

Agreement

Between

Yakima HMA, Inc. d/b/a Yakima Regional Medical and Cardiac Center

and

District 1199NW, Hospital and Health Care Employees Union, SEIU

October 1, 2005 to September 30, 2008

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This Agreement is made and entered into by and between Yakima HMA, Inc. d/b/a Yakima Regional Medical and Cardiac Center (hereinafter referred to as the “Employer”) and District 1199 NW, Hospital and Health Care Employees Union, SEIU (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all nonprofessional employees, including skilled maintenance employees, service and maintenance employees, business office clerical and technical employees, employed by the Employer at its 110 South 9th Avenue, Yakima, Washington, location; excluding all LPNs, RNs, professional employees, confidential employees, physicians, and guards and supervisors as defined in the Act.

1.2 New Positions. New job classifications established during the term of this Agreement within the bargaining unit as described in Section 1.1 above shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Union shall be notified of any new classifications established by the Employer.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All employees covered by this Agreement who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing,” for the purposes of the Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days

after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail with a copy to the Human Resources Department within fifteen (15) days prior to the expiration of this Agreement.

2.2 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.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues or representation fees each pay period not to exceed two (2) in any month from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A roster of all employees using payroll deduction, including name, social security number, gross wages and actual hours worked per pay period, dues deducted and year to date dues deducted will be promptly transmitted to the Union with a check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.4 Bargaining Unit Roster. Upon the signing of this Agreement and monthly thereafter, the Employer shall provide the Union by email a list of all employees covered by this Agreement. The list shall include names, addresses, social security number, hire dates, FTE,

shift, department/unit, job classification and hourly rates of pay for each employee and actual hours paid during the month. Each month the Employer shall also send a list of new hires, employees returning to the bargaining unit, a list of those employees on the recall list, employees on a leave of absence, including on each list their FTE status, rate of pay, unit, shift, job classification, and their addresses and a list of all employees who have terminated, employees leaving the bargaining unit, and retired during the month.

2.5 Contract. Upon initial employment, employees shall be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

2.6 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU COPE political action contribution wage authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby indemnifies and holds the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The

Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off.

Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check-off.

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 Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Administrator of Human Resources or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

3.2 Officers/Delegates. The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.3 Bulletin Boards. Where there are internal department bulletin boards for employee notices, space shall be provided for Union announcements and notification of Union

activity. The Union will provide a copy of posted materials to the Director of Human Resources (or designee) at the time of posting. All postings will be signed by a Union delegate. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

3.4 Meeting Rooms. In accordance with Medical Center policy, the Union may use designated meeting rooms of the Employer for meetings of the Union, provided sufficient advance request for meeting facilities is made in accordance with Medical Center policy and procedure and space is available.

3.5 Orientation. A delegate or designee/officer may meet with new employees following employee orientation to introduce employees to the Union and Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, shall be voluntary and shall be on unpaid time for both the delegate/officer and the new employee(s). The Employer shall provide the Union delegate or designee/officer with advance notice of any scheduled employee orientation meeting as soon as practicable.

ARTICLE 4 - DEFINITIONS

4.1 Preceptor. A preceptor is an experienced employee proficient in clinical teaching who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of an employee(s), enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. The preceptor is responsible for the specific, criteria-based and goal-directed training for an identified period of time. Management will determine the need for preceptor assignments. It is understood that employees in the ordinary course of their general duties will be expected to participate in the orientation process. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees. The Employer will provide preceptor training.

Employees assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.2 Full-Time Employee. An employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

4.3 Part-Time Employee. An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period. Unless otherwise provided for herein, a part-time employee shall be compensated in the same manner as a full-time employee except that wages, paid time off and extended illness shall be based upon the employee's paid hours.

4.4 Per Diem Employee. An employee employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem employees shall include employees scheduled on an "on-call" basis. Per Diem employees shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus twelve percent (12%) of the base rate for the job classification to which the per diem is assigned. Per diem employees shall be eligible for standby pay, callback pay, shift differentials and weekend premium pay. Employees who convert from a regular fulltime or regular part time position shall retain the seniority the employee held at the time of conversion to per diem. However, seniority shall not be applicable during employment as a per diem employee. Per diem employees shall not accrue seniority. After return to or upon acquiring full-time or part-time status, any prior seniority and benefit accruals shall be reinstated for benefit eligibility purposes. Per diem employees may be pre-scheduled for a shift.

4.5 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) calendar days. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate [Appendix A], shift differential when the employee is regularly scheduled to work an evening or night shift [Appendix A], and the twelve percent [12%] wage per diem premium in lieu of benefits for per diem employees.

4.7 Days. Time limits set forth in "days," shall be calendar days.
employment practices

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.2 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 paid time off unless approved by supervision. Failure to give notice shall result in loss of paid time off. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of

progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense is just cause for immediate suspension or discharge. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

5.4 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include among other information relevant to the employee's employment: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their personnel records. A Human Resources representative will be in attendance. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination (whether quit, discharge or retirement), change in employment status, and leaves of absence, shall be in writing with a copy given to the employee. Upon request, an employee will be given a copy of any material in the employee's personnel file which is relevant to the employee's concerns. Request for duplicate copies will be at the employee's expense.

5.5 Parking. To the extent consistent with compliance with legal requirements of the Employer, free parking will be provided at the facility's site to the extent it is available in designated employee parking areas.

5.6 Payroll Errors. The Employer shall correct any payroll errors as soon as practicable. Typically, payroll errors of \$50 or more are corrected by issuance of a check as soon as possible. Errors of less than \$50 are typically corrected in the next regularly scheduled paycheck. Employees are encouraged to immediately report payroll errors to their managers or designee.

5.7 Alcohol and/or Chemical Dependency. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. Where applicable, the Employer and the Union will encourage and support employee participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

5.8 Floating. The Employer retains the right to float employees on a shift by shift basis to meet patient care and departmental needs. Floating is defined as the reassignment of an

employee to work his or her scheduled shift or any portion thereof to a department or work area other than the department or work area to which the employee is scheduled.

Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit which they are not qualified to perform. Employees required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which such employee is assigned. Volunteers will be sought first when floating is necessary. Floating assignments by classification within a work unit will normally be rotated equitably with the least senior employee floated first, subject to skill, competence, ability and other patient care or departmental considerations, in the opinion of the Employer.

5.9 Evaluations. All employees will be formally evaluated in writing after ninety (90) days and every April 1 annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. The employee will be given a copy of the evaluation upon request. Employees will be required to sign the evaluation acknowledging their review of the evaluation. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. Peer evaluation, in addition to supervisory evaluation, may be utilized at the discretion of the Employer utilizing input from the staff. Current practices in providing for self evaluations on paid time will be continued.

5.10 Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

Employees concerned about safety issues should report them to their supervisor and the Safety Committee utilizing appropriate Medical Center reporting forms.

5.11 Job Openings. When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and current job performance are considered equal in the opinion of the Employer based upon objective job relevant criteria. Notice of a position opening in any Department will be posted in designated areas for at least five (5) business days. Regular full time and part time employees will be eligible to bid. The job will be filled by a Department employee, unless the Employer determines no qualified employee applies. If the opening is not filled by a Department employee, the position will be filled by a bargaining unit employee eligible to bid unless the Employer determines no qualified employee has applied. An opening shall not be filled until after the posting period is completed. The department and hospital-wide lists of all job openings will be updated and posted weekly. To be considered for a job opening, an employee must indicate such interest to the Employer in writing. The Employer will provide an in-house transfer request system and related procedures. If the Employer is unable to transfer an employee to a vacant position due to patient care 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 within ninety (90) days.

Employees transferring to a new position shall be subject to a ninety (90) day review period. If the employee does not successfully complete the review period in the opinion of the Employer, based on job relevant criteria, the employee will be returned to the employee's prior position, if vacant. If the position has been filled, the employee will be eligible for other available open positions for which the employee is qualified or shall be released from duty and

will be placed on the reinstatement roster and provided with recall rights. This procedure shall be subject to the Employer's right to discipline and discharge for just cause.

5.12 Staffing Concerns. The Union and the Medical Center acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care.

Both parties acknowledge that changes in patient acuity, census and staff availability and workload requirements can happen rapidly, requiring mutual understanding and communication and flexibility.

Employee(s) who have concerns about staffing or workloads are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources by documenting the concerns on the appropriate form.

The employee(s) involved in the staffing concern may request the issue be presented to the Labor Management Committee when:

- a. The supervisor has not responded to a documented concern within fourteen (14) days, or
- b. Persistent staffing concerns (*e.g.*, 6 weeks) continue to exist and have been documented, with the documentation given to the supervisor involved.

If the Labor Management Committee determines that there is a genuine staffing issue, the committee may request the manager/supervisor of the department to convene a departmental working group to review the issue and develop recommendation(s) to the Labor Management Committee. The departmental working group shall ensure that the employee(s) identifying concerns and the manager/supervisor of that department are members of the working group, so

that they may make presentations and present solutions to their concerns. Regular monthly staff meetings of that department may be utilized for the working group at the next meeting following notice of review.

An interdepartmental working group will be convened if the staffing concerns affect more than one department. The departmental working group or interdepartmental working group shall report to the Labor Management Committee on their results and recommendations for resolving the staffing concerns.

The Labor Management Committee shall review the report of the working group and make such recommendations as it deems advisable and submit a final report to administration within thirty (30) days of receipt of the report of the working group. The parties recognize the final decision on staffing issues rest with Medical Center Administration whose responsibility it is to ensure that an appropriate level of care is provided. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration, Article 17.

5.13 Final Paycheck. Employees who terminate employment will receive their final paycheck for all wages due on the next regularly scheduled pay date.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority will mean an employee's continuous length of service as a regular full time or regular part time employee with the Employer from most recent date of hire, except as set forth in Article 6.4. Seniority will not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee will be credited with seniority from most recent date of hire.

6.1.1 Seniority Rights of Non-Bargaining Unit Employees. Employees outside the bargaining unit will not use their seniority for job bidding or to displace (bump) a bargaining unit employee out of a position during a layoff.

6.1.2 Transfer from Other HMA Facilities. Employees transferring to the Employer from other HMA facilities will be credited with seniority for time worked as an employee at those facilities for the purpose of paid time off and benefit accruals and seniority if they have maintained continuous service according to HMA policy guidelines.

6.2 Layoff Defined. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer.

6.3 Layoff Notification. Prior to implementing this provision, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those employees affected by the layoff.

Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff through the completion of the layoff process.

The layoff will be communicated in writing to the Union and to employees in the affected job classification and department at least twenty-one (21) days prior to the layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control.

For a list of the job classifications see Appendix A. See Appendix B for a list of departments.

Any employee who will be laid off as a result of this process will receive at least fourteen (14) days advance notice of layoff (or pay in lieu thereof for scheduled work day missed) with a copy of notice given to the Union.

Subject to skill, competence and ability, and current performance being substantially equal in the opinion of the Employer based upon objective, job-relevant criteria, any temporaries, agency/travelers or probationary employees affected will be the first to be laid off.

Upon request, the parties will meet for the purpose of reviewing the order of layoff.

6.4 Job Classification Layoff. If a layoff is determined by the Employer to be necessary for a given job classification in a specific department, the employee(s) in the job classification who have held the job classification as their regular continuous assignment for the least time by calendar, i.e., job classification seniority, will be designated for layoff, provided that in performing the work required, skill, competence, ability and current performance are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Employees who are laid off from their assigned department may exercise their seniority to displace the least senior employee by job classification seniority in their classification in the other departments, provided the displaced employee has less job classification seniority and that in performing the work required, skill, competence, ability and current performance are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

If the layoff results in a restructuring of positions within the classification, then Article (6.5) will apply.

Employees who are laid off from their classification may, subject to Article 5.11, Job Openings, select for a position from a listing of vacant positions within the facility.

An employee may choose voluntary layoff rather than bid on a position.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine which employees will actually be laid off.

An employee may choose to remain on the recall list for up to 12 months unless a job comparable to theirs in rate of pay, shift, job classification, FTE and department becomes available in the interim.

6.4.1 Reemployment Tuition Assistance. Tuition reimbursement of \$300 will be made available to laid off employees who require retraining in order to bid for a new position at the hospital.

6.5 Restructuring. In the event of a restructure (i.e., skill mix or hours per day) of an existing job classification in a department, the Employer will determine the number of full-time and part-time FTE's required for the restructured job classification.

The Employer will give the Union seventy-two (72) hours advance written notice of restructure. The Union will not discuss this notice with the affected employees and will in all respects treat this notice as confidential until the affected employees are formally notified by the Employer of the restructure.

Prior to changing schedule/job assignments, the Employer will meet with the employees of the affected job classification(s) to discuss the reconfiguration of the FTE's and the intended changes.

A listing of the FTE's for the restructured job classification, including any qualification requirements, will be posted for at least seven (7) consecutive days. Employees in the job classification affected shall submit written preference lists (provided by the Employer) for the posted positions and/or schedules.

Other vacant positions within the facility will also be posted at that time.

Based upon these preference lists, the Employer will assign employees to positions in the restructured job classification based upon seniority, providing that skill, competence, ability and

current performance are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

Employees who are not assigned a position in the restructured job classification may select a position from a listing of vacant positions within the Facility for which the employee is qualified or take layoff.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

6.6 Orientation of Current Employees. In the event of a re-bid, an employee will be eligible for a position if in the Employer's opinion, based upon current performance, the employee can become oriented to the vacant position within one (1) week.

If the employee does not achieve a satisfactory level of performance within four (4) weeks in the judgment of the Employer, the employee will be subject to layoff without further notice.

6.7 Seniority Rosters. If a layoff is announced, a current seniority roster by job classification and seniority will be posted. A copy will be immediately provided to the Union, along with a listing of any vacant positions.

The listing of the Employer's vacant positions will include department, job classification, hours of work, shift, and FTE.

6.8 Recall. Employees on layoff status will be placed on a reinstatement roster for period of twelve (12) months from the date of layoff. Subject to the rights of employees who have not been laid off who have greater seniority, when vacancies occur, employees will be reinstated in the order of those with the most seniority, providing that skill, competency, ability to perform the work required are considered substantially equal in the opinion of the employer, based upon established job-relevant criteria. Any recall of employees out of seniority will be

communicated to the Union at the time of recall. Acceptance of per diem status while on layoff will not affect an employee's recall rights.

Subject to the above qualifications and the requirements of Section 6.8.1, an employee on layoff will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired, or bidding into the classification from another classification.

6.8.1 Notification to Employer. Employees on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the facility. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) and (9) months of layoff respectively.

If the employee (a) fails to meet this notification requirement by the specified dates or (b) fails to keep the Employer notified of a current mailing address and home telephone number in writing, then the employee's name will be eliminated from the recall list. This will terminate the Employer's recall commitments.

6.9 Termination. Seniority shall terminate (a) upon cessation of the employment relationship (for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff), (b) after twelve (12) consecutive months of layoff or (c) failure to comply with specified recall procedures (including the failure to comply with the written notification requirements during layoff (6.8.1).

6.10 Low Census. Low census is when the Employer determines there is a need for a temporary staff decrease in a department or classification. Prior to implementing the low census procedure within a job classification, the Employer will float the surplus staff to other areas of the Hospital where the employee is qualified to perform work, if the need exists. During temporary periods of low census, the Employer will first ask for volunteers within the job

classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

6.10.1 During temporary periods of low census, employees within a job classification in the work area and shift will be released from work in the following order:

- (a) Overtime,
- (b) Agency, except travelers,
- (c) Volunteers,
- (d) Employees scheduled to work extra shifts above their FTE,
- (e) Per diem employees,
- (f) Regular full-time and part-time employees (including probationary employees) as defined in Article 4.

6.10.2 Low census hours shall count as hours worked for the purpose of benefit eligibility. The employee retains the right to take PTO or low census hours for any low census hours. An employee's election under this provision shall not affect previously scheduled vacation time approved by the managers. Change in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the job classification in the department affected to accomplish these changes. In the absence of an adequate number of volunteers, the least senior employee(s) in the targeted job classification/department will receive the FTE reduction providing that skill, competence, ability and current performance are considered equal in the opinion of the Employer based upon objective job relevant criteria.

Any employee subject to an involuntary reduction in their FTE will be given preference up to their previous FTE if the Employer seeks to expand the hours of an existing FTE in the employee's job classification and the employee can perform the additional shift(s) at straight time and it meets the operational needs of the department.

Any employee subject to an involuntary reduction in their FTE of greater than a .2 FTE, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage, will, if they continue working, have the same job rights as employees on the Recall Roster.

6.12 Comparable Job. For the purpose of recall, 'comparable job' will be defined as within a .2 FTE of the employee's current position, in the same department, job classification, rate of pay and shift.

hours of work and overtime

ARTICLE 7 -- HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal workday 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 forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.3 Alternative Work Schedules. An alternative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Alternative work schedules may be established in writing by mutual agreement between the Medical Center and the employee involved. Prior to the implementation of a new alternative work schedule, the Employer will notify the Union in writing, and if requested in writing by the Union, meet to discuss the conditions of employment relating to that work schedule. Where alternative schedules are utilized by the Employer (including those alternative

schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least a posting period advance notice to the employee.

7.4 Work Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care, low census conditions, or staff shortage, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent. Where volunteers are not available on a straight time basis, employees may be required to cover staff shortages on an equitable assignment basis.

7.5 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 employee's normal full-time work day but at least eight (8) hours or normal full-time work period, but at least forty (40) hours or eighty (80) hours in a fourteen (14) day period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. When an employee works more than four (4) hours after completing their regular eight (8) hour shift, additional consecutive hours shall be paid at double time (2x). All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2x) 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 the highest pay rate.

All time compensated at time and one-half (1 ½) will be considered overtime whether designated as premium pay or overtime.

7.6 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees shall be allowed an unpaid meal period of one-half (1/2) hour. Employees required by the Employer to remain on duty or in the Medical Center during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Subject to prior approval, meal and/or rest periods may be combined.

7.7 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer, except at the employee's request, because of low census shall receive a minimum of three (3) hours' work at the regular rate of pay.

7.8 Weekends. The Employer will make a good faith effort to schedule all regular full and part-time employees for every other weekend off. This section shall not apply to per diem employees. Weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition. The availability of weekend work shall be determined by the Employer. 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. This section shall not apply to employees who request the trading of weekends, volunteer for more frequent weekend duty, or to employees filling more than one (1) position, or to employees whose regular schedule is for more frequent weekend days.

7.9 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts except that rest between shifts shall be ten (10) hours for employees on a ten (10) hour or twelve (12) hours shift schedule. In the event a employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half. This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9. If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.

7.9.1 Surgery Techs. Surgery Techs required to work with less than 12 hours off duty between shifts, shall be paid at 1-1/2 times the regular rate of pay for the first 8 hours of the shift starting during what would have been the 12-hour rest period . This provision does not apply when the shift change is at the request of the employee, employees have traded shifts, or for employees receiving on call/call back pay.

7.9.2 Use of EIT. O.R., Radiology, Nuclear Medicine, C.T., Ultrasound and Cath Lab technicians who work four (4) or more hours of call-back during the night shift (11:00 p.m. to 7:00 a.m.) and are scheduled to report for a regular shift before 12:00 p.m., shall be allowed to utilize EIT pay to cover an absence during the following shift to ensure that they are not working under conditions of exhaustion.

7.10 Shift Rotation. Routine shift rotation is not an approach to staffing endorsed by the Employer. 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 will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

ARTICLE 8 - WAGES

8.1 Wage Schedule. The wage rate for each classification shall be as set forth in Appendix A.

8.2 Implementation of Wage Changes. Changes in rates of pay shall become effective at the beginning of the pay period on or after the contract effective date.

8.3 Higher than Maximum Rates. No employee who is currently paid more than the maximum wage rate for his/her job classification shall be paid less than his/her current rate for the duration of this Agreement so long as the employee remains in that classification. For these employees and in 2000 employees who are at the top of their wage range, wage increases shall be converted to lump sum bonuses.

8.4 Effective the first pay period following October 1, 2005, all employees shall receive a wage increase of four percent (4%). The range will increase by five percent (5%).

8.5 Effective October 1, 2006, all employees will receive a three and one-half percent (3.5%) wage increase. The range will increase by three percent (3%).

8.6 Effective October 1, 2007, all employees will receive a three percent (3%) wage increase. The range will increase by three percent (3%). As of October 1, 2007, the minimum base rate shall be Nine Dollars (\$9.00) per hour.

8.7 Temporary Assignment to a Higher Position. The assignment of an employee to any higher rated position for four (4) hours or half of their shift, whichever is greater, shall result in the employee being compensated at either the base rate of pay of that position, or his/her regular rate of pay plus five percent (5%), whichever is greater.

8.8 Promotional Pay. The assignment of an employee to a new higher-rated position shall result in the employee being compensated at either the base rate of pay of that position, or his/her regular rate of pay plus 5%, whichever is greater.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Employees with a majority of their hours worked during evening duty (3-11 shift) shall receive an additional hourly amount listed in Appendix A over their regular rate of pay. Employees with a majority of hours worked during night duty (11-7 shift) shall receive an additional hourly amount as listed in Appendix A over their regular rate of pay.

Shift differential – Evening-- from \$0.95/hour to \$1.30/hour

Evening—from \$1.40/hour to \$1.75/hour

Shift differential - Night—from \$1.50/hour to \$1.85/hour

Night—from \$2.15/hour to \$2.50/hour

9.2 Standby. Employees required to “stand by” for possible call to duty shall be paid at the hourly rates listed in Appendix A for the hours the employee is scheduled to be on standby. Standby duty shall not be counted as hours worked for purposes of computing overtime or benefits. A contact device will be made available upon request for persons on standby.

The basic standby rate is \$2.25 per hour. Cath Lab Techs, C.T., Ultra Sound Techs, Nuclear Medicine Techs, OR and Radiology Techs will receive \$3.00 per hour as standby pay.

9.3 Callback. Any time actually worked in call back shall be compensated at the rate of time and on-half (1½) the regular rate of pay, and shall be paid in addition to standby pay. Double time shall be paid after an employee works more than twelve (12) consecutive hours on callback time. When called back, the employee shall receive time and one-half (1½) for a minimum of three (3) hours. Employees not on standby who are called back to work during a

shift to cover for an increase in census or an unexpected, unscheduled occurrence, shall receive a minimum of three (3) hours at the applicable rate.

9.4 Preceptor Pay. Employees, other than Lead employees, who are assigned by their department director as preceptors will receive a premium of sixty cents (\$.60) per hour.

9.5 Weekend Premium Pay. Any employee who works on a weekend shall receive the premium listed in Appendix A for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 11:00 p.m. Friday and ending on or before 11:00 p.m. Sunday. This premium shall not apply to annual leave, sick leave or other hours paid but not worked. Weekend premiums shall be \$1.25, \$2.25 and \$3.00 per hour for the first two years of the contract. In the third year, beginning on October 1, 2007, weekend premium shall be \$1.40, \$2.40 and \$3.00 an hour.

9.6 Work in Advance of Shift. When an employee is required to report for work in advance of the assigned shift and continues working the complete shift as scheduled, all hours worked prior to the scheduled shift shall be paid at the appropriate overtime rate of pay. Work performed during the scheduled shift will be paid at the regular rate of pay. An employee who reports to work in advance of the assigned 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.

9.7 Work on Day Off. Full-time employees who work their scheduled hours for the pay period (1.0 FTE) who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Part-time employees

who work on a day not regularly scheduled shall be paid at the regular rate of pay unless the employee is eligible for overtime pay as provided for in Section 7 – Overtime.

9.8 Change in Classification. A change in classification shall not alter an employee’s accrued seniority for purposes of accrual of benefits.

9.9 No employee shall have their rate of pay, or premium — shift lead or weekend — reduced as a result of signing this Agreement. Correction of provable errors will not be retroactive.

ARTICLE 10 - PAID TIME OFF

10.1 Method of Payment. Paid Time Off (PTO) is paid at the employee’s base wage including shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay and/or other premium pay or allowances.

10.2 Eligibility. Regular full-time and part-time employees are eligible to use PTO, to the extent accrued, after the first three (3) months of employment.

10.3 Accrual. PTO is accrued from the beginning date of employment according to the following schedule for full-time employees.

Years of Service	8 Hours Per Year	Hours Per Year	Hours Per Pay	Accrual Rate
0-4 yrs	23	184	7.0769	.0885
4+ - 10 yrs	28	224	8.6154	.1077
10+ - 11 yrs	33	264	10.1538	.1269
11+ - 13 yrs	34	272	10.4615	.1308
13+ - 15 yrs	35	280	10.7692	.1346
15+ - 17 yrs	36	288	11.0769	.1385
17+ - 19 yrs	37	296	11.3846	.1423
19+ yrs	38	300	11.6923	.1462

Part-time employees receive a share of the schedule based on actual hours worked (regular and overtime hours, but excluding standby) but not more than the full-time rate each pay period.

10.3.1 Maximum Accrual. Employees are expected to use at least eight (80) hours of PTO per year. It is also recommended that employees reserve at least fifty-six (56) hours of PTO to cover emergencies. Except as provided below, at the end of each calendar year, an employee may not have greater than three hundred (300) hours of PTO in the employee's PTO account. The Employee's Manager will attempt to schedule employees to avoid this accumulation.

10.3.2 PTO Cash Out During Continued Employment. After one year of employment each calendar year, employees may cash out up to eighty (80) hours of PTO which shall be paid at the employee's regular rate of pay. In addition, in December of each year, employees with PTO in excess of 250 hours as of December 1, who have already cashed out 80 hours, may cash out an additional forty (40) hours prior to December 31.

10.4 Termination PTO Pay. The employee who leaves the employment of the Medical Center after at least one (1) year of employment and after giving the required twenty-one (21) days' written notice, as identified in this Agreement, shall be entitled to payment for any PTO benefits which have been accrued.

10.5 Request for PTO. Requests for PTO are subject to prior supervisory approval and shall be granted according to the operating needs of the Medical Center. Except as set forth below, the employee's manager shall respond in writing to a request for time off thirty (30) or more days in the future within fourteen (14) calendar days from date of request. Specific reasons for denial will be given. Requests shall be made in writing to the staffing office or appropriate department director. The request shall include the employee's name, latest date of hire, requested vacation dates, date of request and signature. Employees will be allowed to request a maximum of two weeks of PTO for vacation during prime time (June 1 through September 1).

Requests for more than two (2) weeks PTO for vacation in prime time will be considered after all other vacation requests made in (a) thru (e) below have been considered and then on a time open basis. Vacation requests shall be made in accordance with the following procedure:

- (a) The first fifteen (15) days of January, employees with fifteen (15) or more years of service may request their vacation time.
- (b) The last sixteen (16) days of January, employees with eleven (11) through fourteen (14) years of service may request their vacation time.
- (c) The first fourteen (14) days of February, employees with five (5) through ten (10) years of service may request their vacation time.
- (d) The last fourteen (14) days of February, employees with one (1) through four (4) years of service may request their vacation time.
- (e) The first week in March, employees with less than one (1) year of service and those employees who did not request vacation at the appropriate time may submit their vacation requests, with no preference for seniority.
- (f) Vacation requests shall be for the period April 15 through April 14 of the following year.
- (g) Requests made after March 15 must be made at least one (1) month before the posting of the affected schedule and will be granted on a first request basis with seniority to resolve any conflict of same day request.

Preference between employees selecting the same period shall be given to the employee with the greater seniority except that if the more senior employee requests the same week(s) off every year, preference will be rotated among those requesting that week(s) in order of seniority. Employees who request two (2) continuous weeks off may include one (1) regularly scheduled weekend. Employees who request three (3) or more continuous weeks off may include two (2)

scheduled weekends. An employee's regular weekend schedule will not be changed based on vacation requests.

10.6 PTO Donations. If an employee of the Medical Center suffers a serious injury or illness, as determined by the Medical Center, employees may donate PTO time to the sick/injured employee. Bargaining unit employees who are part of the bargaining team may receive a total of eight (8) hours of accrued PTO time from bargaining unit members who choose to donate their accrued PTO to a designated team member. Donations must be received within two weeks of the negotiations.

10.7 Holiday Pay. Employees required to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked on the holiday. Employees who are regularly scheduled to work on the holiday, and take time off, must use accrued PTO for the specified holiday. Night employees shall receive holiday premium pay for the shift on which the majority of the hours worked fall on the holiday. In addition to holiday premium pay, regular employees may, at their option, claim pay from their accumulated PTO account in an amount equal to their regular scheduled hours.

10.8 Rotation of Major Holidays. Where there are competing requests for Christmas Eve, Christmas, New Year's Eve, New Year's Day or Thanksgiving, an employee shall not take more than one (1) of the three (3) major holidays in any one (1) scheduling year; nor, if there are competing requests, shall an employee take the same major holiday more than once every three (3) years unless permitted by the operational requirements of the Medical Center.

10.9 Holiday Posting. In keeping with current Medical Center procedure, schedules of calendar dates to be observed as holidays during the year shall be posted in the Human Resources office on an annual basis.

10.10 Paid Leave to Care for Family Members. Pursuant to the Washington Family Care Act (RCW 49.12.265, *et seq.*), employees may use EIT or PTO time, in accordance with the access provisions set forth in this Agreement, to care for a dependent child with a health condition or a spouse, parent, parent-in-law or grandparent who has a serious health condition or an emergency health condition.

ARTICLE 11 - EXTENDED ILLNESS TIME

11.1 Earned Illness Time Accrual. Employees shall accrue Extended Illness Time (EIT) as follows:

Years of Service	Accrual Rate Per Paid Hour	Hours Per Pay Period	Maximum Accrual 8 Hours Days Per Year	Hours Per Year
0+	.03462	2.77	9	72

11.2 Use of EIT. Upon completion of three (3) months of employment, EIT may be used following the first complete shift missed due to illness of the employee, the employee’s minor child, or immediately upon hospitalization, immediately upon occurrence of an on-the-job injury, immediately for invasive surgeries performed in a doctor’s office with resultant time loss. EIT may also be used as described in Article 10.10.

11.3 Verification. Verification by a treating Health Care Provider (including Employee Health Nurse) may be required when taking PTO/EIT of three (3) consecutive work days or longer.

11.4 Recurrent Illness. If an employee returns from EIT/PTO and must be absent again within ten (10) calendar days for the same condition which justified the taking of EIT/PTO under Section 11.2, the employee may access EIT pay as if the condition had resulted in consecutive absences.

11.5 Notice. It is an employee's responsibility to keep the department manager apprised of the status, but not the specific nature, of the employee's condition and expected date of return.

11.6 Maximum Accrual. The maximum accrual of EIT shall be nine hundred sixty (960) hours.

11.7 Notification of Absence from Work. Employees working the first (day) shift shall notify the employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Health Benefits. Effective three (3) months after hire or date following change to benefits eligible, all full-time and part-time employees shall be eligible for coverage under the Medical Center's health benefit program providing medical, dental and vision benefits, subject to plan eligibility requirements. For purposes of health benefits eligibility, employees who work .8 FTE and above will be treated as full-time. The health benefit program shall be the same health benefit program that is provided to all other employees at the Medical Center.

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

12.3 Health Tests. As required by law, the Employer shall provide a Tuberculin skin test and a rubella/rubeola titer at no cost to the employee. In the event of a positive reaction to the Tuberculin test, the Employer will provide a chest X-ray at no cost. In the event the results of the titer are negative, the Employer will provide a MMR immunization at no cost. Upon request of a physician, a routine blood examination and urinalysis will be provided at no cost to the employee once each year. Pre-employment lab work will also be provided at no cost to the employee.

12.4 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. After utilizing all paid leave, employees who were receiving Employer-paid medical insurance prior to the workplace injury shall continue to receive Employer-paid medical insurance for an additional three (3) months.

12.5 Coordination of Benefits. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued EIT and/or PTO may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

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

12.7 Life Insurance and Disability Plan. Effective three (3) months after hire or date following change to benefits eligible, all full-time and part-time employees shall be eligible for coverage under the Medical Center's Life Insurance, Optional Life Insurance, Dependent Life

Insurance and Long-Term Disability Plan, subject to plan eligibility requirements. The Life Insurance and Disability Plan shall be the same as for all other employees at the Medical Center.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

13.2 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 purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. 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 former full-time or part-time 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 previously accrued PTO/EIT during the period of disability and PTO thereafter, to the extent accrued, during the maternity leave. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

13.3 Family Leave.

(a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child

under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

- (b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an 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, dependent child, 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 Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under

certain conditions, family leave may be taken intermittently or on a reduced work schedule.

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

13.4 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 13.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to return to the same position (same unit, shift and FTE) the employee occupied prior to the leave if the employee returns within thirty (30) days. If the employee returns after thirty (30) days, the employee shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 5.9 of this Agreement. Such leave shall not exceed one (1) year.

13.5 Health Leave. A leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. During this health leave of absence, the employee may use previously accrued EIT and PTO thereafter to the extent accrued. The Employer may

require a statement from a licensed physician verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

13.6 Military Leave. Leave required in order for an employee to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay.

13.7 Jury Duty. All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay; provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship on the Employer. Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.8 Bereavement Leave. Regular employees are eligible for up to three (3) paid shifts to replace scheduled hours of work at regular rate of pay for the death of the employee's spouse/domestic partner, parent, brother, sister, child, grandparent, grandparent of spouse, grandchild, any relative living in the employee's household, or parent of current spouse. An additional two shifts of funeral leave may be granted for extensive travel to attend a funeral more than a radius of 300 miles from Yakima, when approved by Human Resources management.

13.9 Sabbatical Leave. The Employer will establish a sabbatical leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from an employee's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas and publishing. Employees are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular employment as a registered employee with the Employer. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) years. Applications must be forwarded to the Employer at least ninety (90) days prior to the proposed starting date of the sabbatical leave. Employees granted a sabbatical will be able to participate in COBRA, subject to the eligibility for and availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Medical Center following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than thirty (30) days shall be reinstated to their prior position, provided they have pursued the activities as outlined above. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within forty-five (45) days of returning from a sabbatical leave, the employee will provide a report(s) regarding the knowledge gained while on leave to the Employer and/or the staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Employer.

13.10 Leave Without Pay. Leave without pay for a period of thirty (30) calendar days or less shall not alter an employee's anniversary date of employment or the amount of PTO or EIT credits which would otherwise be earned by the employees. Leave without pay for a period in excess of thirty (30) calendar days shall result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically approved by the Medical Center.

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

13.12 Return From Leave. Unless otherwise specified in this Article, employees who have a leave of absence of two (2) months or less shall return to their previous position and shift. Employees who return as scheduled from a leave in excess of two (2) months shall, when possible, be returned to the same, or substantially equivalent assignment. When this is not possible, the employee shall be given preference in filling other position vacancies in the Medical Center for which the employee is qualified.

ARTICLE 14 - COMMITTEES

14.1 Labor-Management Committee. The Employer, jointly with the Union selected representatives of the employees, shall establish a Labor-Management Committee to assist with personnel and other mutual problems. The function of the Labor-Management Committee shall be to discuss issues of mutual concern, to recommend solutions to problems identified by the Committee, and to make recommendations for the improvement of working conditions and patient and employee satisfaction. The Committee shall be established on a permanent basis and shall consist of five (5) representatives of the Employer and five (5) representatives of the employees appointed by the Union. All members of the Committee shall be employees of the Medical Center. Representatives on the Labor-Management Committee may request meetings of

the Committee to discuss employee staffing concerns, to consider alternative solutions for unit or institution-wide staffing problems, or to give constructive suggestions for utilization of personnel. The Committee will meet every other month or as often as is mutually agreed.

The parties shall submit agenda items by 4:00 p.m. five days prior to the scheduled meeting to HR. If no agenda items are timely submitted, the meeting will be cancelled. Failure to place an item on the agenda shall not preclude the Committee from addressing an issue. Action of the Committee shall be advisory only and not binding.

14.2 Health and Safety. The Medical Center will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its employees. The Medical Center will continue its safety committee in accordance with all regulatory requirements including WAC 296-24-045.

The Union shall appoint a number of employee members proportional to its representation, which along with the other employees on the committee will equal or exceed the number of Employer selected members. The safety committee shall have an elected chairperson. The Topics of Health and Safety committee shall include (among others):

- Violence Prevention Plan
- Injury reports
- Needle stick protection

The Union shall have the right to designate one (1) employee member to the Hospital's Product Evaluation Committee.

14.3 Compensation. All time spent by employees in Committee meetings on Employer-established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of committees established by contract (Article 14) in

Committee meetings will be considered time worked and will be paid at the appropriate contract rate.

ARTICLE 15 - HEALTH AND SAFETY

15.1 Hepatitis B Vaccine. The Employer follows CDC guidelines and provides a health screen to all new employees. At this screening, the employee health nurse encourages employees to strongly consider Hepatitis B vaccine if they are routinely exposed to blood and body fluids or handling of sharps. Hepatitis B vaccine is available at no cost through the employee health office to current employees who are routinely exposed to blood and body fluids or handling of sharps.

15.2 Tuberculosis Exposure Control Program. All employees working in patient care areas will be provided annual PPD screenings. 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 the Employee Health Service or appropriate medical specialist for follow-up, including preventive therapy at no cost to the employee.

ARTICLE 16 - STAFF DEVELOPMENT

16.1 Orientation. The objectives of orientation shall be to familiarize newly hired employees with the objectives and philosophy of the Medical Center.

16.2 In-service Education. A regular and ongoing in-service education program 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.

16.3 Job Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service.

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

16.5 Union Leave. All employees who are union officers, delegates or labor management committee members, not to exceed twelve (12) persons in any calendar year, shall be allowed to attend a one (1) day Union sponsored training program. Employees must make a request for the time off at least ten (10) days prior to the posting of their work schedule and the time off shall be subject to the scheduling requirements of their department. Employees shall be compensated eight (8) hours for the day of attending the program, once during the term of this Agreement.

16.6 Paid Professional Time. After one year of continuous employment, full-time employees, who are required to complete continuing education credits as part of the certification required for their position shall be allowed up to sixteen (16) hours of paid educational leave per year. Such leave shall be subject to scheduling requirements of the Medical Center, approval by the Medical Center of the subject matter to be studied, and certification of attendance and/or completion of the course. Such time may be used on an hourly basis. This benefit will be prorated for part-time employees by multiplying their FTE by sixteen (16) hours.

16.7 Continuing Education Reimbursement. After one year of continuous employment full-time employees who are required to complete job related continuing education credits for their position shall be eligible for education reimbursement for approved seminar and conference fees, travel and other expenses related to such seminars and conferences. Such reimbursement shall be subject to prior approval by the Medical Center of the subject matter to be studied, and certification of attendance and/or completion of the course. The Employer will make \$7,500 available during each year of the contract. Eligibility will be based on a first-come, first-served

basis. One half of any unused funds will be carried over from year to year during the term of this Agreement. All unused funds will expire upon expiration of the contract..

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 paragraph 10.4 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, provided that the Union must specifically request arbitration, as required by Article 17.4.

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

Step 1. Department Manager or Director.

If any employee has a grievance, the employee shall present the grievance in writing on a form to be provided by the Union to the employee's department manager or director within eighteen (18) calendar days from the date the employee was or should have been aware that the grievance existed. If the employee has not sought to resolve the issue informally with the employee's immediate supervisor, the supervisor shall participate in this step. A Union Delegate shall be present if requested by the employee. If the Union Delegate participates in the grievance

meeting, the Human Resources Administrator 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 fourteen (14) calendar days following receipt of the written grievance.

Step 2. Administrative Team Leader.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the Administrative Team Leader (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 Administrative Team Leader (and/or designated representative) shall be held within ten (10) days for the purpose of resolving the grievance. The Administrative Team Leader shall issue a written response within seven (7) calendar days following the meeting.

Step 3. Chief Executive Officer.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Chief Executive Officer (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 Chief Executive Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar

days following the receipt of the written reply from the Chief Executive Officer or designee. If the Medical Center and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

Each party shall have the right to reject one entire panel and request, at their expense, another panel.

Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, 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. However, this limitation shall not apply for any period the employee was unaware and could not have known that the grievance existed. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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.

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 Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19 - UNINTERRUPTED HEALTHCARE SERVICE

It is recognized that the Medical Center 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 - DURATION

This Agreement shall become effective October 1, 2005 and shall remain in effect to and including September 30, 2008 and shall automatically extend from year to year thereafter unless either party gives to other written notice of its desire to terminate this Agreement at least one hundred twenty (120) days prior to September 30, 2008 or any annual anniversary date thereafter.

This Agreement is executed this ____ day of _____, 20____.

YAKIMA HMA, INC. d/b/a Yakima Regional
Medical and Cardiac Center

DISTRICT 1199 NW HOSPITAL AND
HEALTHCARE EMPLOYEES UNION, SEIU

Jay Finnegan, CEO

Diane Sosne, President

Stefanie Durand, Human Resources Manager

Jenny Reed-Heaton, Negotiator

Paula L. Lehmann, Attorney

APPENDIX "A"

1199NW SEIU

Pay Ranges Effective 10/2/05

POSITION TITLE	MIN	MID	MAX	EVE	NITE	WEEK END	STAND BY	CB MIN HRS
ADMITTING REPRESENTATIVE	10.29	12.35	14.41	1.30	1.85	1.25	2.25	3
AIDE PT	8.64	10.38	12.11	1.30	1.85	1.25	2.25	3
ASST ANTH/NURSE	10.21	12.26	14.30	1.30	1.85	1.25	2.25	3
ASST BUSINESS OR	11.73	14.08	16.42	1.30	1.85	1.25	2.25	3
ASST CATH LAB	10.51	13.66	16.81	1.30	1.85	1.25	2.25	3
ASST LAB	10.72	13.40	16.08	1.30	1.85	1.25	2.25	3
ASST MANAGERIAL	12.68	15.23	17.77	1.30	1.85	1.25	2.25	3
ASST MATERIALS	10.29	12.35	14.41	1.30	1.85	1.25	2.25	3
ASST NUC MEDICINE	10.96	13.15	15.34	1.30	1.85	1.25	2.25	3
ASST PHARM PURC	13.16	15.79	18.42	1.30	1.85	1.25	2.25	3
ASST PT	14.85	17.07	19.30	1.30	1.85	2.25	2.25	3
BILL REP	11.03	12.90	14.77	1.30	1.85	1.25	2.25	3
BILL SPECIALIST	13.19	15.82	18.46	1.30	1.85	1.25	2.25	3
BUYER	11.73	14.08	16.42	1.30	1.85	1.25	2.25	3
CASHIER	10.23	12.27	14.32	1.30	1.85	1.25	2.25	3
CLERK/PHLEBOT	10.69	12.82	14.96	1.30	1.85	1.25	2.25	3
CNA	9.56	11.47	13.38	1.30	1.85	1.25	2.25	3
CODER I C	12.78	15.98	19.17	1.30	1.85	1.25	2.25	3
CODER I NC	12.52	15.65	18.77	1.30	1.85	1.25	2.25	3
CODER II C	13.15	16.44	19.72	1.30	1.85	1.25	2.25	3
CODER II NC	13.15	16.43	19.72	1.30	1.85	1.25	2.25	3
CODER III C	14.07	17.59	21.11	1.30	1.85	1.25	2.25	3
CODER III NC	13.81	17.26	20.72	1.30	1.85	1.25	2.25	3
COLLECTION REP	11.03	13.23	15.44	1.30	1.85	1.25	2.25	3
COORD MAMMOGRAP	20.07	24.08	28.09	1.75	2.50	3.00	2.25	3
COORD MATERIALS	14.15	16.98	19.81	1.30	1.85	1.25	2.25	3
COORD OFFICE	13.50	16.20	18.90	1.30	1.85	1.25	2.25	3
COORD OR MAT/BI	14.15	16.98	19.81	1.30	1.85	1.25	2.25	3
COORD	10.81	12.97	15.13	1.30	1.85	1.25	2.25	3

1199NW SEIU

Pay Ranges Effective 10/2/05

OUTPATIENT THERAPIES								
COORD PROG ORG DEV	13.50	16.20	18.90	1.30	1.85	1.25	2.25	3
COTA	14.85	17.07	19.30	1.30	1.85	2.25	2.25	3
COURIER	9.49	11.39	13.29	1.30	1.85	1.25	2.25	3
CSA	8.40	10.26	12.11	1.30	1.85	1.25	2.25	3
DIET CLERK	8.40	10.26	12.11	1.30	1.85	1.25	2.25	3
DSA	8.40	9.82	11.25	1.30	1.85	1.25	2.25	3
ENGINEER PLANT	12.99	15.59	18.19	1.30	1.85	2.25	2.25	3
FINANCIAL CNSLR	11.03	13.23	15.44	1.30	1.85	1.25	2.25	3
FPA	9.86	11.84	13.81	1.30	1.85	1.25	2.25	3
HOUSEKEEPER	8.40	10.26	12.11	1.30	1.85	1.25	2.25	3
LEAD COORD CRAFT	18.38	22.05	25.73	1.30	1.85	1.25	2.25	3
MAIL MESSENGER	9.49	11.39	13.29	1.30	1.85	1.25	2.25	3
MASSAGE THERAPIST	14.78	18.47	22.17	1.30	1.85	1.25	2.25	3
MED REC CLK I	9.13	10.96	12.79	1.30	1.85	1.25	2.25	3
MED REC CLK II	10.29	12.35	14.41	1.30	1.85	1.25	2.25	3
MED TRANSC CLK	9.13	11.42	13.70	1.30	1.85	1.25	2.25	3
MEDICAL SECRETARY	10.96	13.15	15.34	1.30	1.85	1.25	2.25	3
MLT	15.49	18.59	21.68	1.30	1.85	1.25	2.25	3
MNT WKR I/SEC A	10.63	12.75	14.88	1.30	1.85	1.25	2.25	3
NURSE EXTENDER	10.59	12.72	14.84	1.30	1.85	1.25	2.25	3
RECORD ANALYST	13.15	16.44	19.72	1.30	1.85	1.25	2.25	3
REP PRE-ADMISSI	10.81	12.97	15.13	1.30	1.85	1.25	2.25	3
RESP CARE PRAC	16.23	19.48	22.72	1.75	2.50	3.00	3.00	3
SR BUYER	17.25	20.70	24.16	1.30	1.85	1.25	2.25	3
TECH BIO MED	13.53	16.24	18.94	1.75	2.50	2.25	3.00	3
TECH BIO MED II	18.00	20.70	23.40	1.75	2.50	2.25	3.00	3
TECH BIO MED III	19.51	22.44	25.37	1.75	2.50	2.25	3.00	3
TECH CS	10.05	12.06	14.07	1.30	1.85	1.25	2.25	3
TECH CV	19.40	25.22	31.04	1.75	2.50	3.00	3.00	3
TECH EEG	10.55	12.66	14.77	1.30	1.85	1.25	2.25	3
TECH EKG	9.14	10.96	12.79	1.30	1.85	1.25	2.25	3
TECH MATERIALS	9.49	11.39	13.29	1.30	1.85	1.25	2.25	3
TECH MATERIALS	10.44	12.53	14.62	1.30	1.85	1.25	2.25	3

1199NW SEIU

Pay Ranges Effective 10/2/05

II								
TECH MONITOR	11.73	14.08	16.42	1.30	1.85	2.25	2.25	3
TECH MRI	31.50	37.80	44.10	1.75	2.50	3.00	3.00	3
TECH NUC MED	24.87	29.85	34.82	1.75	2.50	3.00	3.00	3
TECH PHARMACY	12.11	14.53	16.95	1.30	1.85	1.25	2.25	3
TECH POLYSOM	15.60	18.72	21.84	1.30	1.85	1.25	2.25	3
TECH RAD I	18.20	21.84	25.48	1.75	2.50	3.00	3.00	3
TECH RAD II	19.12	22.94	26.75	1.75	2.50	3.00	3.00	3
TECH RAD III	20.07	24.08	28.08	1.75	2.50	3.00	3.00	3
TECH RAD-NUC MED	24.87	29.85	34.83	1.75	2.50	3.00	3.00	3
TECH SURG C	14.07	16.88	19.70	1.75	2.50	2.25	3.00	3
TECH SURG C II	16.19	19.42	22.66	1.75	2.50	2.25	3.00	3
TECH SURG INSTR	11.05	13.26	15.47	1.30	1.85	1.25	2.25	3
TECH SURG NC	13.51	16.21	18.91	1.75	2.50	2.25	3.00	3
TECH ULTRASND	21.85	26.22	30.58	1.75	2.50	3.00	3.00	3
UNIT SECRETARY	10.29	12.35	14.41	1.30	1.85	1.25	2.25	3

ADDENDUM A
TO THE AGREEMENT
between
YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND CARDIAC CENTER
and
DISTRICT 1199 NW, SEIU
Alternative Work Schedule
12-hour Schedule

This work schedule is established for employees in compliance with Section 7.3 of the Collective Bargaining Agreement between Providence Yakima Medical Center and District 1199 NW, SEIU.

1. General Description. When mutually agreeable to the Medical Center and an individual employee, the employee may elect an alternative work schedule consisting of twelve (12) hour shifts.
2. Eligibility Requirements. The number of 12-hour positions established in any department will depend on patient care and other staffing considerations as determined by the Employer. Positions will be filled on the basis of seniority, provided that skill, competence, ability and current performance are considered equal, in the opinion of the Employer.
3. Normal Work Day. The normal workday will consist of twelve (12) hours of work to be completed within twelve and one-half (12 1/2) consecutive hours.
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period. The seven (7) day period will commence at the beginning of the first shift on Sunday morning.

5. Weekend. The weekend will begin at 11 p.m. on Friday and will end at 11 p.m. on Sunday.
6. Pay Rate for Weekend Work. Employees electing this schedule will be paid the applicable premium per hour for all time worked during the weekend.
7. Regular Rate. The regular rate of pay will be the sum of the employee's base pay rate plus shift differential, if applicable.
8. Shift Differential. Applicable shift differential will be paid as provided in Article 9.1.
9. Paid Time Off. Paid time off will be accrued on the basis of hours paid. Annual leave will be paid at the employee's regular rate of pay.
10. EIT. EIT will be accrued on the basis of hours paid. Sick leave will be paid at the employee's regular rate of pay.
11. Holidays. Employees assigned to this work schedule will be required to work on holidays, in accordance with their department's rotation roster.
12. Meals and Rest Periods. Meal and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees assigned to this work schedule will receive a one-half (1/2) hour unpaid meal period during each 12-hour work shift. Meal periods shall occur as near the middle of the shift as is practical. Employees required by their supervisors to remain in their working areas during their meal period shall be compensated for such time at the appropriate rate of pay. Employees will be allowed three (3) rest periods of fifteen (15) minutes each during each 12-hour shift.
13. Overtime. Employees who work in excess of twelve (12) hours in any 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 their regular pay rate.

ADDENDUM B
TO THE AGREEMENT

between

HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND CARDIAC CENTER

and

DISTRICT 1199 NW, SEIU

Alternative Work Schedule

10-hour Schedule

This work schedule is established for employees in compliance with Section 7.3 of the Collective Bargaining Agreement between Providence Yakima Medical Center and District 1199 NW, SEIU.

1. General Description. When mutually agreeable to the Medical Center and an individual employee, the employee may elect an alternative work schedule consisting of ten (10) hour shifts.
2. Eligibility Requirements. The number of 10-hour positions established in any department will depend on patient care and other staffing considerations as determined by the Employer. Positions will be filled on the basis of seniority, provided that skill, competence, ability and current performance are considered equal, in the opinion of the Employer.
3. Normal Work Day. The normal workday will consist of ten (10) hours of work to be completed within ten and one-half (10 1/2) consecutive hours.
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period.
5. Weekend. The weekend will begin at 11 p.m. on Friday and will end at 11 p.m. on Sunday.

6. Pay Rate for Weekend Work. Employees electing this schedule will be paid the applicable premium per hour for all time worked during the weekend.
7. Regular Rate. The regular rate of pay will be the sum of the employee's base pay rate plus shift differential, if applicable.
8. Shift Differential. Applicable shift differential will be paid in accord with Article 9.1.
9. Paid Time Off. Paid time off will be accrued on the basis of hours paid. Annual leave will be paid at the employee's regular rate of pay.
10. EIT. EIT will be accrued on the basis of hours paid. Sick leave will be paid at the employee's regular rate of pay.
11. Holidays. Employees assigned to this work schedule will be required to work on holidays, in accordance with their department's rotation roster.
12. Meals and Rest Periods. Meal and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees assigned to this work schedule will receive a one-half (1/2) hour unpaid meal period during each 10-hour work shift. Meal periods shall occur as near the middle of the shift as is practical. Employees required by their supervisors to remain in their working areas during their meal period shall be compensated for such time at the appropriate rate of pay. Employees will be allowed two (2) rest periods of fifteen (15) minutes each during each 10-hour shift.
13. Overtime. Employees who work in excess of ten (10) hours in any 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 their regular pay rate.

ADDENDUM C
TO THE AGREEMENT

Between

YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND CARDIAC CENTER

and

DISTRICT 1199 NW, SEIU

16-hour Schedule

1. A “16 hour” work schedule shall refer to any employee who has voluntarily signed a 16 hour innovative schedule agreement and is regularly scheduled to work one (1) or more sixteen (16) hour shifts per week.
2. 16 hour employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay.
3. 16 hour employees shall accumulate PTO and EIT based upon hours worked. PTO benefits shall accumulate from date of hire. Eligibility for use of PTO and EIT shall commence after completion of the probationary period. For purposes of PTO and EIT, sixteen (16) hours constitutes one (1) workday.
4. 16 hour employees shall be paid applicable shift differential based upon eight (8) hour segments.
5. 16 hour employees who work in excess of sixteen (16) hours in any 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 their regular pay rate.
6. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with eight (8) hours off duty between back-to-back 16 hour shifts. In the event an employee is required to work with less than six (6) hours off duty between shifts, all

time worked within this six (6) hour period shall be at double time (2X). The section shall not apply to standby and callback assignments performed pursuant to Article 9.

7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days' advance notice to the employee. 16 hour employees who would like to discontinue working an established sixteen (16) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not requested the position.

8. Meal and rest periods will be administered in accordance with state law (WAC 296-126-092).

9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to employees working the 16 hour work schedule. All other benefits and provisions not inconsistent with the foregoing shall apply to 16 hour employees.

Letter of Understanding

Time Clocks

Employees who clock in within seven (7) minutes of their start time will be paid from their start time unless the time is approved in writing by their supervisors. Similarly employees who clock out within seven (7) minutes after their quit time will be paid only to their quit time, unless the extra time is approved in writing by their supervisor.

Employees who clock in up to seven (7) minutes after their start time will be paid from their start time. After seven (7) minutes, employees are paid based on the time they clocked in, rounded to the nearest quarter hour.

Forms for supervisor approval will be available to employees through their supervisor.

YAKIMA HMA, INC. d/b/a YAKIMA
REGIONAL MEDICAL AND CARDIAC
CENTER

DATE: _____

Jay Finnegan, CEO

DISTRICT 1199NW, SEIU

DATE: _____

Diane Sosne, President

Letter of Understanding

Wage Rate Adjustments

Any current employee (as of October 2, 2005) who falls outside the wage range maximum after application of the first agreed upon adjustments to wage range and rate, will be permitted to exceed the range to the extent needed to obtain the same across the board increase as other employees. Such employee will receive the rate increase each year of the contract provided they remain continuously employed.

YAKIMA HMA, INC. d/b/a YAKIMA
REGIONAL MEDICAL AND CARDIAC
CENTER

Jay Finnegan, CEO

DATE: _____

DISTRICT 1199NW, SEIU, AFL-CIO

Diane Sosne, President

DATE: _____