

AGREEMENT

By and Between

OLYMPIC MEDICAL CENTER

and

1199NW SERVICE EMPLOYEES INTERNATIONAL UNION

Service Workers

November 21, 2004 – October 31, 2007

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2004 - 2007

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By and between

OLYMPIC MEDICAL CENTER
and
1199 NW SERVICE EMPLOYEES INTERNATIONAL UNION

This Agreement is made and entered into by and between Public Healthcare District Number 2 of Clallam County, Washington, hereinafter referred to as the "Employer" or "Hospital", and 1199NW Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 below.

ARTICLE 1 - RECOGNITION

1.1 Scope of the Unit. The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, part-time, per diem, temporary and probationary employees employed by the Employer at its Port Angeles hospital and designated by the classifications set forth in the attached wage schedules (see Appendix A), excluding supervisors and all other employees.

1.2 Accretion. To the extent the Employer acquires or establishes an ambulatory care facility, outpatient facility, satellite facility or other ancillary facility in which employees perform like work covered by this Agreement, that would constitute an accretion to the existing bargaining unit, the parties agree to negotiate the compensation, terms and conditions of employment that will apply to the employees who are in classifications that are covered by this Agreement, at such facility.

ARTICLE 2 - UNION MEMBERSHIP & DUES DEDUCTIONS

2.1 Union Shop. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date

of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

2.2 Union Shop Enforcement Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty days (30) after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. In the event of any discharge pursuant to the terms of this Article, the Union hereby agrees to indemnify and hold the Employer harmless from any loss as a result of such discharge.

2.3 Dues Deduction. The Employer will deduct an amount equal to the Union's uniform monthly dues 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. Dues check off shall be revocable at the will of the employee, which shall be effective thirty (30) days after written notice to the Employer (copy to the Union). This deduction agreement shall apply to the above deductions only, and shall not include deductions for other Union fees. Dues deductions will be transmitted to the Union by check payable to its order on or before the tenth (10th) day of each month. Upon issuance and transmission of a check to the Union, the employee's responsibility shall cease with the respect to deductions covered thereby. The Union and each employee authorized in the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of the employee.

2.4 Notification of Membership. The Employer will on a monthly basis send to the Union a report that includes the following information on employees, new hires and terminations:

Name, date of hire, address, social security number, job title, shift, FTE status, department, union seniority date, pay rate, life to date benefit hours, termination date, monthly and year to date dues withheld. The Union recognizes and agrees that employee social security numbers and addresses are private and will be used for representational purposes only. The Union will take reasonable steps to safeguard this information and to ensure against improper disclosure.

2.4.1 Availability of Information. The Employer shall make available to Union representatives, upon written request to the Administrator or Assistant Administrator,

payroll records of hours worked and wages paid as required by law. This list shall be furnished within ten (10) days of such request.

2.5 Union Officers/Delegates. The Union shall designate its officers, delegates, and alternate delegates from among members in the bargaining unit. The Employer shall not recognize officers and delegate until the Union has given the Employer written notice of their selection. Except where the Employer requests a Union delegate or employee representative to attend a meeting, the time spent as a delegate or Union representative in the role of representing an employee or the Union, such as attending grievance meetings or an arbitration, shall not be Employer paid time. Except where the Employer requests a Union delegate or employee representative to attend a meeting, the time spent as a delegate or Union representative in the role of representing an employee or the Union, such as attending grievance meetings or an arbitration, shall not be Employer paid time.

2.5.1 It is understood that generally union business shall not be conducted during paid working hours; however, when approved by the manager/supervisor of the union representative and the manager/supervisor of the grievant, a grievance meeting may occur during work time.

2.5.2 During the orientation of new employees, the Employer shall provide a Union representative with the opportunity during unpaid release time to introduce this Agreement to new employees. The Employer shall notify the Union as soon as possible of the date and time of the orientation and the names of new employees.

2.6 Union Access. Duly authorized representatives of the Union may have access at reasonable times to enter the Medical Center for the purpose of transacting union business and contract compliance; provided, however, that the Administrator or designee is notified adequately in advance. The Union representative shall advise the Administrator as to which department or areas he or she wishes to visit and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate location subject to the general rules applicable to non-employees; shall not take place in patient care areas; shall not interfere with the work of employees, with patient care or with the normal operation of the hospital.

2.7 Bulletin Boards. The Medical Center shall furnish a bulletin board for the use of the Union. Portions of the bulletin boards either in employee lounges or in each department will be reserved for use of the Union. A union delegate or officer shall initial posted materials. No partisan political endorsements may be posted.

2.8 Meeting Space. The Union may use designated meeting rooms of the Employer for meetings of the local unit, with or without union staff present, provided sufficient advance

request is made in accordance with Medical Center policies and procedures and space is available.

2.9 Contract Distribution/Union Orientation. The Employer shall distribute a copy of this Agreement and a union membership application and dues/service fee deduction form to all newly hired employees. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance. The costs of printing this Agreement may be shared equally when a local printer in the Employer's community is used.

2.10 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for a reasonable number of employees to participate in Union negotiations for those employees first unable to trade, providing the employee gives his/her supervisor adequate notice of the dates and times of meetings.

2.11 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance of 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 assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

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

ARTICLE 3 - MANAGEMENT RIGHTS

The management of the hospital and the direction of the working force, including the right to hire, assign, suspend, transfer, promote, discharge and to maintain discipline, and efficiency of its employees and the right to relieve the employees from duty because of lack of work, the right to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment, the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend limit or curtail its operations, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the ability of the Employer to manage and control the hospital. All matters not covered by the language of the Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies as it may from time to time determine. Management will not be arbitrary and capricious in exercising prerogatives.

ARTICLE 4 - DEFINITIONS

4.1 Probationary Employee. The first 520 regular paid worked hours of employment, excluding overtime, call back, standby or other related premium pay, shall be considered a probationary period unless extended by the Employer; provided; however, in no case shall the initial probationary period exceed six (6) months. Upon successful completion of the probationary period, a new employee shall be considered a regular employee. The employee will be notified in writing of any extension of the probationary period. No benefits shall be forthcoming if the probationary employee terminates or is terminated during the probationary period. During the probationary period, an employee shall be subject to dismissal without cause and without recourse to the grievance procedure.

4.2 Regular Employee. A regular employee is an employee who has completed the probationary period.

4.3 Regular Full Time Employees. Regular full-time employees are those employees regularly scheduled to work forty (40) hours within a seven (7) day period, or eighty (80) hours within a fourteen (14) day period. Such employees shall receive all benefits as set forth in this Agreement.

4.4 Regular Part Time Employees. Regular part-time employees are those employees regularly scheduled to work less than forty (40) hours within a seven (7) day period, or less than eighty (80) hours within a fourteen (14) day period. Vacation, holidays, floating holidays, and holiday pay under this Agreement will be provided on a pro rata basis according to the number of regular paid straight-time hours.

4.5 Temporary and Per Diem Employees.

4.5.1 Temporary Employees. A temporary employee is one hired on an interim basis, not to exceed ninety (90) days, unless replacing an employee on leave, or to perform special tasks, or to otherwise take the place of an absent, regularly scheduled employee.

4.5.2 Per Diem Employees A per diem employee is one who only works intermittently in a casual status pursuant to Employer request or scheduling. In the event a per diem employee works in excess of three hundred (300) hours in a current four (4) month period within a job classification within a department excluding:

- a. Vacation coverage
- b. Medical leave (i.e., time loss injury, maternity leave, etc.)
- c. Coverage for other authorized leaves of absence,

the Union may request the Employer to post a scheduled FTE for that classification and department. This request is to be made in writing to the manager of the department involved. If it is likely that reason for hours will continue and there is a qualified employee willing to work the FTE as scheduled, the position with the schedule of hours and shifts will be posted.

Per diem employees do not accrue seniority and are not eligible for any benefits. Per diem employees receive a premium in lieu of all benefits as provided for in Article 8.7.

4.6 Month and Year. A month is defined as 173.3 regular paid hours. A year is defined as 2,080 regular paid hours.

4.7 Regular Paid Hours. Those hours for which an employee receives regular compensation (i.e., straight-time hours, including straight-time call-in hours and approved paid leave). This excludes overtime hours, call-back hours, stand-by hours, on call hours (convenience hours) and all other hours. However, for regular employees, low census hours will be used to accrue benefits under this Agreement.

4.8 Normal Rate. The normal rate of pay as used in this Agreement shall mean the employee's hourly rate of pay and regularly assigned shift differential.

4.9 Regular Rate. The regular rate of pay as used in this Agreement, for the purpose of calculating overtime shall be calculated as required by the Fair Labor Standards Act or Washington State Law, whichever is higher.

4.10 On Call (Standby). The hours an employee may be required to be available for work when the employee is placed on low census (convenience hours) from the employee's regular

shift. On call (standby) also includes a shift an employee is required to be available for a call to work.

ARTICLE 5 - SENIORITY

5.1 Seniority Defined. Seniority means a regular employee's length of service based on paid hours within this bargaining unit from the most recent date of hire in a position. Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority and benefit eligibility from the most recent date of hire.

5.2 Seniority Application. Seniority shall be the determining factor in selection of employees for layoff, recall from layoff, transfers, shift changes and promotions to open positions, where such factors as skill, ability, past performance and competency to perform the job are substantially equal. The Employer shall determine the above factors based upon objective evidence. If challenged under Article 15, the Employer shall have the burden of proof to show the grievant's qualifying factors were not substantially equal to the less senior employee selected.

5.2.1 Termination of Seniority. Seniority shall terminate and all rights to employment under this Agreement shall cease upon the occurrences of any of the following:

- a. Resignation
- b. Retirement
- c. Discharge for just cause
- d. Absence from work for three (3) consecutive work days without calling in, except when an emergency situation prevents the employee from calling.
- e. Failure to return to work at the expiration of a leave of absence.
- f. After more than twelve consecutive months on the recall roster under Article 5.4 (excluding relief hours worked pursuant to Article 5.4).

5.3 Layoff. Layoff is defined as an anticipated permanent reduction in the number of bargaining unit FTEs. Layoff shall be from within the classification(s) where the Employer has determined to reduce the FTEs.

5.4 Layoff Procedure. Employees and the Union shall be given twenty-one (21) days' notice of impending layoff. The Employer shall meet with the Union at the request of the Union during 21-day period. Subject to Article 5.2, the order of layoff shall be volunteers, probationary employees and regularly scheduled employees (by seniority) as defined in this Agreement. Employees on layoff shall be placed on a recall roster for twelve (12) months and recalled to work in reverse order of layoff. Employees shall be notified of recall by certified mail (return receipt requested). The employee shall respond to the recall notice within forty-eight (48) hours of receipt of same and shall return to work within seven (7) calendar days. The employee on layoff shall be required to keep the Employer informed of the employee's current address and

phone number and shall inform the Employer when they will not be at their address for periods of one (1) week or longer. Employees on the recall roster will be given priority for available hours in their job classification over per diems for such relief needs as vacation coverage, temporary increases in census coverage for leaves of absences or unscheduled absences.

5.5 Job Vacancies.

5.5.1 Job Vacancies/Posting. When a job opening or vacancy occurs, a notice of such job shall be posted in a prominent location within the department for at least five (5) days. Applicants within the department shall have first preference, before opening the position up to other potential qualified internal and external applicants. The job opening shall be filled on a seniority basis, subject to Article 5.2 and 5.5.2. The employee shall indicate interest in the job opportunity to the Human Resources Department by filling out a transfer request. In the event two or more employees in different job classifications apply for an open position that remains after employees in the applicable job classification in the department have been given preference, recent continuous hours worked in the bargaining unit will be used to determine seniority.

5.5.2 Transfer Eligibility. Transfers from one department to another within this bargaining unit shall be done by mutual agreement until the employee has been in his/her present position at least six (6) months (1,040 hours). Thereafter, employee requests for transfer to job openings in other departments within this bargaining unit will be given fair and reasonable consideration based upon overall practicability, seniority, availability and the ability to do the work in the department to which transfer is requested.

5.6 Low Census. When it becomes necessary for the Employer to make a reduction of hours worked due to low census or economic reasons, the following order of reduction in hours will be followed within the classification/shift affected.

5.6.1 Call Off.

- 1st: Any employee on overtime
- 2nd: Voluntary
- 3rd: Temporary
- 4th: Per diem employees who were not on the schedule as of posting
- 5th: Per diem employees who were on the schedule as of posting
- 6th: Part-time employees working above their assigned FTE
- 7th: Rotation among regular full-time and part-time employees with rotation to commence with the least senior.

5.6.2 Use of Accrued Paid Time Off. Eligible floating holiday and accrued vacation days may be taken on low census call-off days. Request must be in writing.

5.6.3 Limitation On Call Off. If a senior employee (three [3] years [6240 worked hours] or more continuous service within the hospital) is called off more than forty (40) hours in a calendar year, the “call-off” procedure for the balance of that calendar year will be determined by the seniority of the employees scheduled to work on the shift impacted by the low census call-off, provided skill, competency and ability are considered equal. Effective January 1, 2005, seniority will be based on four (4) years (8,320 worked hours or more continuous recent service within the hospital). Effective January 1, 2006, seniority will be based on five (5) years [10,400 worked hours or more continuous recent service within the hospital).

5.6.4 Effect of Five Complete Rotations. Within twenty-four (24) hours of completing the roster five (5) times (forty [40] hours) the Employer will notify the Union. The parties shall meet within five (5) calendar days to determine the necessity of implementing the lay-off procedure.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Notice of Resignation. Regular employees shall give not less than fourteen (14) calendar days’ prior written notice of intended resignation. Failure to give such notice or discharge for just cause shall result in forfeiture of accrued vacation and holiday pay, unless the Employer determines that extenuating circumstances merit consideration.

6.2 Discipline and Discharge. Regular employees shall not be disciplined or discharged without 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). When appropriate, an employee will be counseled prior to the initiation of formal discipline. A copy of all written disciplinary action 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 requires immediate written warning, suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting that may lead to discipline. The employee will be told prior to the meeting that it is an investigatory interview. Regular employees disciplined or discharged shall be entitled to utilize the grievance procedure.

6.3 Unemployment Compensation. All employees will be covered by Washington State Unemployment Compensation.

6.4 Job Description. Upon hire/transfer, each employee will be given a job description appropriate for their position. The Employer will review each employee's job description as part of the employee's routine performance evaluation. The Employer will notify the employee of any changes in their job responsibilities. Employees may request a copy of their job description from Human Resources.

6.5 Restrooms and Lockers. Rest rooms and lockers shall be provided for all employees on staff in accordance with State Law.

6.6 Additional Hours. Part-time, per diem, and temporary employees desiring additional hours, up to full time, shall notify their Department Manager in writing. The employee shall be obligated to work the number of hours requested, if assigned, except during a period of approved time off due to vacation, illness, injury or leave of absence.

6.6.1 Work Schedule Posting. A final four-week work schedule and days off shall be posted ten (10) days prior to the date of the work schedule. Schedules are determined by patient care loads, census and department work loads. Posted schedules may be amended by mutual agreement by the effected employee(s) and the supervisor.

At least ten (10) days before the posting of a final schedule, each department will post the hours available in the schedule, by classification (where applicable). Regular part-time employees and per diem employees desiring any of the hours available will sign up for the hours they could work at their straight time rate, in the manner required by the department within eight (8) days after the posting. The available hours will be scheduled for those employees, with seniority determining conflicting requests. Regular part-time employees will have preference over per diem employees for available unfilled hours except in so far as needed to maintain the skill level of a per diem employee and to maintain an adequate pool of per diems.

6.6.2 Scheduling of Per Diem Employees.

- a. In the event the Employer determines that per diem employees in any classification are not receiving sufficient hours of work, the Employer may request a meeting of the Labor-Management Committee to seek agreement from that Committee for the scheduling of per diem employees ahead of part-time employees requesting extra shifts. The Committee is authorized to make this decision.

6.6.3 Increased FTE. In the event a part time employee regularly works in his/her classification at least a .2 FTE (eight [8] hours per week) above his assigned FTE, in a four (4) current month period, excluding the reasons set forth in Article 4.5.2(a) through

4.5.2(c), the employee may request his/her FTE to be increased to the hours and schedule actually worked. The request will be granted, unless it is probable that the reasons for the extra hours are concluding.

6.7 Nondiscrimination. The Employer and the Union agree to comply with all applicable laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin, age, marital status, sexual orientation or the presence of mental or physical handicaps, subject to occupational requirements and the ability to perform within those requirements. No employee shall be discriminated against or discharged for lawful activity on behalf of the Union in conjunction with their employer. Alleged violations of this provision shall be resolved under Article 15, Grievance and Arbitration.

6.8 The employee will be paid all called off hours if management or volunteers perform the employee's duties with the exception of emergent/urgent, normal task performed, unexpected high census, unforeseen or unplanned events.

ARTICLE 7 - HOURS OF WORK

7.1 Normal Work Week/Work Day. The normal work week shall consist of forty (40) hours worked within a seven (7) day period (Sunday through Saturday) or eighty (80) hours of work within a fourteen (14) day period. The normal work day shall consist of eight and one-half (8 1/2), ten and one-half (10 1/2) or twelve and one-half (12 1/2) consecutive hours within a twenty-four (24) hour period, including an unpaid thirty (30) minute meal period, or any other schedule mutually agreeable to the Employer, Union and employee.

7.2 Innovative Schedules. Innovative work schedules which deviate from the normal work week or normal work day that are implemented for an entire shift, department, or on a hospital-wide basis, shall be mutually agreeable to the Employer, Union and the majority of employees involved. The Union shall be given notice and an opportunity to bargain about the work schedule.

7.3 Overtime System. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work an eight (8) hour per day and eight (80) hours per fourteen (14) day period, in which case all time worked in excess of eight (8) hours during any one (1) day and/or in excess of eighty (80) hours during the two (2) week period, shall be considered overtime. All overtime must be properly authorized by the Employer, in advance if possible. Overtime shall be discouraged.

7.3.1 Mandatory Overtime. Mandatory overtime shall not be scheduled at the time of posting, where there are available employees in the classification who could work the

shift at straight time. Such shifts, subject to Article 6.7.2, shall be assigned first to part-time employees and then to per diem employees.

7.3.2 Overtime Purposes. Employees will not be released from work early from their shift, or have their shift canceled, for the purpose of avoiding overtime.

7.4 Overtime Compensation. Time paid for but not worked shall not count as time worked for purposes of computing overtime. All overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. All time worked in excess of twelve (12) hours, broken or unbroken within a twenty-four hour period, shall be paid for at double (2x) the employee's regular rate of pay. The twenty-four (24) hour period shall commence at the beginning of the employee's scheduled shift and end twenty-four (24) hours after it begins, e.g., 7:00 a.m. to 7:00 a.m. (days); 3:00 p.m. to 3:00 p.m. (evenings); and 11:00 p.m. to 11:00 p.m. (nights). In the event consecutive hours exceed the 24-hour period, such hours shall continue to be paid at double (2x) the normal rate of pay until the number of consecutive hours is terminated.

7.4.1 Work On Scheduled Day Off Full-time employees who work on their scheduled day off shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the hours worked on that day unless the employee has not fulfilled their FTE for the work week as a result of employee-requested cancel time, except that on weekends the rate shall be two (2) times the regular rate. This arrangement can be waived by mutual agreement where employees arrange to trade days off.

7.5 Calculation. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.6 Time/Pyramid Restrictions. There shall be no pyramiding or duplication of overtime pay and/or premium compensation paid at the rate of time and one-half (1 1/2) or greater. If an employee qualifies for two or more overtime and/or premium compensations for the same hours worked, the employee shall receive the highest overtime and/or premium compensation for which the employee is entitled.

7.7 Meal and Rest Periods. Employees shall receive an unpaid meal period of one-half (1/2) hour during each full shift, and a paid rest period of fifteen (15) minutes for each four (4) hour period of work. Employees required to work during their meal period shall be compensated for such work at the appropriate rate.

7.8 Reporting Pay. Whenever possible, employees will be notified at least two (2) hours in advance of their shift cancellation. If the employee reports to work without being notified not to report, the employee will be paid a minimum of two (2) hours' pay. During an identified chronic low census period, the employee will call the Department Head or Supervisor two (2) hours before the shift starts to determine if it is his/her turn for cancellation, if the employee is to be away from the telephone two (2) hours prior to the shift.

7.9 Weekends. The Hospital will make a good faith effort to schedule employees for every other weekend off. In the event an employee works two successive weekends, all time worked on the second weekend shall be paid at the rate of double (2x) the regular rate of pay. The third regularly scheduled weekend shall be at the employee's regular rate of pay. This section shall not apply to per diem employees. Subject to prior management approval, employees may submit a written request to trade weekends providing the schedule does not place the Employer into a premium pay or overtime position. Premium or overtime pay provided for in this section shall not apply to employees who voluntarily agree to more frequent week-end duty or to work every week-end. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night.

7.10 Call Back. An employee who is not on call and is called back to work after leaving the premises upon completion of the employee's regular work day shall receive a minimum of two (2) hours of pay at the appropriate rate.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the wage rates in Appendix "A" attached hereto and made a part of this Agreement.

Step Increases. For purpose of the wage schedule (Appendix A), a year of service shall occur at the first full pay period on or after completion of 2080 paid hours.

Wage and Benefit Re-Opener. Effective November 1, 2006, the contract will be opened to negotiate the medical benefit plan set forth in Article 12 to be effective January 1, 2007, and wages and premiums (Article 8) to be effective the first full pay period on or after November 1, 2006. Negotiations will be limited to these articles and no other subject. During these negotiations, the provisions of Article 16.1 shall not be in effect. The parties agree to convene no later than September 1, 2006.

8.2 Shift Differential. Employees assigned to second (evening) shift shall be paid a shift differential or premium of one dollar and five cents (\$1.05) per hour over the regular hourly rate. Employees assigned to the third (night) shift shall be paid a shift differential of one dollar and fifty-five cents (\$1.55) per hour. Effective December 7, 2004, the evening shift differential shall be increased to one dollar and fifteen cents (\$1.15) per hour and the night shift differential shall be increased to one dollar and sixty-five cents (\$1.65) per hour.

8.2.1 Employees temporarily assigned to a shift other than their regularly assigned shift shall be paid the shift differential for the shift worked or their regularly assigned shift,

whichever is higher. Shift differential applies only if four (4) or more hours are worked into the shift.

8.3 On Call (Standby). Employees on on-call (standby) status as defined in Article 4.10 shall be compensated at the rate of two dollars (\$2.00) per hour of assigned call (standby), e.g., if assigned for a full shift, eight (8) hours. An employee on standby status who is called to work shall be paid for all hours worked at one and one-half (1 1/2) times the employee's regular rate, with a minimum guarantee of three (3) hours; provided, however, employees will not be paid more than the hours of their assigned standby shift, unless worked. On-call (Standby) premium shall be paid in addition to callback. On-call (Standby) duty shall not be counted as hours worked for any purpose except when an employee is assigned to standby in lieu of the employee's regularly scheduled shift for "hospital convenience" (or low need), in which event, those hours on call (Standby) designated on the time card as "cancel time" will count toward benefit accrual.

8.4 Lead. Lead is an assignment of additional responsibilities. An employee assigned by the Employer as a lead shall receive one dollar (\$1.00) over the regular rate of pay for all hours assigned lead responsibilities. Such additional responsibilities may include monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in making and/or adjusting daily work assignments of other employees, assisting with developing work schedules, or giving advice and work instructions to other employees.

8.5 Twelve Hour Rest Period. Unless performing standby duty, each employee shall have an unbroken rest period of at least twelve (12) hours between shifts unless otherwise mutually agreeable to the Employer and the employee.

8.6 Recognition for Past Experience. Employees hired during the term of this Agreement shall be compensated at a wage level as follows:

- a. One (1) to two (2) years past experience, at least at step 1 of the pay scale.
- b. Three (3) to five (5) years past experience, at least at step 2 of the pay scale.
- c. More than five (5) years past experience, at least at step 3 of the pay scale.

Past experience referred to in this provision shall be defined as recent, relevant and related experience in the opinion of the Employer.

8.7 Transfer into a Higher Paying Classification. If an employee moves into a higher paying classification, he or she shall be placed at that step in the new classification that provides at least a two percent (2%) increase in pay.

8.8 Per Diem/Temporary. Per diem/temporary employees will be given one dollar and fifty cents (\$1.50) per hour above the base rate of the job title to which they are assigned in lieu of all benefits provided for in this agreement except for shift differential, standby and call back pay,

lead, and time and one-half their normal rate of pay for holidays, and all overtime, where applicable.

8.9 Weekend Premium. Effective December 7, 2004, any employee who works on a weekend shall receive seventy-five cents (.75) in addition to the employee regular rate of pay. Weekend premium shall not be included in the employee's rate of pay for overtime purposes, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours worked between 11:00 PM Friday and 11:00 PM Sunday. Premium pay provided in this section shall not apply to time spent for educational purposes.

ARTICLE 9 - HOLIDAYS

9.1 Recognized Holidays. For regular employees, the following holidays shall be recognized under this Agreement:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Three (3) Floating Holidays

The intent of Section 9.1 is to provide eight (8) hours of holiday pay for each recognized holiday. Requests for floating holidays should be made prior to fifteen (15) days of the posting of the final schedule for the four-week period and will be scheduled by mutual consent.

9.2 Work on a Holiday. An employee required to work on a designated holiday, not a floater, shall receive one and one-half (1 1/2) times the employee's normal rate of pay for hours worked. In addition, a full time employee shall receive eight (8) hours of pay at the normal rate or, upon mutual agreement between the Employer and employee a paid day off to be scheduled within the same pay period in which the holiday occurs.

9.3 Holiday Pay for Full-time Employees. Full time employees will receive eight (8) hours holiday pay in the pay period in which the holiday falls. If a holiday falls during the employee's vacation, the day will not be charged as vacation.

9.4 Eligibility. Failure to work the regularly scheduled shift before or the regularly scheduled shift after the holiday by the employee shall forfeit the employee's holiday benefit. This condition shall be waived if the employee is on a scheduled vacation, serving on jury duty, on funeral leave or provides a physician's slip affirming illness. The condition is waived also if the employee's shift is canceled.

9.5 Part Time Employees. Regular part-time employees shall receive holiday pay after a minimum of eight (8) hours have been accrued.

ARTICLE 10 - VACATIONS

10.1 Vacation Rates. Employees having completed six (6) months of continuous employment (1,040 paid hours) shall be eligible to utilize accrued vacation hours. Vacation benefits shall accrue according to the following schedule:

Years of Service	Paid Vacation Hours
1 year, after 2,080 paid hours worked	80 hours
2-3 years, after 4,160 paid hours worked	96 hours
4-5 years, after 8,320 paid hours worked	120 hours
6-7 years, after 12,480 paid hours worked	128 hours
8-9 years, after 16,640 paid hours worked	136 hours
10 or more years, after 20,800 paid hours worked	176 hours
15 or more years, after 31,200 paid hours worked	184 hours

10.2 Annual Vacation Accumulation. An employee can accumulate double his/her annual vacation accrual.

10.3 Granting Vacations. Vacations will be granted in accordance with the request of an employee, subject to the Employer's vacation scheduling policies and provided the time requested is not detrimental to the operation of the hospital.

10.4 Vacation/Termination Pay. Upon resignation, an employee who has been employed for more than six (6) continuous months (or 1,040 hours), providing he/she has given the required number of days notice of resignation, shall be entitled to any accrued unused vacation and/or holiday pay.

10.5 Vacation Pay. The vacation pay shall be the amount which would have been earned had the employee worked during that period at the employee's normal rate of pay.

10.6 Taking Accrued Vacation. Employees after six (6) months, or 1,040 hours, may take accrued vacation subject to the Employer's vacation scheduling policies.

10.7 Vacation Cash Out Option. Eligible employees may choose to cash out up to forty (40) hours of accrued vacation one-time annually between October 1 and October 31 of each calendar year. To be eligible, an employee must submit their request consistent with the Employer's established procedure and have eighty (80) hours of vacation remaining in his/her accrued vacation account after the requested cash out. Employees must request a minimum of sixteen

(16) hours. Accrued vacation will be paid at the employee's normal rate of pay. Employees requesting the cash out of vacation must thereafter have accrued vacation hours available to take previously scheduled, approved vacation.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Leave Requests. 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 granting or denying the request and stating the conditions of the leave of absence, including any conditions upon which the employee will return, shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work.

11.2 Family and Medical Leave Act (FMLA) of 1993. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the previous twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

The 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 a leave of 12 weeks or less. The employee may elect to use any accrued paid time for which the employee is eligible during the leave of absence. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave

FMLA leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in the federal law and shall not be more broadly construed.

Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. Generally, the employee must give at least thirty (30) days' advance notice to the employer of the request for leave when the leave is foreseeable.

11.3 Maternity Leave. An employee who qualifies for Family Medical Leave and takes leave due to a pregnancy or childbirth related disability is entitled to up to twelve additional weeks of leave to care for a newborn. Upon completion of the leave, the employee shall be entitled to return to her former or equivalent position.

11.4 Pregnancy or Childbirth Disability Leave for Employees not qualified under FMLA. In accordance State law, an employee not qualified for FMLA who is disabled due to pregnancy or

childbirth may request and shall be granted a leave of absence for the period of actual physical disability without loss of benefits accrued prior to the date such leave commences. If the employee's absence from work for pregnancy/ childbirth does not exceed the period of actual physical disability, the employee will return to her former or equivalent position.

Medical insurance will be continued while the employee is on such leave for any period of time for which the employee otherwise qualifies for the Employer's short-term disability plan under Article 9, hereinafter referred to as Weekly Indemnity. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and upon return, attesting to the employee's capability to perform the work required of the position

11.5 Health Leave and Return to Work. A leave of absence for health reasons under Article 11.2 may be granted for a period of up to twenty-six weeks, without loss of benefits accrued prior to the date such leave begins, provided however, in the case of a health leave as a result of an on-the-job injury, a leave of absence may be granted for a period up to fifty-two (52) weeks. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to their former or equivalent position. Thereafter for the duration of the twenty-six week leave (up to fifty-two weeks for a leave for an on the job injury), upon requesting return to work, the employee shall be offered the first available opening for which the employee may be qualified by seniority, subject to the requirements of Article 5.1.1. Prior to returning to work, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required for the position.

11.6 Coordination of Leaves. If a particular period of leave qualifies under FMLA or state law, or this Agreement, the leave shall run concurrently.

11.7 Education Leave. Upon request by an employee, up to three (3) days per year of leave with pay shall be granted to full-time employees for attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs, provided the number of employees wishing to attend does not jeopardize the hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualification of the employees which are specifically job related and shall not include any meeting conducted for the purposes relating to labor relations or collective bargaining activities; provided, however, subject to adequate advance notice and staffing requirements, a union designated delegate or officer may use one education leave day annually to attend union-sponsored leadership/delegate training. The Employer will take into consideration the number of employees requesting the same education day for this purpose in approving leave requests.

11.7.1. Educational/Professional Fund. Upon completion of one (1) year of service to the hospital, a regular employee may in writing request funds thirty (30) days prior to leave. Such assistance shall be subject to certification of attendance and/or completion of course. The Employer's grant of funds, if any, will be subject to approval of the study and

budgetary considerations.

11.8 Jury Duty. Regular full and part-time employees who are called to serve on jury duty or required to be a witness in a court proceeding involving Olympic Medical Center shall be compensated by the Employer for the difference between their jury duty/witness pay and their pay lost for regular scheduled hours. Jury pay shall be at the normal rate and such hours shall not count for purposes of overtime.

11.8.1. Employees on evening or night shift shall receive time off equivalent to their jury/witness time or work their regularly scheduled hours, as mutually agreed between the employees and the Supervisor subject to Article 11.8.2.

11.8.2. Employees who are released from jury duty within four (4) hours will be expected to call in to their supervisor and report to work if requested.

11.9 Funeral Leave. Up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours may be granted for a maximum of forty (40) hours when extensive travel (in excess of 400 miles one way) is required to attend a funeral. Time requested for bereavement leave must be taken within ten (10) calendar days of the death of a family member or the funeral of a family member. "Immediate family" shall be defined as a grandparent, parent, spouse, brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister. Documentation may be required by the Employer. The employee is responsible for contacting their supervisor/manager as soon as the need for leave is known in order to obtain approval. Funeral leave shall be pro-rated for part-time employees

11.10 Benefit accrual. Except as provided for in Article 11.11, seniority, vacation, holidays and credit toward longevity steps, do not accrue while an employee is on unpaid leave, or leave reimbursed under Weekly Indemnity.

11.11 Military Leave. Leaves required in order for an employee to maintain status in a military reserve of the United States or in order for an employee to fulfill his/her obligated service in the uniformed services shall be granted in accordance with existing law. Such leave shall not be considered part of the employee's vacation time, unless the employee requests use of vacation. Time missed from scheduled work while an approved military leave will continue to count toward seniority and longevity steps based on the employee's FTE. Upon return from military service, the employee shall be reinstated consistent with the requirements of the Uniformed Service and Re-Employment Rights Act.

11.12 Personal Leave. All full and time-part employees shall be eligible to receive up to five (5) personal days of unpaid personal leave per year, providing sufficient advance notice has been given and providing such leave does not adversely affect patient care/medical center operations.

Except in cases of emergency situations, the time off must be scheduled at least fourteen (14) days in advance.

11.13 Union Leave. Subject to appropriate advance notice and patient care/ scheduling needs, Union leave without pay to attend meetings, conventions, seminars, educational, or any other function called by the Union shall not be unreasonably denied. Upon receipt of at least thirty (30) days notice prior to the deadline for posting work schedules, the Executive Board representative(s) shall be granted reasonable union leave without pay to attend Union Executive Board meetings and District Delegate Assemblies. Consistent with the parties' interest in developing a collaborative and supportive relationship, the representative(s) will work with management to identify appropriate coverage during the leave.

11.13.1 Leave to Assume Position with Union. Effective November 21, 2004, subject to adequate advance notice and supervisor approval, an employee may be granted a leave of absence to assume a position with the union. Contract provisions will not apply during such a leave of absence. A leave of absence may be granted up to six (6) months. An employee returning from leave within twelve (12) weeks shall be reinstated to his/her former position. Employees returning from leave thereafter will be eligible for the next available position for which they are qualified based on seniority, subject to the provisions of Article 5.1.1. Employees who return work after twelve weeks will be limited to a maximum of two weeks vacation (pro-rated for part-time employees) for the six month period following their return, subject to vacation scheduling procedures.

ARTICLE 12 - INSURANCE AND HEALTH

12.1 Group Medical/Dental/Vision Plan. Employees regularly working a .5 FTE to 1.0 FTE shall be covered by the Employer's Group Medical, Dental and Vision Plan at no premium cost to the employee. For employees regularly working a .5 to 1.0 FTE, the Employer shall pay 100% of the premium for a child/children under age 19, or until high school graduation, whichever is later. After age 19 or high school graduation, whichever is later, the Employer's group medical, vision, and dental insurance program is available for the employee to purchase for children up to the age of twenty-three (23). See the Group Medical, Dental and Vision Plan for further details.

12.2 General Health (TB/X Ray). At the time of employment, and annually thereafter if requested by the employee or required by applicable regulation, the Employer shall arrange for an employee to take a TB test at no cost to the employee. In the event of a positive reaction to this test, the Employer will arrange for a chest X ray, and annually thereafter as is required, at no cost to the employee. Said test and X ray shall be performed at the hospital unless they can be performed elsewhere at no cost to the Employer. Employees allergic to the skin test will be given a chest X ray.

12.3 General Health (Blood, Pap Smear, Urine Tests). Each employee shall be entitled to a routine blood examination, pap smear interpretation, mammography for females over the age of thirty-five (35) upon a physician's request (Employer will pay the hospital portion only; the employee is responsible for payment of physician's component), and urinalysis performed annually at the Employer's hospital without cost to the employee.

12.4 Life Insurance. The Employer shall provide a ten thousand dollar (\$10,000) life insurance plan for each full-time eligible employee at no cost to the employee and will pay fifty percent (50%) of the cost for part-time employees assigned a .5 FTE or higher. See Life Insurance Plan for further details.

12.5 Pharmacy Benefit. The Employer shall provide an Employee Pharmacy Benefit through the hospital's pharmacy department for employee prescription purchases at cost plus a reasonable handling fee.

12.6 Modification of Health Insurance. The Employer shall contact and consult with the employees covered by this Agreement prior to modifying its existing health insurance program and shall meet and discuss any modifications to the health insurance with the Union prior to implementation.

ARTICLE 13 - RETIREMENT

13.1 Pension Contribution. The Employer will contribute on behalf of each qualified participant ten percent (10%) of his/her base hourly wage, plus increments, as of December 31st of the prior year in accordance with the Hospital Pension Plan. See 401a Pension Plan for further details.

ARTICLE 14 - WEEKLY INDEMNITY

The Employer shall provide the weekly indemnity plan for eligible employees represented by SEIU District 1199NW in effect as of the date of ratification of this Agreement. The Hospital's weekly indemnity plan shall be incorporated by reference into this Agreement. During the term of this Agreement, there will be no changes to the Weekly Indemnity Plan except by mutual agreement. This agreement does not apply to administrative plan changes. Note: The Weekly Indemnity Plan will be modified as follows: The employee will be eligible for weekly indemnity after twenty-four scheduled hours of missed work because the employee is disabled due to illness (in lieu of the current requirement of three scheduled days of work).

Effective date: For weekly indemnity applications made on or after the effective date of

ratification.

14.1 Proof of Illness. The Employer reserves the right to require reasonable proof of illness. When an employee applies for Weekly Indemnity in conjunction with a leave under Article 11.2 (FMLA), the terms and conditions of the federal law and regulations apply should the Employer question the adequacy of a medical certification; otherwise, the Employer reserves the right to designate the physician to be seen and will pay the costs of the requested exam, including transportation and/or pay for scheduled work missed, where applicable. The Employer will designate a physician in the area of practice/specialty appropriate to the working diagnosis.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

15.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, it may be submitted by using the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

15.2 Step I- Employee, Union Delegate and Immediate Supervisor. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any employee has a grievance, the employee shall first present it in writing and discuss it with his or her immediate supervisor within fourteen (14) calendar days from the date the employee was or reasonably should have been aware a grievance existed. The union delegate shall be present if requested by the employee. The immediate supervisor shall be given seven (7) calendar days to resolve the problem.

15.3 Step II – Employee, Union Delegate and/or Union Representative and Department Director or next level of management. If the matter cannot be resolved informally and it is the employee's desire to proceed further, the employee shall submit written notification of appeal to step II to the Department Director (or next level of management as appropriate) within seven (7) calendar days of the immediate supervisor's decision. The written grievance shall set forth the detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the remedy sought. A conference between the employee (and the Union delegate and/or Union representative, if requested by the employee) and the management representative shall be held within seven (7) calendar days of the receipt of the grievance at this Step. The management representative shall endeavor to resolve the grievance and will respond in writing within seven (7) calendar days of the meeting. The Union may initiate a grievance at Step II if the grievance involves a group of employees and is submitted in writing within fourteen (14) days from the date the employees were or reasonably should have been aware a grievance existed.

15.4 Step III – Administrator or next level of management, Union Delegate and Union Representative. If the matter is not resolved at step II, the grievance shall be referred in writing to the next level of Administration by the grievant or the Union within seven (7) calendar days after receipt of the Step II response. Within ten (10) calendar days of receipt of the written notice, the management representative, the Union delegate, the Union representative and the employee shall meet for the purpose of resolving the grievance. The management representative shall issue a written reply within seven (7) calendar days of the meeting of the parties.

15.5 Step IV – Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days after receipt of the written reply at Step II by the Administrator or

designee. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternate striking names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss.

The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance when specifically reserved in the contract article or within the scope of the management rights language.

Any disputes as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16 - NO STRIKE/NO LOCKOUT

16.1 No Strike/No Lockout. The parties to this Agreement realize that Hospital and other healthcare institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the agreement of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement that, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, non-informational picketing, walkout, slowdown, boycott, or any other interference with operations of the Employer, including any refusal to cross any other labor organization's picket line or any dispute related to any other third party. In the event of a strike by employees in another bargaining unit, employees covered under this agreement shall not be required to perform other than their usual duties.

ARTICLE 17 - GENERAL CONDITION

17.1 Labor-Management Committee. All employees covered by this Agreement shall be called a local unit and the elected representative of the local unit shall be responsible for the processing of grievances. The Employer, jointly with the elected representatives of the employees covered by this Agreement shall establish a Labor-Management Committee to assist with personnel and other mutual problems. The purpose of the Labor-Management Committee is to foster improved communications and effective problem solving between the Employer and the staff. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall meet at least quarterly and shall consist of three (3) representatives of management, and three (3) representatives of the employees covered by this Agreement. A non-employee Union representative may also be an ex officio member of the committee.

17.1.1 Employees shall be compensated at the appropriate rate for all time spent at the Employer's request on hospital committees established by the Employer or this agreement.

17.2 Complete Agreement. 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 parties hereto, for the life 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 referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during the term and that this provision does not in any way impair the function of the Labor-Management Committee.

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

ARTICLE 18 – HEALTH AND SAFETY

18.1 Employer Responsibility. The Employer recognizes its responsibility for maintaining a safe and healthful work place. The Employer shall comply with all Federal, State and local laws applicable to the safety and health of its employees.

18.2 Reporting Unsafe Conditions. Employees are encouraged to report any unsafe working condition(s) to their supervisors. No employee shall be discipline or retaliated against for reporting such conditions.

18.3 Health and Safety Committee. The Employer shall maintain a Health and Safety Committee composed of employee and employer representatives. The purpose of the Committee shall be to investigate safety and health issues and to advise the Employer of education and preventative health measures for the work place and its employees.

18.3.1 Committee Membership. Consistent with applicable Federal and State guidelines, the Committee shall allow for membership representation of employee groups. Broad-based and persistent health and safety concerns of individual employees or employee groups can be addressed to this Committee if they have not be adequately responded to at the work unit level. Committee meetings shall be on paid time. The committee shall include at least one bargaining unit employee appointed by the Union. The committee shall normally meet monthly. Minutes shall be kept, copies of which shall be distributed to all committee members.

18.4 Infectious and Communicable Disease Control. The Employer shall maintain a program of infection and communicable disease control. The Employer shall advise employees when it is know they are exposed to infectious or communicable disease and assist them in taking preventative measures which are consistent with patient/client care responsibilities.

18.5 Hepatitis B Vaccine. At the employee's choice, Hepatitis B vaccine will be made available and HIV testing for employees at risk secondary to needle stick/mucous membrane exposure, at no cost to the employee. After exposure to blood/body fluids, the Employer will continue its practice of following applicable CDC exposure protocols.

18.6 Injuries At Work. In the event an employee sustains an injury while at work which requires medical attention, the Employer will provide emergency medical attention either at the facility or arrange transportation to a suitable medical facility.

18.7 Union Non-liability. The International Union, National Union, Local Union and Union Health and Safety Committee and their officers, employees, and agents shall not be liable for

any work-connected injuries, disabilities or diseases which may be incurred by the employee.

18.8 Product Evaluation Committee. The Union shall designate a representative to the Hospital's product evaluation committee or similar entity responsible for determining which equipment shall be purchased by the Hospital. Criteria for selecting products for use in the work place shall include but not be limited to safety and efficacy for both the patient and the employee. The employee representative on the committee shall be compensated for their meeting and preparation time at the appropriate rate of pay.

18.9 Safer Medical Devices. The Employer will continue to obtain and distribute, at no cost to the employee, products and equipment which promote a healthy and safe work environment, particularly products and equipment to prevent serum exposures to Hepatitis B and Human Immunodeficiency Virus (HIV), including safer medical devices that reduce or eliminate needle stick injuries by providing a barrier between the needle and the employee. The Employer and affected employees shall also evaluate medical and nursing procedures to determine which procedures can be performed without needles in a reasonable and safe manner and shall provide needle less alternatives for such procedures. Cost shall not be the primary factor in determining the use of safer medical devices.

18.10 Exposure Protocol. The Employer shall continue to provide confidential twenty-four (24) hour information on and referral for employees sustaining needle stick injuries or other blood or body fluid exposures. The Employer's post needle stick and body fluid exposure protocol shall meet community standards and Centers for Disease Control (CDC) guidelines.

18.11 Infection Control Update. The Employer shall provide an annual infection control update on paid time for all employees, in accordance with applicable statutes and regulations.

18.12 Security. In order to insure work place security, the Employer shall provide adequate security twenty-four (24) hours seven (7) days a week. The security personnel shall be visible and accessible. Issues and concerns will be reviewed by the Labor Management Committee.

18.13 Latex Free Environment. The Employer shall continue its efforts to provide a latex free work environment as soon as and to the extent that it is technologically feasible and possible. Issues and concerns will be reviewed by the Health and Safety Committee.

18.14 Light Duty. Through its Employee Health Program and/or the Human Resources Department, the Employer will continue to make available modified work opportunities to the extent they exist for employees who are injured or disabled. In the event management is able to create a new temporary bargaining unit position(s) or a temporary assignment to reasonably accommodate one or more of these disabled employees, the Union agrees to waive seniority rights for that position(s). The position will not be posted and the position will be offered to the

disabled employee as appropriate. Issues and concerns will be reviewed by the Labor Management Committee.

ARTICLE 19 - DURATION

19.1 Duration. This Agreement shall be in full force and effect from the first full pay period on or after December 7, 2004 until October 31, 2007. Should either party desire to change, modify or renew this agreement, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Unless mutually agreed otherwise, bargaining shall commence no later than forty-five (45) days prior to the expiration date of the agreement.

19.2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed this _____ day of _____ 2005.

OLYMPIC MEDICAL CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION, DISTRICT 1199NW

Mike Glenn, Chief Executive Officer

Diane Sosne, President

Joyce Cardinal, Chief Operations Officer/
Chief Nursing Officer

Jeff Walker, Organizer

Secretary, Board of Commissioner

Matt Wood, Organizer

Della Scriver

John Aten

Laveta Iredale

William Smith

Mike Wolniewicz

OLYMPIC MEDICAL CENTER
and
SEIU 1199NW

Memorandum of Agreement

Part-time employees who work a combination of innovative and 8-hour shifts:

This Memorandum of understanding is by and between Olympic Medical Center (“Employer”) and SEIU District 1199NW, AFL-CIO (“Union”). This Memorandum of Agreement applies to part-time employees who work a combination of innovative and eight (8)-hour shifts. Except as modified by this Memorandum of Agreement, the collective bargaining agreement between the parties shall remain in full force and effect for all other conditions of employment regarding bargaining unit employees.

The Parties agree as follows: Part-time employees assigned to both innovative and eight (8) hour shifts will be paid overtime for hours worked in excess of any eight-hour shift (pre-assigned, picked up as a trade, or worked at the request of the Employer) and for any eight-hour shift picked up at the request of the Employer, even if the total hours worked does not exceed forty (40) hours in the workweek.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be duly executed this _____ day of _____ 2005.

OLYMPIC MEDICAL CENTER

SERVICE EMPLOYEES INTERNATIONAL
UNION, DISTRICT 1199NW

Mike Glenn, Chief Executive Officer

Diane Sosne, President

April 7, 2005

Jeff Walker, Organizer
District 1199NW
15 South Grady Way #200
Renton, WA 98055

RE: Letter of Understanding

Dear Jeff:

The purpose of this letter is to memorialize the following understandings reached during 2004 negotiations between the Medical Center and District 1199NW for a new Service Unit contract:

1. Regarding employee training assignments: Where, in the Employer's sole discretion, it has determined that it is appropriate to assign an experienced employee to provide intensive training to a newly hired or new transferred employee, the Employer will pay the assigned employee one dollar (\$1.00) per hour over the employee's regularly hourly rate for all hours for which the employee is assigned to train. The Medical Center may first require the employee to attend an education program to enable the employee to be an effective trainer. Attendance at any required educational program for this purpose will be paid as time worked. In contrast to training, orientation generally involves assisting an employee in becoming familiar with their assigned responsibilities, frequently documented through a departmental checklist.
2. Job Vacancies under Article 5.5.1. In recognition of the unique circumstances related to staffing at OMC (such as geographic isolation, limited candidate pool, lack of ready access to agency relief), the parties acknowledge the use of positions with variable shifts and/or FTEs. These positions are established on a limited basis in response to a specific need, e.g., relief or vacation coverage. It is not the intention of the Employer to move the general work force to positions involving a variable FTE or positions that call for the employee to work more than one shift, nor is it the intention of the Employer to establish a variable FTE or position with multiple shifts as the prevalent or dominant type of position(s). The use of either type of position will be voluntary.
3. Former Article 8.5 Minimum Wage. The 2001-2003 collective bargaining agreement contained the following provision:
Article 8.5 Minimum Wage. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

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It is understood and agreed that former Article 8.5 was deleted solely and for the limited purpose of recognizing the re-establishment of a wage scale and longevity increments and for no other purpose.

4. Lead Premium under Article 8.5. Gary Wright and Terry Patton will continue to be paid \$1.05 and \$1.35 respectively for all hours either employee is assigned lead responsibilities.
5. Modifications of Health Insurance under Article 12.6. As a result of discussions during the 2004 negotiations, the Premera plan will change as follows: Insurance for purchase for eligible children after age 19 (or high school graduation) will be at 40% of plan costs per eligible child (\$87.20), as long as the child/children continue to meet the insurance plan's eligibility requirements. Effective with the January 2006 plan year, employee cost share for eligible children will be 45% of play costs not to exceed 8%. Effective January 2007, employee cost share for eligible children will be 50% based on actual plan costs not to exceed 8%. Effective the beginning of the 2006 plan year, the individual/family deductible will be \$200/\$600; the co-insurance maximum will be \$1000/\$1800 (preferred providers) and \$1200/\$2800 (non-preferred providers). For employees regularly working .5 – 1.0 FTE, the cost for spousal coverage shall be shared 45% by the employee and 55% by the Employer. Effective with the January 2007 plan year, cost for spouse coverage shall be shared 50% by the employer and 50% by the Employer; provided however, any increase in employee cost share in either 2006 or 2007 may not exceed eight percent (8%) over the prior year.

Based upon changes to the medical plan arising out of the discussions in the 2004 negotiations, the Medical Center agrees that it will make no other modifications to the medical plan prior to January 1, 2007.

6. Access to Previously Accrued Sick Leave. Sick leave hours accrued in the Employer's records as of the date immediately prior to the effective date of Weekly Indemnity has been frozen and is available for use by employees for those hours not covered by the Weekly Indemnity Plan. Banked sick leave hours will be coordinated with the Weekly Indemnity Plan such that absent hours not covered by the Indemnity Plan will be covered by the employee's banked sick leave hours until exhausted. The following provisions shall apply and remain in effect for each employee until the employee's bank of sick leave hours is exhausted.

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- A. Any payment for time off due to sickness shall be subject to notification of absence, which shall be given to the employee's supervisor/manager at least two hours prior to the first day of absence and subsequent days.
- B. If a full or part-time employee is absent from work due to illness or injury, the Employer shall pay the employee sick leave pay for each scheduled day of absence beginning with the first scheduled day to the extent of the employee's unused sick leave.
- C. The Employer reserves the right to require reasonable written proof of illness.
- D. Sick leave shall be paid at the employee's normal rate of pay. Employees may use accrued unused sick leave to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as provided for under the State Family Care Act. Employees may also use accrued sick leave for necessary time off for doctor/dentist appointments. Employees are responsible for making a reasonable effort to schedule such appointments on non-work time.
- E. Upon termination, employees giving required notice will receive payment of twenty-five percent (25%) of the accrued sick leave days in excess of 240 hours at their base rate of pay.
- F. Upon retirement, employees giving the required notice will receive payment of fifty percent (50%) of the accrued sick leave ban in excess of 240 hours at their base of rate of pay.

Sincerely,

Laura Joshel
Employee Relations Coordinator

Cc: Distribution