will first float employees to meet staffing needs, where appropriate, and then ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Hospital will endeavor to rotate low census equitably among all employees within a job classification on a shift on each campus starting with the least senior employee first, providing skills, competency, ability and availability are considered comparable as determined by the Hospital.

If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted each six (6) months, beginning with the least senior employee. Agency employees and temporary employees shall be released from work prior to implementing this low census procedure. Employees who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census may be taken as annual leave or unpaid Low Census Hours (LCH) and shall be considered contributing hours for the accrual of all benefits, not to exceed the employee's FTE status.

7.8 Split Shift. No employee shall be required to work a split shift. Split shifts may be scheduled when mutually agreeable to the Hospital and the employee.

7.9 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate

of pay. This commitment shall not apply to orientation or inservice programs scheduled by the Hospital where attendance is required.

7.10 Additional Hours. The Hospital will offer part-time employees the opportunity to temporarily increase their hours to meet staffing needs before assigning temporary employees to do the work. Employees desiring additional hours must notify the Hospital in writing identifying their specific availability. Subject to departmental scheduling procedures, management will first offer additional scheduled hours to those employees who have made the request who have lost hours due to low census during their current or prior posted work schedule. When there are no employees who have lost hours due to low census, the temporary hours will be filled on the basis of seniority, providing the employees' skills, competence, experience, ability and availability are comparable in the opinion of the Hospital. An employee who signs up for additional hours in compliance with departmental scheduling procedures will not be replaced by an employee with more seniority who may request those additional hours. This commitment shall not apply if it results in overtime hours or the disruption of existing work schedules.

7.11 Weekends. The Hospital will make a good-faith effort to schedule all regular full- and part-time employees for every other weekend off. In the event an employee worked two successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days notice prior to the start of the next posted work schedule. The availability of weekend work shall be determined by Hospital.

Subject to advance approval, employees may request the trading of weekends, providing that those employees involved in weekend trades agree that such trades do not place the Hospital in an overtime pay condition or premium pay condition based on this Article. Employees requesting to work every weekend shall sign a waiver exempting their eligibility under this Section.

The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. Exceptions to this section shall include "5 on, 2 off" schedules and "weekend only" positions by mutual agreement.

7.12 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal full-time work day (within a twenty-four (24) hour period) or normal full-time work period. For overtime pay purposes, the twenty-four (24) hour period starts at the beginning of the employee's regularly scheduled shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Attendance at mandatory inservices and/or meetings shall count as time worked for purposes of computing overtime. All overtime must be approved by supervision. Overtime shall be

computed to the nearest quarter hour. Except by mutual agreement, the Hospital will not change scheduled hours of work to avoid the payment of overtime. (Overtime for ten (10) and twelve (12) hour shifts is described in Addenda 1 and 2.)

7.13 Double Time. If an employee works more than twelve (12) consecutive hours, all hours worked in excess of twelve (12) consecutive hours shall be paid at double (2x) the employee's regular rate of pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for both time and one-half (1 1/2) and double time (2x) pay, the employee will receive double time (2x).

7.14 Seventh Consecutive Day. All work performed on the seventh (7th) consecutive day of a work period shall be compensated for at the rate of one and one-half (1 1/2) the regular rate of pay. This provision shall only apply to employees required to work on the seventh (7th) consecutive day. The Hospital shall consider it "required" when an employee works a seventh consecutive day at the Hospital's request with less than twenty-four (24) hours' notice. In the event the employee voluntarily elects to work seven (7) consecutive days during a work period, this provision shall not apply, and only the straight time rate of pay shall be paid.

7.15 Overtime Availability. All scheduled overtime work shall be rotated equitably on the basis of seniority within a job classification by campus.

7.16 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good-faith effort to provide each employee twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within the twelve (12) hour period shall be at time and one-half (1 1/2). This section will apply when an employee works a double shift at the Hospital's request with less than twenty-four (24) hours' notice and returns to work within twelve (12) hours for a previously-scheduled shift. This Section does not apply to Standby assignments (Section 9.3). This provision would not apply to time spent for educational purposes, committees, or staff meetings.

7.17 Work in Advance of Shift. When an employee is required to report for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. Hours worked during the scheduled shift shall be paid at the regular rate of pay. An employee who reports to work in advance of the scheduled shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

7.18 Work on Day Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked.

7.19 Pyramiding. There will be no pyramiding of premium pay and/or overtime. However, except as otherwise noted, premium pay shall not count as overtime for purposes of Section 7.12.

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

8.1 Wage Schedule. Schedule "A" attached hereto and made a part of this Agreement, is the wage schedule which shall be effective as indicated herein.

8.2 Date of Implementation. Wage and premium pay increases shall become effective at the beginning of the pay period closest to the date designated by the contract. Step (wage) increases shall become effective at the beginning of the first full payroll period on or after the completion of one (1) year of service as defined in Section 4.7 (Length of Service).

8.3 Temporary Assignment. Any employee who is temporarily 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 hours worked in the higher classification, provided the employee has demonstrated competence in the essential functions of the higher classification. This shall not apply to an employee assigned as a lead employee and who receives lead pay according to Section 9.2 of this Agreement.

8.4 Job Descriptions. The Hospital shall provide job descriptions for all classifications covered by this Agreement. The Hospital shall endeavor to keep these job descriptions current and shall forward modifications and revision to the Union.

8.5 Wage Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement (except for shift differential, callback pay, standby pay, longevity steps [wage] increases, and retirement benefits, if eligible), full-time and part-time employees who are regularly scheduled more than 48 hours per pay period may elect a fifteen percent (15%) wage premium providing the employee presents the Hospital with written evidence that the employee is covered by health insurance elsewhere. In lieu of holiday, vacation and sick leave, part-time employees regularly scheduled for less than 48 hours per pay period may elect an eight percent (8%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of signing of this Agreement, whichever is later, or annually on dates designated in advance by the Hospital. Employees will be given advance notice of enrollment dates. After the decision has been made by the employee, to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits, no change in that compensation status will be allowed except as provided under this Section.

8.6 New Classifications. In the event new classifications within the bargaining unit are created by the Hospital, the parties agree to negotiate an appropriate rate of pay for such classifications.

8.7 Pay for Time Not Worked. Hours paid for time not worked (vacation, sick leave, holidays) shall be paid at the employee's regular rate of pay including shift differential, if regularly assigned to a second or third shift, or lead premium, if the employee has a regular designated lead assignment.

8.8 Rate Adjustments for Incumbents. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience in the opinion of the Employer, 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.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Employees working a scheduled second shift beginning on or after 3:00 p.m. shall receive a shift differential of one dollar and ten cents (\$1.10) per hour in addition to their hourly rate of pay. Employees working a third shift beginning on or after 11:00 p.m. shall receive a shift differential of one dollar and sixty cents (\$1.60) per hour in addition to their hourly rate of pay. Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Lead Pay. Employees performing lead duties or lead positions assigned by the Hospital or with the approval of the Department Head shall receive one dollar (\$1) per hour over the regular rate of pay.

9.3 Standby Pay. Employees placed on standby status off Hospital premises shall be compensated at the rate of two dollars and seventy-five cents (\$2.75) per hour. Standby duty shall not be counted as hours worked for purposes of computing step (wage) increases or contributing hours. Employees on standby may be provided with signal devices upon request. Employees who are on low census shall not be required to be on standby for that low census shift.

9.4 Certification Pay. Central Service Technicians who obtain and maintain a C. S. Technician Certification shall receive an additional sixty-five cents (\$.65) per hour over their regular rate of pay.

9.5 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1) per hour premium pay for each hour worked on the weekend 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 all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

9.6 Preceptor Pay. Any employee assigned as a preceptor shall receive a premium of one dollar (\$1.00) per hour.

9.7 Other Incentive Pay. The Employer and Union agree that any new incentive pay plans, or any change in current incentive pay plans, whether for extra shifts to address staffing needs, or to reward good attendance, or for other reasons, shall be negotiated.

9.8 Mileage Reimbursement. Employees required to use their personal automobiles for work shall be reimbursed at the IRS-recognized mileage rate. If the IRS mileage rate changes during the term of this Agreement, the mileage reimbursement rate shall be adjusted to the new rate effective at the beginning of the month following the publication date in the Federal Register of the IRS rate change.

ARTICLE 10 - MEDICAL AND INSURANCE BENEFITS

10.1 Medical and Dental Insurance. Beginning the first of the month following ninety (90) days of continuous employment, all full-time and all part-time employees regularly scheduled to work .6 FTE or more shall be included under and covered by the Hospital's group insurance plans providing medical, surgical, hospital and dental insurance benefits with the employee's premiums to be paid by the Hospital. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. New rates will become effective on January 1 of each year. All eligible employees will have the opportunity to change plans during open enrollment in the last quarter of each year.

10.1.1 Dependent Coverage. The Hospital will provide dependent coverage under the Hospital's medical and dental insurance plans to each employee who makes the monthly contribution outlined in the Benefits Contribution Addendum. New rates will become effective on January 1 of each year. Future increases or decreases in medical insurance premiums will be shared equally by the Employer and the employee.

10.1.2 Maintenance of Benefits The Employer agrees not to reduce the current level of medical plan benefits coverage during the term of this Agreement. This shall include no increase to co-payment, deductibles, co-insurance and out-of-pocket maximums. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan. This maintenance of benefits commitment is contingent upon the Employer being able to find a substantially similar plan in the market place. If the Employer is unable to find a similar plan, the Union and the Employer will meet and discuss the alternatives available prior to the implementation of an alternative plan. The employee contribution for dependent coverage will be the same for Regional as is in effect at Highline Community Hospital.

10.2 Life Insurance. All full-time and part-time employees, who have completed their probationary period, regularly scheduled to work .6 FTE or more shall be covered by the Hospital's group life insurance policy at no cost to the employee. The policy shall provide for \$10,000 of life insurance.

10.3 Long Term Disability. All full-time and part-time employees who have completed their probationary period and who are regularly scheduled to work .6 FTE or more shall be covered by the Hospital's group long-term disability at no cost to the employee.

10.4 Pre-Tax Flexible Spending Account. The Hospital intends to maintain a pre-tax flexible spending account under Section 125 of the Internal Revenue Code providing Section 125 remains unchanged. This provides a pre-tax account to cover insurance premiums and medical and dependent care expenses. The components are pre-tax premiums for dependent coverage and pre-tax flexible spending accounts for dependent care expenses and medical expenses not covered by insurance.

10.5 Retirement Plan. The Hospital will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contributions (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

10.6 Plan Changes. In the event the Hospital modifies its current plans or provides an alternative plan(s), the Hospital will discuss the proposed plan changes with the Union prior to implementation. The Hospital shall notify the Union at least forty-five (45) days prior to the intended implementation date.

10.7 Other Insurance. The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the state law.

ARTICLE 11 - ANNUAL LEAVE

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

Upon Completion of:
(2080 hours = 1 year)

Annual Leave

1 year
2 years, 3 years
4 years, 5 years

8(+10)* days (64 + 80 hours)
18 days (144 hours)
26 days (208 hours)

6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

* During the first year of employment, an employee will accrue annual leave at the rate of two thirds (2/3) day per month. Upon completion of the first calendar year of employment, all annual leave accrued during the year will be credited to the employee's annual leave account. Any employee who has selected the wage premium in lieu of benefits option (Section 8.5) shall not be eligible for annual leave.

11.2 Eligibility. Annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an employee shall be eligible to take any annual leave which has accrued.

11.3 Scheduling. All annual leave requests must be in writing. Approvals are considered based on the staffing needs of the department. Each year, the Hospital shall receive annual leave requests for the twelve (12) month period beginning April 1 and continuing through March 31 of the following year. Requests filed by Feb 28 shall be approved by seniority or denied in writing no later than March 31. Annual leave approved during this time may not be rescinded due to requests made after Feb 28, regardless of seniority. Annual leave requests made after Feb 28 will be approved based on date of request, or denied in writing within fifteen (15) days of submission or March 31, whichever is later. Annual leave requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Annual leave requests for time between May and September may be limited to two calendar weeks. During that time, additional weekends off may be limited.

11.4 Loss of Annual Leave. Annual leave accumulated in the course of one year (2080 hours) of employment must be used before completing a subsequent year (2080 hours) of employment. An employee will not lose accrued annual leave without receiving prior written notification from the Employer, nor will an employee lose accrued annual leave if the Employer was unable to schedule the time off.

11.5 Work on Holidays. All employees who work on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked on the holiday.

11.6 Rotation of Holiday Work. Holiday work shall be rotated equitably by the Employer to the extent possible, based on patient care requirements and departmental needs.

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

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

ARTICLE 12 - SICK LEAVE

12.1 Accrual. Full-time and part-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each 173.3 contributing hours of employment. The maximum accrual of sick leave shall be 720 hours per employee.

12.2 Payment. If a full-time or part-time employee becomes ill or injured, the Hospital shall pay the employee sick leave pay for each day of illness or injury beginning with the first day of missed work, up to the amount of the employee's accrued sick leave. Sick leave shall not be paid for illness or injury occurring during an employee's probationary period.

12.2.1 Family Care Leave. An employee may use available sick leave and/or annual leave, if eligible, to care for children with a health condition that requires treatment or supervision, as provided by state law. An employee may use accrued sick leave, and/or annual leave, if eligible, to care for a spouse, parent, parent-in-law, or grandparent with a serious health condition or an emergency condition, as provided by state law.

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

12.4 Notification. Employees are encouraged to provide the Hospital with as much advance notice as possible in the case of illness or injury when they are unable to report for duty as scheduled. Employees working the first (day) shift shall notify the Hospital at least one (1) hour in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. The Hospital shall give consideration to extenuating circumstances that make such notice requirements impossible.

12.5 Other Benefits. In cases where an employee is entitled to benefits under the Workers' Compensation Act or similar legislation, the Hospital shall pay the difference between those benefits and the employee's regular sick leave benefits. The employee's accrued sick leave shall be reduced on the same prorated basis.

12.6 Use of Sick Leave. There shall be no discipline for use of sick leave that is protected under federal or state law. Abuse of sick leave shall be grounds for discipline up to and including discharge. Prior to payment for sick leave, reasonable proof of illness may be required.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Hospital 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 Hospital within thirty (30) days. A leave of absence begins on the first day of absence from work which will be defined as the effective date of the leave of absence on the PAR.

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

13.2 Health Leave. After one (1) year of continuous employment a leave of absence shall be granted for health reasons upon the recommendation of an M.D., D.O., or A.R.N.P. for a period of up to six (6) months, without loss of benefits accrued to the date such leave starts. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to the same or similar job vacated, on the same unit, department, shift, and FTE status. Thereafter for the duration of the six (6) month leave, upon request to return to work, the employee shall be offered the first available opening for which the employee is qualified. During this health leave of absence, the employee may first use accrued sick leave and vacation thereafter. Prior to the employee returning from a health leave of absence, the Hospital may require a statement from an M.D., D.O., or A.R.N.P. attesting to the employee's capability to perform the work required of the position.

13.3 Maternity Leave. A leave of absence shall be granted upon request of the employee for the period of disability or a period of up to six (6) months for maternity reasons, whichever is greater, without loss of benefits accrued to the date such leave starts. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift and FTE status. Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use accrued sick leave during the period of disability and accrued vacation thereafter. Prior to the employee returning from a maternity leave, the Hospital may require a statement from an M.D.,

D.O., or A.R.N.P. verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

13.4 Family and Medical Leave. Based on the Family and Medical Leave Act of 1993 and Washington State law (2006), upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Hospital shall maintain the Employer's contribution to 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 start of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

13.4.1 Parental leave. In the event an employee takes a parental leave for either the birth or adoption of a child, the employee would be eligible to receive donated annual leave hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

13.5 Child Care Leave. After one (1) 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 Section 13.4 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified consistent with the process established in Section 5.7 (Job Openings) of this Agreement. Such leave shall not exceed one (1) year.

13.6 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time employees) instead of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of paid leave may be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, wife, husband, domestic partner, brother, sister, son or daughter, grandchild, son-in-law or daughter-in-law, mother or father-in-law.

13.7 Personal Leave. All full-time and part-time employees may be granted three (3) days of unpaid personal leave per year upon request providing such leave does not adversely affect patient care or departmental needs. Employees may schedule leave under this section without exhausting available annual leave.

13.8 Jury Duty. All full-time and part-time employees who are required to appear for jury duty or who are called to be a witness on behalf of the Hospital in any judicial proceeding, shall be

compensated by the Hospital for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Hospital will be given unpaid release time.

13.9 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits accrued to the date such leave starts. Such leave shall be considered annual leave only upon request of the employee. Upon return from military service, the employee shall be afforded all of the rights and privileges set forth in the Uniformed Service Employment and Reemployment Rights Act and any other applicable federal and state law.

13.10 Leave Without Pay. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of step (wage) increases or benefits.

13.11 Return From Leave. 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 for which the employee is qualified consistent with the provisions of Section 5.7 (Job Openings). Employees who have not returned to work by the expiration date of the approved leave of absence may be terminated.

13.12 Medical & Dental Benefits Continuation. Except as provided in Section 13.4 above, during an approved leave of absence, an employee will remain eligible for hospital-paid benefits by using at least 48 hours of accrued sick and/or vacation leave per pay period. If an employee's accrued sick and/or vacation leave does not cover the entire leave of absence, the Hospital will continue to provide benefits through the end of the month in which the leave of absence starts or accrued leave is exhausted, whichever is later. Thereafter, the employee has the option to self-pay medical and dental expenses for up to six months from the date the leave starts.

ARTICLE 14 - COMMITTEES

14.1 Labor-Management Committee. The purpose of the Labor-Management Committee is to assist with personnel and other mutual problems through fostering improved communication and working conditions between the Employer and employees. The Committee shall identify, evaluate and discuss areas of concern and where appropriate compile and evaluate data. The Committee shall recommend solutions to identified problems including patient and employee satisfaction and employee recruitment and retention. One of the tools the committee may use to improve patient care systems and operations is the continuous quality improvement process. The Committee shall consist of up to four (4) representatives of the Employer (including the Assistant Administrator for Human Resources) and up to four (4) Union selected representatives of the

employees (including at least one [1] from the Specialty Center). All members of the committee shall be employees of the Hospital. The Committee will meet monthly unless otherwise agreed to by the Committee.

14.2 Compensation. All time spent by employees who are members of contract-established or Hospital-established committees (including ad hoc or subcommittees) will be considered time worked and will be paid at the appropriate rate of pay.

ARTICLE 15 - HEALTH AND SAFETY

15.1 Workplace Health and Safety. The Hospital will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. The Committee shall include two (2) employee representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a Quality Management Memo.

15.2 Health and Safety. The Employer remains committed to providing education, products, and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employee sustaining occupational injury or exposure. This commitment to employees' health and safety is documented in the Hospital's Employee Health Program.

15.3 Prevention of Musculoskeletal Injuries. Since back and musculoskeletal injuries are the major occupational hazard to healthcare workers, in the interest of prevention, an interdisciplinary committee will be established by the Employer to develop and implement an injury prevention program. Regional Hospital will maintain its interdisciplinary committee which shall have a Union appointed representative. The committee is comprised of Union-appointed representatives, including one (1) bargaining unit member from each campus, and management-appointed representatives. The charge of the committee is to develop a program that will minimize musculoskeletal injuries. The committee will research state-of-the-art prevention techniques, including use of lift teams and mechanical lifting and transfer devices. The committee also will examine practices already in place in the workplace. The committee will report its findings and recommendations for implementation to the Labor-Management Committee. The committee will evaluate and compare injury rates both pre- and post-program implementation. Information regarding musculoskeletal injuries and program evaluation will be reported to the Labor-Management Committee annually.

15.4 Prevention of Workplace Violence. Due to health care personnel being at increased risk of workplace violence, the Employer and the Union agree to work together to protect employees. The Employer has developed a comprehensive violence protection program that includes the elements of hazard and risk factor identification, training, reporting, post incident response planning and program evaluation. The Union may appoint an employee from each bargaining unit to the Workplace Violence Prevention Committee. The committee oversees the implementation and improvement of the Workplace Violence Protection Plan.

15.5 Product Evaluation Committee. The Employer's product evaluation committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union appointed licensed practical nurse, and one (1) service employee.

15.6 Tuberculosis Exposure Control Program. All employees working in patient care areas will be provided annual PPD screening. Employees in high risk areas may be screened more frequently. Any employee who is a PPD converter as a result of an occupational exposure will be referred to an appropriate medical specialist for follow-up, including preventive therapy at no cost to the employee.

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

ARTICLE 16 - STAFF DEVELOPMENT

16.1 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital and department services, to orient new staff to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job

descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instruction and on the job training.

16.2 Inservice Education. Regular and ongoing departmental inservice education programs shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. The goals of inservice education shall be:

1. to promote the safe and appropriate care of the patient;
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and professional satisfaction.

Topics to be offered will be reviewed quarterly by the Labor-Management Committee. The objectives of inservice education shall be to provide ongoing education programs which will enhance patient care and skill development. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Employees required by the Hospital to attend inservice education during off-duty hours will be paid at the applicable rate of pay.

16.3 Approved Expenses. When the Hospital requires the employee to participate in an educational program (which shall exclude programs for maintaining certification), the Hospital will pay approved expenses that are directly related to the program.

16.4 Job-Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study providing such leave does not jeopardize hospital service. The employee would not lose accrued benefits including seniority and would be eligible to self pay dental and medical insurance in accordance with Article 13 (Leaves of Absence).

Upon application, an employee would be considered an internal applicant for any job category within the Hospital that would apply to a new status earned through job-related study. (For information regarding available degree-related tuition reimbursement, employees should contact the Human Resources Department.)

16.5 Education Leave. Employees shall be allowed up to sixteen (16) hours of paid educational leave per year (prorated for part-time employees); provided however, such leave shall be subject to scheduling requirements of the Hospital and approval of the subject matter by the Department Director. As a condition to receiving education leave, employees will be expected to share the information at department staff meetings.

16.6 Career and Training Opportunities. Both SEIU and Regional Hospital for Respiratory and Complex Care recognize that the shortage of health care personnel impacts the quality of care in our hospital. We also recognize that training and upgrading opportunities for health care employees to progress along a career ladder is an important recruitment and retention tool.

With the objective of increasing the manpower pool of hard-to-fill positions, and augmenting the career progression opportunities for current staff, the Employer and the Union will work together (utilizing the

subcommittee consisting of representatives of the Service Unit and LPN Labor Management committees, not to exceed five (5) employee representatives) to identify existing degree or certification programs or develop new programs in conjunction with community resources. The Labor/Management Committee will work to develop a program with the target date for implementation of that program to be January 1, 2007. This program will be applicable for both LPNs and Service Employees. The program will be funded up to a maximum of 1% of the Service and LPN bargaining unit payrolls per year for tuition grant awards to be made in the calendar years of 2007, 2008 and 2009.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 11.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

17.3 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor.

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. A Union Delegate shall be present if requested by the employee. If the Union Delegate participates in the grievance meeting, the Director of Human Resources or designee may also be present at this Step 1 meeting. Upon receipt of the written grievance, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within ten (10) calendar days following receipt of the written grievance.

Step 2. Department Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the Department Director (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. A conference between the employee (and the Union Delegate/

Representative, if requested by the employee) and the Department Director (and/or designated representative) shall be held within ten (10) days for the purpose of resolving the grievance. The Department Director shall issue a written reply within ten (10) days following the grievance meeting.

Step 3. Hospital Administrator.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Administrator (and/or designee) shall meet with the employee and the Union Delegate/ Representative within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue to arbitration by providing written notification to the Arbitrator (with a copy to the Employer) within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. In that arbitration submission letter, the arbitrator will be requested to provide available dates within the ninety (90) day period following receipt of the letter. The arbitrator will be determined from the listing of arbitrators listed below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event of unavailability of an arbitrator to hear a case, the next arbitrator will be promptly notified of the request for hearing. The parties agree to schedule the hearing date within five (5) business days of receipt of the arbitrator's letter listing available dates for hearing.

The parties have agreed to the following permanent panel of arbitrators:

1. Mike Beck
2. Eric Lindauer
3. Allen Krebs
4. Janet Gaunt
5. Richard Humphreys

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, and the Arbitrator shall have no

jurisdiction to decide the issue after that sixty (60) day period. 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, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other part

17.4 Union Grievance. The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

17.5 Termination. Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only and shall not be subject to arbitration.

17.6 Optional Mediation. Nothing in this grievance procedure shall restrict both parties from agreeing to a mediation process in order to resolve a grievance, if such a process is mutually agreed to in writing.

ARTICLE 18 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require

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

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital 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. The Employer agrees that during this same time period, there shall be no lockouts.

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

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

20.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the employees in advance of the change.

20.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement, all 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 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in 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 21 - TERM OF AGREEMENT

This Agreement shall become effective September 20, 2006, and shall continue in full force and effect through June 30, 2008. Should either party desire to amend the terms of this Agreement, a written notice of opening shall be submitted by certified mail no later than ninety (90) days prior to expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of October, 2006.

REGIONAL HOSPITAL FOR RESPIRATORY
AND COMPLEX CARE

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

Grace M. Henley, Assistant
Administrator of Human Resources

Diane Sosne, President

Barbara Hostetler, RN
Chief Operating Officer

Chris Barton, Secretary-Treasurer

Schedule A

Effective September 25, 2006

	BASE	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20
Admitting	13.40	13.67	14.30	14.56	14.84	15.11	15.40	15.67	15.95	16.21	16.49	16.83	17.16	17.50	17.85	18.21
Kitchen Helper	11.07	11.33	11.94	12.22	12.49	12.76	13.03	13.31	13.58	13.84	14.12	14.40	14.69	14.98	15.28	15.59
Late Tray	11.01	11.28	11.89	12.16	12.44	12.72	12.97	13.24	13.51	13.78	14.07	14.35	14.64	14.93	15.23	15.53
Cafeteria/Early Tray	11.19	11.44	12.06	12.33	12.60	12.88	13.15	13.42	13.70	13.97	14.24	14.52	14.81	15.11	15.41	15.72
Diet Aide/Cook 2/Float	12.10	12.38	13.00	13.25	13.53	13.79	14.08	14.35	14.62	14.89	15.17	15.47	15.78	16.09	16.42	16.75
Cook	13.66	13.94	14.55	14.82	15.09	15.34	15.61	15.89	16.17	16.44	16.71	17.04	17.38	17.73	18.09	18.45
Environmental Services	11.56	11.84	12.45	12.73	13.00	13.25	13.53	13.79	14.08	14.35	14.62	14.92	15.21	15.52	15.83	16.15
Floor Care/Laundry	12.50	12.77	13.39	13.66	13.92	14.20	14.47	14.72	15.01	15.29	15.55	15.86	16.18	16.50	16.83	17.17
Central Processing/ Stock Clerk	12.65	12.94	13.58	13.84	14.13	14.41	14.70	14.99	15.26	15.54	15.82	16.13	16.46	16.79	17.12	17.46
Unit Secretary	13.27	13.54	14.17	14.42	14.70	14.96	15.25	15.52	15.79	16.06	16.34	16.66	17.00	17.34	17.68	18.04
Certified Nursing Asst	13.27	13.54	14.17	14.42	14.70	14.96	15.25	15.52	15.79	16.06	16.34	16.66	17.00	17.34	17.68	18.04
Instrument Tech	13.27	13.54	14.17	14.42	14.70	14.96	15.25	15.52	15.79	16.06	16.34	16.66	17.00	17.34	17.68	18.04
Rehab Aide	13.27	13.54	14.17	14.42	14.70	14.96	15.25	15.52	15.79	16.06	16.34	16.66	17.00	17.34	17.68	18.04
House Tech	12.80	13.07	13.68	13.96	14.23	14.50	14.78	15.03	15.31	15.58	15.85	16.17	16.49	16.82	17.16	17.50
Courier	11.28	11.57	12.21	12.49	12.77	13.05	13.34	13.61	13.91	14.19	14.47	14.75	15.05	15.35	15.66	15.97
Lab Asst I	12.66	12.98	13.62	13.96	14.31	14.67	15.04	15.41	15.80	16.19	16.60	16.93	17.27	17.62	17.97	18.33
Lab Asst II	13.26	13.59	14.27	14.63	15.00	15.37	15.75	16.15	16.55	16.97	17.39	17.74	18.09	18.45	18.82	19.20
Lab Asst III	13.86	14.21	14.92	15.29	15.68	16.07	16.47	16.88	17.30	17.74	18.18	18.54	18.92	19.29	19.68	20.07

Schedule A

Effective July 1, 2007

	BASE	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20
Admitting	13.84	14.11	14.77	15.03	15.32	15.60	15.90	16.18	16.47	16.74	17.03	17.38	17.72	18.07	18.43	18.80
Kitchen Helper	11.43	11.70	12.32	12.62	12.90	13.17	13.46	13.74	14.02	14.29	14.58	14.87	15.17	15.47	15.78	16.09
Late Tray	11.37	11.65	12.27	12.56	12.85	13.13	13.39	13.67	13.95	14.23	14.53	14.82	15.11	15.42	15.72	16.04
Cafeteria/Early Tray	11.55	11.81	12.45	12.73	13.01	13.29	13.58	13.85	14.14	14.43	14.70	15.00	15.30	15.60	15.91	16.23
Diet Aide/Cook 2/Float	12.50	12.78	13.42	13.68	13.97	14.24	14.54	14.81	15.10	15.37	15.66	15.97	16.29	16.62	16.95	17.29
Cook	14.10	14.39	15.02	15.30	15.58	15.83	16.12	16.41	16.69	16.98	17.25	17.60	17.95	18.31	18.68	19.05
Environmental Services	11.94	12.22	12.86	13.15	13.42	13.68	13.97	14.24	14.54	14.81	15.10	15.40	15.71	16.02	16.34	16.67
Floor Care/Laundry	12.91	13.18	13.83	14.10	14.38	14.66	14.94	15.20	15.50	15.78	16.06	16.38	16.71	17.04	17.38	17.73
Central Processing/ Stock Clerk	13.06	13.36	14.02	14.29	14.59	14.88	15.17	15.47	15.76	16.05	16.33	16.66	16.99	17.33	17.68	18.03
Unit Secretary	13.71	13.98	14.63	14.89	15.17	15.45	15.75	16.02	16.31	16.58	16.87	17.20	17.55	17.90	18.26	18.62
Certified Nursing Asst	13.71	13.98	14.63	14.89	15.17	15.45	15.75	16.02	16.31	16.58	16.87	17.20	17.55	17.90	18.26	18.62
Instrument Tech	13.71	13.98	14.63	14.89	15.17	15.45	15.75	16.02	16.31	16.58	16.87	17.20	17.55	17.90	18.26	18.62
Rehab Aide	13.71	13.98	14.63	14.89	15.17	15.45	15.75	16.02	16.31	16.58	16.87	17.20	17.55	17.90	18.26	18.62
House Tech	13.22	13.49	14.13	14.41	14.69	14.97	15.26	15.52	15.81	16.08	16.37	16.70	17.03	17.37	17.72	18.07
Courier	11.65	11.95	12.61	12.89	13.19	13.47	13.77	14.06	14.37	14.65	14.94	15.23	15.54	15.85	16.17	16.49
Lab Asst I	13.07	13.40	14.07	14.42	14.78	15.15	15.53	15.92	16.31	16.72	17.14	17.48	17.83	18.19	18.55	18.92
Lab Asst II	13.69	14.04	14.74	15.11	15.48	15.87	16.27	16.67	17.09	17.52	17.96	18.31	18.68	19.05	19.44	19.82
Lab Asst III	14.32	14.67	15.41	15.79	16.19	16.59	17.01	17.43	17.87	18.31	18.77	19.15	19.53	19.92	20.32	20.73

ADDENDUM 1

Regional Hospital for Respiratory and Complex Care

Ten (10) Hour Shift Schedule

In accordance with Section 7.4 (Flexible Work Schedules), of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Hospital. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) hours beyond the end of a scheduled shift, all additional overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. Contract Premium Not Applicable. Section 7.16 (Rest Between Shifts), shall not apply to this flexible schedule.
4. Notification. Employees working the day shift must notify the Hospital two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Hospital three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
5. 7/70 Schedule. Employees scheduled to work seven (7) ten (10) hour days on duty, followed by seven (7) days off duty, shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all work performed on their scheduled week off duty.

ADDENDUM 2

Regional Hospital for Respiratory and Complex Care

Twelve (12) Hour Shift Schedule

In accordance with Section 7.4 (Flexible Work Schedules), of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Hospital. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of twelve (12) hours but up to 13 hours in a day or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times the regular rate of pay. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. Contract Premium Not Applicable. Section 7.16 (Rest Between Shifts), shall not apply to this flexible schedule.
4. Notification. Employees working the day shift must notify the Hospital two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Hospital three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
5. Work On Day Off. If an employee is regularly schedule to work thirty-six (36) or more hours per week, the employee will be regarded as a full-time employee for purposes of Section 7.18 (Work On Day Off), of the Agreement.

ADDENDUM 3

Regional Hospital for Respiratory and Complex Care

Employee Benefit Contribution

In accordance with Article 10 (Medical and Insurance Benefits) of the Agreement between the Hospital and the Union, employees who are eligible for dependent medical and dental insurance coverage will be responsible for the following monthly contributions:

Dental Premium paid 100% by employee: (Rates will change January 1, 2007)

1 dependent	\$43.44
2+ dependents	\$83.59

Medical Premiums:

Employees who are regularly scheduled to work less than .9 but at least .6 FTE shall pay 50% of the dependent premiums.

Medical Plan Employee Contribution:

Spouse	\$211.28
1 child	78.57
2+ children	131.83

Medical Plan Employee Contribution:

Employees regularly scheduled to work .9 or 1.0 FTE will have premiums subsidized 100% by the Hospital

ADDENDUM 4

Regional Hospital for Respiratory and Complex Care

Home Health

1. Employees employed in the Home Health and Hospice Department shall be reimbursed for actual miles driven in their personal vehicles for client visits at the IRS-recognized rate. If the IRS mileage rate changes during the term of this Agreement, the mileage reimbursement rate shall be adjusted to the new rate effective at the beginning of the month following the publication date in the Federal Register of the IRS rate change. Employees shall also be reimbursed for parking expenses incurred while on home visits. After six (6) months of continuous employment with Home Health/Hospice, employees will be eligible for reimbursement for the full cost of AAA membership.
2. Hospital Requirements. Each employee as a condition of employment shall at all times keep current evidence that the employee holds a valid Washington State driver's license and has a minimum automobile liability insurance coverage, as required by the State of Washington.

ADDENDUM 5

Highline Medical Center

Multi-Employer Bargaining Unit

This Addendum is entered into by and between District 1199NW, SEIU, and Highline Medical Center for the service workers bargaining unit.

1. Multi-Employer Bargaining Unit. The parties agree that the bargaining unit described in Article I of this Agreement is a multi-Employer bargaining unit including employees employed at Highline Medical Center (hereinafter referred to as "Highline") and the Regional Hospital for Respiratory and Complex Care (hereinafter referred to as "Regional Hospital"), each of which is a separate entity and Employer. Collective bargaining negotiations for the multi-Employer bargaining unit will be held jointly for Highline and the Regional Hospital.
2. Benefits Eligibility. Employment at either Highline or the Regional Hospital will be recognized for purposes of benefit eligibility.
3. Seniority. Service at either Highline or the Regional Hospital will be recognized for purposes of seniority accrual.
4. Committees. All committees established in this Agreement shall be single, joint committees.
5. Floating. Employees from the Regional Hospital may be floated as needed to Highline.
6. In the event of a layoff, restructuring, or closure of either Highline or the Regional Hospital, a single Hospital seniority list composed of employees from both Highline and the Regional Hospital shall govern application of the layoff/recall provisions of this Agreement.
7. LPNs at Regional Hospital. The parties recognize that until 2004, Regional Hospital and SEIU had a collective bargaining agreement covering the terms and conditions of licensed practical nurses employed by Regional Hospital. The parties acknowledge that at the time of negotiation of this Agreement, there were no longer any licensed practical nurses employed by Regional Hospital. The parties agree that if in the future Regional Hospital employs licensed practical nurses, then such employees shall be covered under the same terms and conditions of the collective bargaining agreement for licensed practical nurses between Highline Medical Center and SEIU District 1199NW; provided, however, that health benefits for such licensed practical nurses shall be identical to those offered to other Regional Hospital employees.

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APPENDIX "A" - WAGE SCHEDULE

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- ADDENDUM 2 - Twelve (12) Hour Shift Schedule
- ADDENDUM 3 - Employee Benefit Contribution
- ADDENDUM 4 - Home Health
- ADDENDUM 5 - Multi-Employer Bargaining Unit
- Letter of Understanding

2006 - 2008

AGREEMENT

between

REGIONAL HOSPITAL FOR RESPIRATORY AND COMPLEX CARE

and

DISTRICT 1199 NW,
HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU
(Service Employees)

Effective through June 30, 2008