

EMPLOYMENT AGREEMENT

By and Between

CASCADE VALLEY HOSPITAL

And

SEIU HEALTHCARE 1199NW

(Professional, Technical, Skilled Maintenance and Service Employees)

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# ARTICLE 1 - RECOGNITION

## 1.1 Preamble.

This Collective Bargaining Agreement ("Agreement") is made and entered into by and between Snohomish County Public Hospital District No. 3, d/b/a Cascade Valley Hospital (the "Employer" or the "Hospital") and SEIU Healthcare 1199NW (the "Union"). The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and other working conditions of employment for the employees covered by this Agreement.

## 1.2 Covered Job Classifications.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and on-call employees in the following job classifications: Acute Care Health Unit Coordinator, Certified Nursing Assistant I, Certified Nursing Assistant II, OR Technician, Surgical Services Assistant I, Surgical Services Assistant II, Anesthesia Technician, Sterile Processing Technician, Lab Assistant; Lab Tech-MLT, Lab Tech ASCP, Diagnostic Support Technician, Ultrasound Technologist, Radiology Technologist I, Radiology Technologist II, Nuclear Medicine Technologist, Pharmacy Technician A, Respiratory Therapy 1, Respiratory Therapy 2, Emergency Room Technician, Patient Services Representative/Hospital, Cook, Dietician, Host/Hostess, Kitchen Assistant I, Kitchen Assistant II, Laundry Distribution Technician, Buyer, Distribution Clerk, Storekeeper, Maintenance Engineer II, Facility Technician, Admitting Representative, Coding Coordinator, Coding Specialist, Coding Specialist-ER, Coding Specialist- Wound Care, MPI Coordinator, Medical Record Specialist, ED Unit Secretary; and EXCLUDING managers, supervisors, confidential employees, all other professional employees, temporary employees, financial employees, business office employees, information technology employees, clinic employees, employees in other bargaining units, and all other employees.

## 1.3 New and Modified Positions.

If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least twenty-one (21) days prior to the implementation of the new or revised position. If the Union requests, within twenty-one (21) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer's proposed rate for any newly created position shall be paid while negotiations proceed.

## 1.4 Bargaining Unit and Employer Policy Regarding Job Title.

It is not the Employer's policy to create jobs or job titles for the purpose of excluding employees covered by this Agreement from the bargaining unit.

## 1.5 Successors

The Employer agrees that if it enters into any agreement with a third party assigning all of the operations covered by the Agreement to that third party, Employer will provide the Union with written proof that it has secured a contractually binding commitment from said third party to (a) offer employment to all bargaining unit members employed at the time of the effective date of the assignment ("bargaining unit") at wages and healthcare benefit levels no worse than those terms and conditions that exist under this Agreement and (b) that any offer of employment by the Third Party Employer is contingent on the bargaining unit member successfully completing standard background and pre-employment screenings (c) that upon written request by the Union within 21 days of the effective date of the assignment, the Third Party Employer will recognize the Union as the bargaining representative of the bargaining unit and bargain over the terms and conditions of a successor labor agreement.

# ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

## 2.1 Membership - Current Employees.

All employees shall, within thirty-one (31) days after hire or the signing of this Agreement, as a condition of employment, become and remain members in good faith and understanding of the Union. Any such employee may, in lieu of maintaining actual membership in the Union, pay to the Union the periodic dues uniformly required as a condition of Union membership.

### 2.1.1 Religious Objection.

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

### 2.1.2 Hold Harmless.

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

### 2.1.3 Notification.

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

## 2.2 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted will be promptly transmitted to the Union by check payable

to its order. The Employer will also provide a roster in Excel format including the employee name, employee ID number, the deduction amount and earnings for the period. 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 identify 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.

## 2.3 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 authorization 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 separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

## 2.4 Bargaining Unit Roster Update.

Upon the signing of this Agreement and quarterly thereafter, the Employer shall provide to the Union a report of bargaining unit new hires and their addresses and a list of all bargaining unit employees who have terminated during the prior quarter.

## 2.5 Non-Discrimination.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against an employee because of the employee's Union membership, or the employee's decision to forego Union membership.

## 2.6 Negotiations.

Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for employees participating in Union negotiations (not to exceed one (1) employee per department/unit), providing the employee notifies the Department/Unit Director as soon as the employee has knowledge of future meeting dates.

# 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, contract compliance, and other matters directly related to the Union's representation of unit employees. Non-employee Union representatives may access employees' lounges, nursing units or other patient care areas only with advance, written approval from the Employer. The Employer agrees that access to non-public areas will not be unreasonably restricted or denied; however, extant patient care needs and other circumstances within the relevant unit(s) will be considered in evaluating any requests) for access to those areas. 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. Nothing in this article shall act to prohibit employees from engaging in discussions about Union matters, to the extent such discussions are permitted by law and Hospital policy.

## 3.2 Officers/Delegates.

The Union shall designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of their selection and their scope of authority. 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. Subject to appropriate advance notice and scheduling requirements, Union Officers, Delegates and Contract Committee members may use PTO or unpaid leave to attend Union-sponsored training in leadership, representation and dispute resolution.

### 3.2.1

When the Employer or an employee calls a delegate, during the delegate's working time, to be present during an investigatory meeting; or when a delegate attends a regular Labor Management Relations Cooperation Committee meeting during the delegate's working time, the delegate will be allowed to return to work after the conclusion of either meeting to work the remainder of their shift.

## 3.3 Bulletin Boards.

The Union shall be permitted to post Union notices relating to general Union activities on existing bulletin boards designated by the Employer on all units and departments. The Union will provide a copy of all posted materials to the Director of Human Resources or designee at the time of posting. All Union postings will conform to established practice by including the date of the posting; only current postings will be allowed (i.e., if the posting advertises an event, the posting will not be considered "current" after the date of the advertised event). Any posting the Employer identifies as outdated can be removed with prior notification to a Union delegate or Union staff.

## 3.4 Meeting Rooms.

In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is coordinated as designated by the Project Coordinator-Administration and space is available.

## 3.5 New Employee Orientation

A Union delegate or designee/officer will be allowed fifteen minutes of unpaid release time at an Employer-designated time during the regularly scheduled general orientation of newly employed bargaining unit employees to introduce employees to the Union and the Union contract.

### 3.6 Printing of Agreement

The Union will pay for printing sufficient copies of this Agreement for distribution by the Union. The Employer will make a meeting room available for Union representatives to distribute copies of this Agreement on a mutually agreeable date and during a mutually agreeable time. The Employer will maintain a link within the employee access section of the Employer's website to an electronic copy of this Agreement.

## ARTICLE 4- DEFINITIONS

### 4.1 Full-Time Employee.

An employee who is regularly scheduled for forty (40) hours a week during a seven (7) consecutive day period, or eighty (80) hours during a fourteen (14) consecutive day period.

### 4.2 Part-Time Employee.

An employee who is regularly scheduled for less than forty (40) hours per week during a seven (7) consecutive day period, or less than eighty (80) hours during a fourteen (14) consecutive day period. Benefit eligibility distinctions may exist between part-time employees based upon their number of regularly scheduled hours of work.

### 4.3 Introductory Period Employee.

An employee who has been hired by the Employer on a full-time, part-time or on-call basis, and who has been continuously employed by the Employer for less than one hundred twenty (120) calendar days or five hundred twenty (520) Lifetime Hours, whichever comes first after date of hire. The Employer may, at its discretion, extend an employee's Introductory Period, provided however that the Introductory Period shall not be extended more than 60 calendar days. Unless specifically advised by the Employer in writing that an extended Introductory Period is needed, the employee shall attain regular status at the end of the Introductory Period. During the Introductory Period, an employee may be terminated without notice or cause and without recourse to the grievance procedure. Introductory Period employees shall not be required to give twenty-one (21) days' notice of intention to terminate.

### 4.4 On-Call Employee.

An employee who does not have a position with an assigned FTE, and who is utilized on an as needed basis when additional work of any nature requires a temporarily augmented work force

or in the event of an emergency or employee absences. On-call employees must be available to be scheduled thirty-two (32) hours per month. On-call employees are paid a wage premium of 15% in lieu of benefits. Provided, however, that on-call employees shall be eligible for standby, callback pay, shift differentials, holiday, and weekend premium pay. On-call employees are not eligible for group insurance or other benefits. On-call employees do not have seniority rights. A full-time or part-time employee who changes to on-call shall retain previously accrued seniority and the benefits in their Major Medical bank pending return to full-time or part-time status. After a return to full-time or part-time status, previously accrued seniority and Major Medical accruals shall be reinstated for wage and benefit eligibility purposes. On-call employees who believe they are working a regular schedule, and who would like to discuss the creation of an FTE for that schedule, will be permitted to bring their concern to the Labor Management Relations Cooperation Committee and have the concern placed on the agenda for the next meeting of that committee.

## 4.5 Lead Employee.

Lead Employees are non-supervisory bargaining unit employees who have, as a condition of their job, enhanced responsibilities relative to their job classification. Discrete examples of lead duties include, but are not limited to, training employees within their job classification, monitoring and reporting on work performed, and preparing and maintaining reports related to administrative matters. Lead Employee is a job designation; lead duties are not tasks assigned or performed on a shift-by-shift basis. Unit employees who occasionally and/or irregularly perform duties that may also be performed by Lead Employees will not be considered Lead Employees within the meaning of this provision.

### 4.5.1

Employees designated as the lead shall receive a differential to address their enhanced responsibilities in addition to the regular wage for their job classification, as determined by the wage scale in Appendix A. Specifically, service and support leads will earn \$1.00 per hour above the regular wage for their respective step for their job classification; technical leads will earn \$1.50 per hour about the regular pay for their respective step for their classification.

## 4.6 Temporary Employee.

A temporary employee is someone hired (or engaged through an agency) on an interim basis for seasonal coverage (e.g., holidays; vacations), to staff projects anticipated to be of limited duration, or to cover positions temporarily vacated by full- or part-time staff due to unanticipated vacancies, authorized leaves of absence or emergency conditions. Unless covering for a bargaining unit employee on an authorized leave of absence, temporary employment generally will not extend beyond nine (9) calendar months. Temporary employees are excluded from the bargaining unit and are not covered by this Agreement.

## 4.7 Preceptor.

At the time a new employee is hired, transferred, or promoted into a bargaining unit position, the manager will assign an experienced employee to orient that new employee. Further, the manager at his/her discretion may assign a preceptor. Based on the new employee's prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer's requirements. The preceptor pay premiums will be \$1 for scheduled assignments. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees as well as training of current employees on procedures, protocols, processes, etc., and such general assistance shall be considered part of the new employee's orientation and shall not be considered precepting within the scope of this provision.

## 4.8 Lifetime Hours.

Lifetime Hours include the following productive and nonproductive hours: straight time hours worked; overtime (or other premium) hours worked; Paid Time Off (PTO) hours used; Major Medical hours used; holiday hours worked; call-off hours; paid Jury Duty; paid Bereavement Leave; and paid hours for attendance at mandatory inservices, department/unit meetings or Labor Management Relations Cooperation Committee (LMRCC) meetings. For purposes of this Agreement and the method of computing accruals of PTO, Major Medical, seniority, and other conditions of employment, except as otherwise provided in this Agreement, a "month" shall be defined as one hundred seventy-three point three (173.3) Lifetime Hours, and "year" shall be defined as two thousand eighty (2080) Lifetime Hours.

## 4.9 Regular Rate of Pay.

The regular rate of pay for purposes of computing overtime pay shall be defined according to the state and federal wage and hour laws.

# ARTICLE 5 EMPLOYMENT PRACTICES

## 5.1 Work Unit Orientation.

The Hospital will provide both a general orientation coordinated by Human Resources and a work unit orientation program for bargaining unit employees related to the department/unit

where the employee is regularly assigned. Work unit orientation may vary by department/unit and job classification, depending upon factors such as job functions, prior experience and established competencies.

#### 5.1.1 Job Descriptions.

The Employer will provide each employee electronic access to his/her job description.

## 5.2 Notice of Resignation.

Regular employees shall be required to give at least twenty-one (21) days' written notice of resignation. Failure to give notice shall result in loss of accrued but unused PTO benefits.

#### 5.2.1 Notice of Termination.

Employees who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or three (3) weeks' pay in lieu thereof, except in cases of discharge for just cause.

## 5.3 Discipline and Discharge.

No full-time or part-time employee who has successfully completed the Introductory Period shall be disciplined or discharged except for cause. "Cause" shall include the concept of progressive and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not apply, however, when the seriousness of the offense requires immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to electronically sign the written disciplinary action for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union officer or delegate during an investigatory meeting which may lead to disciplinary action.

## 5.4 Personnel File.

Personnel records will be maintained by Human Resources for each employee. Information contained in the personnel record will include: employment application and supporting materials; performance appraisals; PARs; licenses; training records; letters of commendation and recognition; and records of disciplinary action. By appointment, employees may inspect their personnel records. Employees will be given the opportunity to provide a written response to any written evaluation, disciplinary actions or other materials included in the personnel file and such contents shall be included in the employee's personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the employee upon request.

5.4.1 Employee Access to Personnel Records. Information retained by the organization will include: 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. Every effort will be made to make all other records available within 72 hours. If records cannot be made available within 72 hours, employees will receive notice of when material will be available and an explanation for the delay. A Human Resources representative will be in attendance for any review. Documentation regarding employment conditions, such as rate of pay, unit, shift, hours of work, reason for termination, change in employment status, and leaves of absence, shall be maintained. Upon request, an employee will be given a copy of any material in the employee's record. Employees may respond in writing to any documents contained in their record.

## 5.5 Evaluations.

Each employee will be provided a job description which will serve as the basis for the employee's performance evaluations. All employees will be evaluated in writing prior to completion of the Introductory Period. Thereafter, written evaluations will occur on an annual basis. Interim evaluations may be conducted as may be required. The evaluation is a tool assessing the skills and competencies of the employee and for improving and recognizing the employee's performance. Bargaining unit employees will be evaluated using the processes and procedures developed and maintained by the Hospital for its workforce generally. Employees will be given electronic access to their evaluation. Employees will be required to sign the evaluation acknowledging receipt. 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.

## 5.6 Job Openings.

When job openings occur within the bargaining unit, seniority shall be the determining factor in filling such vacancies providing skill, competence and ability are considered equal in the opinion of the Employer. In the selection process, the Employer's objective is to select the most highly qualified applicant for the position. "Qualified" shall be defined as the education, training, experience, documented past performance, and other job-related criteria as described in the position job description as determined by the Hospital. Where there is a job classification with multiple levels, like I and II, transfers within the department/unit will be given preference in filling job openings. Notice of job openings shall be posted on the Hospital's website seven (7) days in advance of filling. To be considered for such job opening, an employee must complete an online application through the Hospital's website. To be eligible for transfer, the employee must have successfully completed their Introductory Period (as defined above in 4.3) in their current position and must not be on a written warning or disciplinary probation. The Employer, at its discretion, may waive the requirement to have completed the Introductory Period based on patient care needs. If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a

temporary basis and the employee will be notified as to when he/she will be placed in the position.

#### 5.6.1 Employee Transfers.

Employees shall be required to give at least twenty-one (21) calendar days written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-one (21) day notice period. Employee transfers will occur at the end of the twenty-one (21) day period, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days the employee will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

#### 5.6.2 Department Transfers.

Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. When a position can be filled from within the unit/department, a house-wide posting may be waived by the employer. Units and departments are defined by management. A list of units and departments will be submitted to the Joint Labor Management Cooperation Committee on at least an annual basis.

#### 5.6.3 Post-Transfer Introductory Period.

An employee who obtains a position in a new classification pursuant to Section 6.4 shall serve a ninety (90) day or 520 hour trial period whichever comes first after their start date in his/her new assignment. The employee shall receive an evaluation at the end of the ninety (90) day/520 hour trial period. The trial period may be extended by agreement between the employee and the Employer for a period of up to thirty (30) days/or 130 hours whichever comes first. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to his/her former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.2 (Layoff).

## 5.7 Additional Hours.

Part-time and on-call employees desiring to work additional shifts shall notify the department or unit manager or designee in writing indicating their availability. The Employer retains the right to determine whether such an employee will be scheduled or offered additional shifts considering relative skills necessary or the assignment. The Employer will make a good faith effort to ensure that additional shifts are assigned equitably and on a rotating basis among staff for the duration of the schedule.

# ARTICLE 6 - SENIORITY - LAYOFF - RESTRUCTURE - CALL OFF

## 6.1 Definition.

Hospital seniority shall mean an employee's continuous Lifetime Hours from most recent date of hire. Hospital seniority shall not apply to an employee until completion of the required Introductory Period. Upon satisfactory completion of this Introductory Period, the employee shall be credited with Hospital seniority from most recent date of hire. Lifetime Hours as an employee of the Hospital shall be used to determine PTO, Major Medical, and other benefit accruals. Lifetime Hours in a unit/department ("departmental seniority") shall be used to determine seniority for purposes of layoff, equitable call off rotation, and as a tiebreaker under Section 5.6.

## 6.2 Layoff.

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital for any reason including restructuring. A layoff may also occur if there is a mandatory reduction in scheduled hours, FTEs and/or change of shift. Layoffs shall be by job classification within a department (or if the department is divided into units, within the unit)

based on departmental seniority. In the event of a layoff, the employees) with the least amount of departmental seniority in the affected job classification shall be laid off first providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classifications in the departments or units affected by the layoff. Agency personnel, travelers and Introductory Period employees within the affected department or unit will be released prior to laying off regular full- or part-time employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the job classification affected by a layoff will not be filled during the period beginning with the notice of layoff through the date of the layoff.

#### 6.2.1 Return to Previous Department.

If the employee(s) subject to lay-off had transferred from another department within the previous six (6) months, the employee may return to the previous department, provided that there is an open position for which they are qualified.

If the open position is the same position the employee left, they shall be placed on the step in the wage scale they occupied at the time they transferred. If the open position is different from the position the employee(s) held when they transferred, the employee(s) will be placed on the wage scale based on their relative experience.

#### 6.2.2 Layoff Notice.

Twenty-one days' advance notice of layoff will be given to the Union and to employees subject to layoff (or pay to the employee in lieu thereof, prorated for part-time employees) except for unforeseeable conditions preventing such notice which are beyond the Employer's control. If laid off employees have accrued but unused PTO, it will be paid with the pay day corresponding to their layoff date. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

### 6.3 Recall.

Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Employees on the reinstatement roster are responsible for reviewing posted job openings on a weekly basis. To be considered for the open positions, the employee on the reinstatement roster must apply online and separately notify the Recruitment Coordinator that his/her application was submitted. However, when vacancies occur within such employee's prior job classification, he/she will be reinstated in the reverse order of the layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an eligible employee is offered recall to a position in his/her prior job classification which is not comparable (i.e., different department/ unit, FTE, or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster.

#### 6.3.1 Notification to Employer.

Employees on layoff must keep the Employer notified of a current mailing address and telephone number and respond to the Employer's job offer within seven (7) days following direct contact with the Employer or written notice sent by U.S. Mail with proof of delivery. If the employee fails to do so, the employee's name shall be eliminated from the reinstatement roster and the Employer's recall commitments shall terminate.

#### 6.3.2 On-Call Work.

An employee on the reinstatement roster shall be eligible for on call work. Acceptance of on-call work while on layoff shall not affect the employee's placement on the reinstatement roster.

#### 6.3.3 Vacant Positions.

An employee on the reinstatement roster may apply for a vacant position in a different job classification in the same manner as any other regular employee, pursuant to Sections 5.8 and 6.3.

#### 6.3.4 Employment Status During Layoff.

An employee on the reinstatement roster shall retain his/her previously accrued seniority and Major Medical benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff. Upon reinstatement to a full- or part-time position, the employee shall have previously accrued seniority and Major Medical benefits restored and the employee shall again commence accruing seniority and, where applicable, benefits.

## 6.4 Subcontracting.

The Employer reserves the right to make any and all contracts permitted under law which it, in its sole discretion, deems appropriate. However, the Employer shall not resort to contracting for services as a method of discriminating against the Union. Therefore, the Employer shall not contract for services presently provided by its employees except and only in those instances (1) when it determines that existing operations cannot practically and/or economically continue to be performed by existing employees, or (2) when it determines that a substantial reduction in operating costs can be accomplished. Where provided in the law, prevailing rates shall apply. Further, in order that the Union may be afforded a proper opportunity to respond, the Employer shall notify the Union in writing by certified mail or e-mail at least thirty (30) days in advance of anticipated award of any contract that would reduce, terminate or cause to be laid off any employees covered by this Agreement. Said notice shall state the reason, nature and scope of the proposed contract. Upon request, and within the notice period, the Union shall be granted an opportunity to meet with a responsible Employer representative in order to present their concerns regarding any such proposal to contract service.

## 6.5 Termination.

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same classification, department /unit, FTE and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

## 6.6 Call Off.

Call off is defined as a temporary decline in staffing needs during a work shift in a particular department/unit. During periods of call off, the Employer may first ask for volunteers from those scheduled for the affected shift within the job classification before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate call off equitably using department/unit seniority 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.

### 6.6.1

During periods of call off, employees within a job classification on the affected shift in a department/merit and will be released from work in the following order:

- a. Agency Employees,
- b. Employees working extra shifts above their FTE or "overtime,"
- c. Volunteers,
- d. On-Call Employees,
- e. Full-time and part-time employees (including Introductory Period employees) rotated equitably by shift as provided for in Section 6.5.

## ARTICLE 7 HOURS OF WORK AND OVERTIME

### 7.1 Work Day.

The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half(8½) consecutive hours.

### 7.2 Work Period.

The normal work period shall consist of either forty (40) hours of work within a designated seven (7) day period (the "work week") or eighty (80) hours of work within a designated fourteen (14) consecutive day period (the "8/80 work period"). The normal work period applicable to an employee will be documented upon the employee's PAR form. Normal work periods begin at 12:01 a.m. Sunday and end at midnight on Saturday.

### 7.3 Innovative Work Schedules.

An innovative schedule is defined as a work day or schedule that requires a change, modification or waiver of any provisions of this Agreement. The parties agree that the 10-hour

and 12-hour work schedules, attached as Appendix A and B to this Agreement, are pre-approved innovative work schedules which may be utilized by the Hospital. Other innovative work schedules, however, may be established in writing by mutual agreement between the Hospital and the employee involved. However, prior to the implementation of other innovative work schedules, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where any innovative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour work day (or the work schedule which was in effect immediately prior to the innovative work schedule), after at least two (2) weeks' advance notice to the employee.

## 7.4 Work Schedules.

The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Work schedule changes may occur from time to time, resulting from several causes, such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, call off and/or emergency conditions.

Monthly work schedules shall be posted on or before the twentieth (20th) of the month preceding the next scheduled monthly work period. Requests for days off must be submitted in writing to an employee's department manager/designee no later than the tenth (10th) of the month preceding the month in which the requested days off would occur. Except for emergency conditions involving patient care and call off conditions, individual scheduled hours of work set forth on a posted work schedule may be changed only by mutual consent of the supervisor and employee after posting.

## 7.5 Overtime.

If the employee's normal work period is the forty (40) hour work week system, overtime shall be compensated for at the rate of one and one-half (1½) times the employee's regular rate of pay for time actually worked in excess of forty (40) hours in one work week.

### 7.5.1

For employees on the 8/80 system, overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for time actually worked beyond the normal work day or eighty (80) hours in the fourteen (14) consecutive day work period.

### 7.5.2

Double time will be paid at the employee's base rate of pay to employees on the 8/80 system for consecutive hours actually worked in excess of twelve (12) consecutive hours, once eighty (80) hours have been worked in the fourteen (14) consecutive day work period, and to employees on the forty (40) hour work week system for consecutive

hours actually worked in excess of twelve (12) consecutive hours, once forty (40) hours have already been worked in the workweek.

### 7.5.3

Time paid for but not worked (such as PTO, Major Medical, Jury Duty, Bereavement Leave, standby while on call off, scheduled standby, or paid hours for educational offerings that are not required by the Employer) shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervisor. Rounding of time worked for purposes of computing overtime shall be in accordance with the Hospital's time and attendance system. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½) or double time (2x). Overtime and double time shall not apply to time spent for "educational" purposes that are not required by the Hospital (CE days, education leaves or educational offerings, etc.).

## 7.6 Meal/Rest Periods.

Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees working shifts of more than five (5) hours shall be allowed an unpaid meal period of one-half (½) hour. Employees required by the Employer to remain on the Hospital's premises during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed a paid rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Employees shall immediately contact their supervisor (or designee) in the event they determine that they may be unable to take their meal period or a rest break, so that other arrangements may be made. Subject to prior supervisory approval, meal and/or rest periods may be combined.

## 7.7 Weekends.

Employees in the following job classifications will be paid a premium of one dollar and seventy five cents (\$1.75) per hour for all hours worked on the weekend: Lab Tech ASCP; Lab Tech

MLT; Nuclear Medicine Technologist; OR Technician; Radiology Technologist I and II, Respiratory Therapy 1 and 2; and Ultrasound Technologist. All other employees will be paid a weekend premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on the weekend. The weekend is defined as Friday at 11:00 p.m. to Sunday at 10:59 p.m.

## 7.8 Rest Between Shifts.

In scheduling full- and part-time OR Techs, except for those who are scheduled for call, the Employer will make a good faith effort to schedule each OR Tech with at least twelve (12) hours off duty between shifts. In the event an OR Tech on scheduled call is required to work with less than twelve (12) hours off duty between shifts, all time actually worked within this twelve (12)

hour period shall be at time and one-half. This section shall not apply, however, to OR Techs who trade shifts for their own convenience.

## 7.9 Shift Rotation.

Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without first seeking volunteers. If no one volunteers, the Employer will rotate shifts based on department/unit seniority by job classification on an inverse seniority basis among qualified full- and part-time employees until the staff vacancies are filled.

# ARTICLE 8 - COMPENSATION

## 8.1 Wage Rates.

Employees covered by this Agreement shall be paid in accordance with the wage ranges of job classifications attached as Appendix C to this Agreement, provided, however, that before any wage increase becomes effective, Human Resources must have received required documentation that the employee's required Conditions of Employment were completed.

### 8.1.1 Across-the-Board Increases.

Effective at the beginning of the first full payroll period on or after the effective date of this Agreement, each and every bargaining unit employee covered by this Agreement whose base rate of pay is \$28.99 per hour or less shall receive a 3.5% increase from their current base rate of pay, or a lump sum payment as described in § 8.1.2, below.

Effective at the beginning of the first full payroll period on or after the effective date of this Agreement, each and every bargaining unit employee covered by this Agreement whose base rate of pay is \$29.00 per hour or more shall receive a 2.75% increase from their current base rate of pay, or a lump sum payment as described in § 8.1.2, below.

Effective two months after the anniversary date of ratification (September 2016), all employees not already off the scale would receive a 2 % across-the-board increase.

After the employees receive their 2% increase they would be placed on the scale based on their years of services as described in 8.1.3 below. Employees off the scale would not receive a wage increase, but rather a 2% lump sum based on the previous 12 months of work.

The scale will not change during the life of the contract. Nobody will have their rate of pay reduced as a result of being placed on the scale.

### 8.1.2 Placement on Wage Scale.

Effective at the beginning of the first full payroll period on or after the effective date of this Agreement, and after the across-the-board increase, employees will be placed on the step of the Wage Scale (attached as Appendix C) that is at or just above their new

base rate of pay. If, after the applicable across-the-board increase, an employee's base rate of pay is below the base rate of pay for his or her respective job classification, that employee will be placed at the first step on the Wage Scale for his or her job classification. If an employee's new base rate of pay is less than 2% from the maximum rate of pay for his or her job classification, that employee will have the option of receiving a lump sum payment equal to 2% of his or her annual pay (based on their gross income for the previous year), or being placed at the top step, and receiving the balance of the 2% step increase as a lump sum payment. If an employee's adjusted base rate of pay is at or above the highest step for his or her job classification, that employee shall keep their new rate of pay, and receive a lump sum payment equal to 2% of his or her annual pay (based on their gross income for the previous year).

#### 8.1.3 Placement on Wage Scale Based on Years of Service.

Effective at the beginning of the first full payroll period on or after the first anniversary of the effective date of this Agreement, employees will be placed on the wage scale based on their lifetime hours in their current job classification, relative to their years of service in that position at the Hospital. Accordingly, an employee's lifetime hours in their current job classification will be divided by number of years of service in that position at the Hospital (calculated at 2,080 hours per year) to determine the number of lifetime years in their current position ("lifetime years"). Based on that calculation, employees will be placed on the wage scale at the step closest to their lifetime years.

## 8.2 Pay Administration.

#### 8.2.1 Employees Hired After Effective Date.

The Employer will determine the initial placement on Appendix C of bargaining unit employees hired after the effective date of this Agreement. The Employer may consider relevant factors like education, skills, equivalent experience, length of service and performance in relevant prior jobs, challenges in recruiting particular job classifications, market analyses, and the Employer's finances when making such initial placements of new hires on the wage steps for the applicable job classification.

#### 8.2.2 Date of Implementation.

Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the effective date of this Agreement and any subsequent dates referenced herein.

### 8.3 Wage Premium in Lieu of Benefits - Regular Full-Time and Part-Time Employees ( .5 FTE to 1.0 FTE).

Full-time and part-time benefit-eligible employees (e.g., at least 0.5 FTE) may elect a 15% wage premium in lieu of certain benefits (the "per diem premium"). This election must occur within the first ten (10) days of employment or annually on dates designated by the Employer.

The per diem premium on the base rate of pay shall replace all group insurance benefits and paid leaves (PTO, Major Medical, other forms of paid leave or paid time off), as well as all premium

pay practices except overtime, double time, time and one-half pay for work on recognized holidays, shift differential, callback pay and standby pay.

Employees assigned an FTE of 0.5 FTE to 1.0 FTE who elect to waive the medical insurance as part of the per diem premium election must provide satisfactory written evidence that they are covered by other comprehensive group medical insurance that is approved and recognized by the Employer's group medical insurance program.

When a benefit-eligible employee elects the per diem premium, all previously accrued Major Medical benefits shall be held in reserve pending return to benefit-eligible status. Such employee may use PTO or cash it out by the end of the calendar year in which he/she elected the per diem premium. Previously accrued Major Medical benefits will be reinstated if the employee returns to benefit-eligible status at a future date.

### 8.4 Wage Premium in Lieu of Benefits - On-Call Employees and Part-Time Employees (<0.5 FTE).

Employees who are on-call or who are assigned a part-time FTE of < 0.5 FTE are ineligible for most benefits and they receive 15% wage premium on their base rate of pay in lieu of benefits. This per diem premium on the base rate of pay shall replace all insurance benefits and paid leaves (PTO, Major Medical, other forms of paid leave or paid time off), as well as all premium pay practices except overtime, double time, time and one-half pay for work on recognized holidays, shift differential, callback pay and standby pay.

### 8.5 Change in Job Classification.

An employee promoted or transferred into a new job classification will serve an Introductory Period, and the Employer will determine his/her starting pay in the new job classification, as provided in Section 5.6.1.

## 8.6 Anniversary/Step Increases

For purposes of computing longevity (wage) steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last, and shall be moved to the next higher wage step. The computation for determining steps will begin one (1) month after the first anniversary, all hours worked from that date forward shall count toward longevity steps.

# ARTICLE 9 - OTHER PAY PRACTICES

## 9.1 Shift Differential.

Employees scheduled or assigned to work the second (3:00 p.m. -11:30 p.m.) shift shall be paid a shift differential over their hourly rates of pay in Appendix C. Employees scheduled or assigned to work the third (11:00 p.m. - 7:30 a.m.) shift shall be paid a shift differential over the hourly rates of pay in Appendix C. Employees scheduled or assigned to work day shifts scheduled between 7:00 a.m. and 5:00 p.m. will not receive shift differential for their regularly scheduled shift. However, if such day shift employees work for more than one-half (1/2) hour before 7:00 a.m. or more than one-half (1/2) hour past 5:00 p.m., they will be paid shift differential for actual hours worked in advance of or after their scheduled day shift that otherwise qualify for shift differential.

### 9.1.1

For Lab Tech-MLT and Lab Tech ASCP, Nuclear Medicine Technologists, OR Technicians, Radiology Technologists (I and II), Respiratory Therapy (1 and 2), and Ultrasound Technologists, the evening shift differential shall be one dollar and seventy-five cents (\$1.75) and the night shift differential shall be two dollars and fifty cents (\$2.50).

### 9.1.2

For all other employees, the evening shift differential shall be one dollar and fifty cents (\$1.50) and the night shift differential shall be two dollars and twenty-five cents (\$2.25).

## 9.2 Standby Pay.

The Employer has the right to determine whether, and if so, which employees will be assigned or scheduled for standby duty. Lab Tech-MLT, Lab Tech ASCP, Nuclear Medicine Technologists, OR Technicians, Radiology Technologists (I and II), Respiratory Therapy (1 and 2), and Ultrasound Technologists scheduled in advance for standby or assigned standby status off the Employer's premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour for the first forty-eight (48) hours of standby each monthly pay period;

after forty-eight (48) hours of standby in one monthly pay period, the standby premium for these job classification increases to three dollars and seventy-five cents (\$3.75) per hour for any additional standby hours in the remainder of the monthly pay period. All other employees (except Maintenance Engineers) scheduled in advance for standby or assigned standby status off the Employer's premises shall be compensated at the rate of three dollars (\$3.00) per hour. Maintenance Engineers scheduled in advance for standby or assigned standby status off the Employer's premises shall be compensated at the rate of three dollars (\$3.00) per hour. All employees on standby are expected to respond promptly to calls and return promptly to work when needed (e.g., the employee's normal commuting time). Standby duty shall not be counted as hours worked for purposes of computing overtime, seniority, Lifetime Hours or eligibility for benefits. Standby pay ceases upon the employee's return to work.

## 9.3 Callback Pay.

### 9.3.1 Scheduled Standby General Practices.

Travel time to and from the Employer shall not be considered time worked. If a callback minimum for a job classification is payable at time and one-half, such premium pay shall only apply to those hours actually worked in advance of the start of the scheduled shift, where such employees are called into work in advance of a scheduled shift. Additionally, during any callback minimum, if the employee has one or more patients or tasks to perform, all are included in the original callback minimum. There shall be no pyramiding or duplication of callback pay and an employee shall not be paid twice for the same time. Employees who are called back to work from scheduled standby must keep a detailed record of their actual hours worked during each callback.

### 9.3.2 Technical Employees Scheduled Standby.

If the Hospital schedules Nuclear Medicine Technologists, OR Technicians, Radiology Technologists (I and II), Respiratory Therapy (1 and 2), and Ultrasound Technologists in advance for standby, they will receive a

minimum of three (3) hours of pay at the rate of one and one-half (1½) times the employee's hourly rate, when such employee is called into work from scheduled standby.

### 9.3.3 OR/Surgical Services Scheduled Standby.

If the Hospital schedules Sterile Processing Technician in advance for standby, they will receive a minimum of two (2) hours of pay at the rate of one and one-half (1½) times the employee's hourly rate, when such employee is called into work from scheduled standby. If the Hospital schedules Surgical Services Assistants (I and II) or Patient Services Representative/Hospital in advance for standby, they will be paid for their actual call back hours worked at the appropriate rate, when such employee is called into work from scheduled call.

#### 9.3.4 Maintenance Engineers' Scheduled Standby.

If the Hospital schedules Maintenance Engineers in advance for standby, they will receive a minimum of two (2) hours of pay at the appropriate rate, when such employee is called into work from scheduled standby.

9.3.5 Other Standby. Any other employees called in from standby, including but not limited to employees who are assigned standby due to call off, shall be compensated at the appropriate rate for the hours actually worked.

### 9.4 Multiple Job Classifications.

If an employee is employed in more than one position in different job classifications, the employee will be paid for the hours actually worked in each position in accordance with the applicable wage rate as specified in Appendix C. If such employee's total hours worked exceed the overtime standard, overtime will be calculated on the wage rate in effect at the time the overtime hours were worked. If the combined FTE of the multiple positions qualify the employee to accrue PTO and Major Medical benefits, when such benefits are used they are paid at the primary job's hourly base rate of pay (e.g. the base hourly rate of the position in which the employee has the greatest FTE). For purposes of this section, an employee holds more than one position if he/she holds a separate FTE or on-call status in each position and is separately scheduled for each position.

## ARTICLE 10-HOLIDAYS

### 10.1 Recognized Holidays.

The following holidays are recognized under this Agreement:

- |                         |  |
|-------------------------|--|
| <b>New Year's</b>       | ● December 31st (starting at 15:00 to January 1st at 14:59)  |
| <b>Memorial Day</b>     | ● Last Monday in May (starting at 2300 the Sunday evening before through 23:30 of the holiday)           |
| <b>Independence Day</b> | ● July 4th (starting at 23:00 July 3rd through 23:30 July 4)   |
| <b>Labor Day</b>        | ● First Monday in September (starting at 23:00 the same day evening before through 23:30 of the holiday) |
| <b>Thanksgiving Day</b> | ● Fourth Thursday in November (starting at 2300 the evening before through 2330 of the holiday)          |

## **Christmas**

- December 24 at 0700 to December 25 at 2330

### **10.2 Worked Holiday.**

Employees required to work on a recognized holiday shall be paid at a premium rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked on the recognized holiday; provided, however, employees working in departments/units, which only schedule employees to work Monday through Friday day shifts between the hours of 0700 to 1700, will not be eligible to receive holiday premium pay for the part of their regularly scheduled day shift whenever a recognized holiday begins at 1500; provided, further, however, if such employees work more than one-half(½) hour beyond the scheduled end of such day shift, they will receive the holiday pay premium for such additional hours worked.

### **10.3 Scheduling of Holiday Work.**

Holiday work shall be scheduled by the Employer in accordance with each department/unit's practices.

#### **10.3.1 Priority Scheduling.**

Thanksgiving, Christmas, and New Year's shall be scheduled on a rotational basis. If Thanksgiving, Christmas, or New Year's falls on an employee's scheduled day, and he/she wants that holiday off, he/she must submit an appropriate request in order to be scheduled off that day. Employees who worked the requested holiday the year before will be given priority for scheduling purposes, and the Employer will make a good faith effort to ensure the request is honored.

#### **10.3.2 PTO Payment.**

PTO-eligible employees who work on a recognized holiday may request payment of PTO for the hours they were scheduled to work on a recognized holiday. If an employee is not scheduled to work on a recognized holiday, and the recognized holiday falls on the employee's regularly scheduled shift, a PTO-eligible employee must use available accrued PTO.

## **ARTICLE 11 - PAID TIME OFF (PTO)**

### **11.1 Paid Time Off.**

After successful completion of the Introductory Period, full-time employees, as well as part-time employees with 0.5 to 0.9 FTE, shall be eligible to use Paid Time Off (PTO) benefits. PTO benefits will accrue on a monthly basis by eligible employees computed on all Lifetime Hours

not to exceed two thousand and eighty (2080) hours in a 12 month period. Accrual begins at the eligible employee's date of hire or change to PTO-eligible status. However, PTO may not be used until after successful completion of the Introductory Period. Part-time employees (0.5 FTE to 0.9 FTE) accrue PTO on a prorated basis. The following chart shows the PTO accruals for a full-time employee:

<b>Effective Dates for Accrual Rates (For purposes of PTO, a year is defined at 2080 Lifetime Hours)</b>	<b>Maximum PTO Accruals Per Year</b>
Hire - 2 years	200
3 years	208
4-5 years	248
6-7 years	256
8 years	264
9 years	272
10 years	280
11-12 years	288
13 -14 years	296
15 + years	304

After the Introductory Period, PTO may be used after it is accrued. At least once a year, an employee is encouraged to schedule him/herself to be absent using PTO at least seven (7) consecutive calendar days. No more than the equivalent of one anniversary year's worth of PTO may be accumulated at any one time. After the maximum PTO accrual is accumulated, no further PTO is accrued until the employee has used enough PTO to reduce his/her PTO balance below his/her maximum accumulation. All PTO used must be approved by the employee's Manager or designee. PTO may not be taken before it is actually earned and cannot be cashed out, except as provided in Sections 11.3, 11.4 or 11.5. PTO is paid at the employee's hourly base rate of pay. When PTO is used for personal or family member illness/injury, the Hospital reserves the right to require notification of absence in conformance with department/unit procedures at least two (2) hours in advance of the employee's scheduled shift, and verification of personal and/or family member illness/injury. Employees may be subject to progressive discipline for absenteeism and tardiness when using PTO on an unscheduled basis, in accordance with the Hospital's Attendance Policy and Procedures.

## 11.2 PTO Scheduling.

PTO needs to be scheduled in advance for vacation and other foreseeable personal time off (collectively "vacation") so as to minimize disruption in the Hospital's services. The Employer retains the right to schedule PTO for vacations in such a way as will least interfere with patient care and workload requirements of the Hospital. Employees need to present written requests for vacations as far in advance as is possible. Employees requesting a full week or more off may receive priority over employees requesting individual days off. Late vacation requests shall not

disrupt vacations already approved. Employees will be notified after a vacation request is submitted whether the vacation is approved. Vacations will only be approved based on anticipated accrued PTO for benefit-eligible employees. It is the responsibility of the employee to ensure they have adequate PTO in their bank when the actual vacation time is taken. Employees who accrue PTO may not take vacations without pay. Employees who do not accrue PTO must still request unpaid time off in advance for vacations or other personal reasons, and such requests may not be approved where they prevent the scheduling of PTO use by PTO eligible employees or interfere with patient care and workload requirements of the Hospital. A yearly planning calendar may be provided to each department/unit by December 31st of the preceding year to assist PTO-eligible employees in scheduling their vacations. Criteria for approving vacations for PTO-eligible staff include, but are not limited to: the employee who has had the least vacation in the past twelve (12) months, equitable rotation of vacation time among the department/units' staff, and the employee's departmental seniority, in that order. Employees are expected to consult their department/unit's vacation planning calendar prior to submitting requests. Holiday work schedule rotation takes precedence over PTO vacation scheduling.

### 11.3 PTO Use.

Employees must use available accrued PTO during the first 16 hours they are absent due to personal or family member illness or injury, unless immediate access to Major Medical benefits is allowed under Section 12.4.3. Employees must also use available accrued PTO when taking scheduled time off. However, if the employee has been called off from a scheduled shift and assigned standby of any length, the employee may request to not use PTO. PTO will be paid for call off unless the employee requests on the Exception Log not to use PTO for assigned call off time. Time scheduled off after the schedule is posted must be replaced by the employee with straight time up to his/her FTE. Taking time off without using PTO could affect the employee's eligibility for benefits.

### 11.4 PTO Cash Conversion.

During November of each year, employees may request pay from their PTO account in lieu of time off up to forty-eight (48) hours. To be eligible, the employee must have successfully completed his/her Introductory Period and have a PTO balance of at least 48 hours at the time he/she elects to cash out any PTO. The cash-out shall be at the employee's hourly base rate of pay (less required withholding). Any employee electing to be paid for his/her cashed out PTO in the current calendar year is only paid 90% of the value of the PTO that is elected to be cashed out. Alternatively, from November 1 - December 31 of a current year (year A), eligible employees may request to cash out up to forty-eight (48) hours of PTO that they will earn in the next calendar year (year B). This cash-out is paid at 100% of the employee's base rate of pay at the time of the cash-out (year B), less required withholding. The cash-out will be paid for such PTO in the paycheck at the end of November during the next calendar year (year B).

## 11.5 Payment Upon Termination.

Upon termination, an employee who has successfully completed the Introductory Period and has given a minimum of twenty-one (21) calendar days' notice, shall be paid for accrued but unused PTO.

# ARTICLE 12 - MAJOR MEDICAL

## 12.1 Accumulation.

Major Medical shall be accrued by PTO-eligible employees on a monthly basis, at the maximum rate of four (4) hours per month (forty-eight (48) hours per year) for a full-time employee up to a maximum of five hundred twenty (520) hours (seven hundred twenty (720) for employees hired prior to May 23, 2010). Part-time employees (0.5 FTE to 0.9 FTE) accrue Major Medical on a prorated basis. Major Medical benefits shall accrue from the date of hire, but an eligible employee shall not be entitled to use accrued Major Medical until successful completion of the Introductory Period.

## 12.2 Notification.

Any payment of Major Medical benefits for the time off due to personal or family member illness or injury shall be subject to notification of absence which shall be given to the Employer in conformance with departmental procedures at least two (2) hours in advance of the employee's scheduled shift.

## 12.3 Absence Verification.

The Employer reserves the right to require reasonable written proof of personal or family member illness or injury. Employees using Major Medical benefits on an unscheduled basis may be subject to progressive discipline for absenteeism and/or tardiness in accordance with the Hospital's Attendance Policy and Procedures.

## 12.4 Use of Major Medical.

Major Medical shall be paid at the employee's hourly base rate of pay for an illness, injury or disability due to any cause which has actually incapacitated the employee from working including pregnancy, miscarriage, abortion and childbirth. Major Medical may be used for personal or family member illness in accordance with Washington State Law as detailed in the Employer's Personnel Policies. Major Medical shall be paid at the employee's hourly base rate of pay.

#### 12.4.1 Major Medical Access.

Employees may use Major Medical on the 17th hour of a scheduled/unscheduled absence due to the same injury or illness of themselves or a covered family member.

#### 12.4.2 Employees Who Become Ill During Scheduled PTO.

Employees who become ill during scheduled PTO may use Major Medical on the 17th hour of the same illness with reasonable proof of illness.

#### 12.4.3 Immediate Access of Major Medical.

Employees who are absent due to their own or a family member's one day (or longer) hospitalization due to serious illness or injury, or due to outpatient surgery, may access Major Medical at the beginning of such absence.

### 12.5 Worker's Compensation.

An employee may utilize accrued Major Medical without first using sixteen (16) hours of PTO time when the absence is authorized by a Human Resources designee because of an employee's qualified work injury or occupational illness. In such cases, Major Medical and PTO are used for any absences during the waiting period before worker's compensation time loss benefits are payable, as well as thereafter to cover the difference between worker's compensation time loss benefits and the employee's hourly base rate of pay. If an employee is unable to return to his/her job of injury, but can perform temporary, limited or modified ("Light") Duty as approved by his/her treating physician, the employee may be provided Light Duty and paid at his/her base rate of pay plus any applicable premiums. Time limits for Light Duty are determined by the Hospital on an individual case-by-case basis as determined by state and federal guidelines.

## ARTICLE 13 - GROUP INSURANCE AND OTHER EMPLOYEE BENEFITS

### 13.1 Health Insurance.

Regular full-time and part-time employees (0.5 to 1.0 actual FTE), shall be eligible to participate in the Employer-sponsored group health insurance programs, providing medical, surgical, hospital, vision, and dental insurance benefits, subject to specific plan eligibility requirements. The Employer will annually determine a benefit credit for the employee-only premium for full and part-time employees (0.75 to 1.0 actual FTE) up to the cost of the least expensive plan offered. The employee-only premium for full time and part time employees (0.75 to 1.0 actual FTE) shall not exceed three per cent (3%) of the cost of the least expensive traditional plan (i.e., not a high deductible plan) offered.

The Employer's contribution towards the employee-only premium for eligible part-time employees (0.5 to 0.749 actual FTE) (benefit cost) will be prorated at 50% of the benefit credit for the lowest cost plan. Employees may elect and pay for dependent coverage. If the employee selects a plan other than the least expensive plan offered, any difference between the employee only premium charged and the Hospital's prorated premium contribution towards the lowest cost plan shall also be paid by the employee.

## 13.2 Life Insurance.

Employees who are eligible to and have enrolled in the Hospital's group medical insurance program, may also enroll in a basic group life insurance program.

## 13.3 Retirement and Deferred Compensation Plans.

Employees who meet the eligibility requirements may participate in the Hospital's sponsored Retirement and Deferred Compensation Plans and receive Employer matching contributions, as determined by the plan documents, which the Hospital may maintain on a unilateral basis.

# ARTICLE 14- LEAVES OF ABSENCE

## 14.1 Statutory Leaves.

### 14.1.1

The Hospital will provide eligible employees with the following leaves of absence in accordance with applicable laws:

14.1.1.1 Family Medical Leave (FMLA) (including parental leave).

14.1.1.2 Military Leaves (including military spouse leave).

14.1.1.3 Domestic Violence Leave.

### 14.1.2

Administration of such leaves will be in accordance with the Hospital's policies for those leaves. If the applicable leave law conflicts with the Hospital's leave policy, the former will control.

## 14.2 Non-FMLA Medical Leave.

Employees who are ineligible for FMLA leave, but need time off from work due to their own serious illness or injury may be granted a non-FMLA medical leave. Non-FMLA medical leave is unpaid unless the employee has available PTO and Major Medical (which, if available, must be used during this leave consistent with the PTO and Major Medical sections of this Agreement). Where the employee's condition qualifies as a disability, these leaves will be administered according to general principles of reasonable accommodation. Employees must give notice to and request non-FMLA medical leave promptly from the Human Resources Department.

## 14.3 Personal Leaves of Absence.

The Hospital will provide eligible employees with unpaid personal leaves of absence, including leaves of absence to take a position with the Union, in accordance with the Hospital's policies for such leave in existence at the time the leave is requested.

## 14.4 Bereavement Leaves.

The Hospital will grant eligible employees time off, if requested, from scheduled work in the event of the death of a member of the employee's immediate family, in accordance with the Hospital's policies for such leave in existence at the time the leave is requested.

## 14.5 Jury Duty.

Unless job responsibilities require it, the Hospital will not ask or encourage an employee to be excused from or postpone a call to jury duty. If an employee is required to perform jury duty, the employee will be paid the difference between his/her regular pay and the amount he/she receives from jury duty, excluding travel allowances, up to a maximum of one calendar week. Thereafter, an eligible employee may use PTO. If PTO is exhausted or unavailable, the balance of the jury duty is unpaid.

Night and evening shift employees called to jury duty will be temporarily reassigned to the day shift. Employees who normally work day shifts are expected to work their regular schedule on any day the employee is not required to be present in court. An employee must provide his/her supervisor with a letter or other confirmation from the court clerk indicating the time served and the amount of compensation paid by the court for jury duty.

# ARTICLE 15 - COMMITTEES

## 15.1 Labor Management Relations Cooperation Committee.

The Union and the Employer recognize and jointly agree that it is in the best interests of the community, the employees, the Employer and the Union to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion and resolution of workplace issues and concerns. To help achieve this concept, the parties agree to create a Labor Management Relations Cooperation Committee (LMRCC), as provided by this Article.

### 15.1.1 LMRCC Composition.

The LMRCC shall be comprised of up to five (5) Employer representatives and up to five (5) Union representatives (four (4) of whom must be employees). With mutual agreement, either the Employer or Union may bring other attendees as each party deems necessary to explore appropriate issues.

### 15.1.2 LMRCC Meeting Schedule.

The LMRCC shall meet no more than every two (2) months, or more or less frequently, as mutually agreed. The Committee shall operate under guidance of co-chairs, one (1) to be selected by the Employer and one (1) by the Union. The co chairs shall prepare a common written agenda for each meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue by mutual agreement.

### 15.1.3 LMRCC Function.

The LMRCC is designed to serve as a communications vehicle for the Union, employees and Employer to promote open and positive dialogue on a wide range of issues relating to the workplace. It is advisory in nature. As such it will not discuss individual grievances or complaints, nor will it engage in collective bargaining. Meetings shall run no more than two (2) hours, as necessary, and authorized employee members in attendance during their regularly scheduled work hours shall be compensated for time in attendance. On an annual basis, the LMRCC shall also be consulted for nominees for election to the Employer's Safety Committee.

# ARTICLE 16- STAFF DEVELOPMENT

## 16.1 Education Policy and Training Fund

The Employer will continue its policy of providing employees with the opportunity for individual growth and development. It is the objective of this policy to assist employees in achieving their highest potential of usefulness and personal fulfillment, within the limits of the Employer's economic capabilities and operational needs. Consistent with this policy, consideration shall be given any employee in any classification who requests to attend classes, seminars, workshops or lectures which will enhance the employee's capabilities to perform in his/her current position, or to advance in his/her career at the Hospital.

Employee opportunities should include fundamentals that provide the basis for additional growth and formal education to obtain skills for other positions at the Hospital. In order to further this effort, the Employer will make available to bargaining unit employees, on a first-come, first served basis, a Training Fund to be used for direct training and educational aid for all employees, including to pay directly for non-Hospital instructors for classes held on site, for paid release time upon pre-approval of individual employee participants for programs selected by the Hospital, and for purchase of training and educational programs. The Employer will administer the Training Fund and provide reasonable procedures for selection of participants and programs. However, other aid and/or support described elsewhere in this Agreement including administrative staff salaries and expenses to administer and communicate about the opportunities will not be deducted from the Training Fund.

## 16.2 Inservice Education.

Periodic in-service education programs may be offered with programs posted in advance. The postings will indicate if attendance is voluntary or mandatory. Topics to be offered may be suggested by the LMRCC, and the Union will be entitled to have at least one delegate on the Employer's Education Committee. Employees will coordinate with their supervisor their attendance at an in-service, whether voluntary or mandatory, which is scheduled during their scheduled work day. Mandatory in-service programs will be scheduled in an effort to accommodate varying work schedules.

## 16.3 Job Related Study.

After one (1) year of continuous employment, permission may be granted for an unpaid leave of absence without pay for job related study, without loss of previously accrued benefits, providing such leave does not jeopardize Hospital service. Upon requesting reinstatement, the employee will be offered the first available opening for which the employee is qualified.

## 16.4 Approved Expenses.

When the Employer requires the employee to attend an off-site educational program, the Employer will pay approved expenses that are directly related to the program in accordance with the Hospital's policies and procedures.

# ARTICLE 17 - HEALTH AND SAFETY

## 17.1 Health Testing.

Upon employment, each employee shall be required to have TB skin testing or chest X ray as required by the State of Washington at no cost to the employee. Employees shall be offered rubella, hepatitis B testing or immunization, and flu shot as required by the Washington Department of Health.

## 17.2 Tuberculosis Exposure Control Program.

All employees working in patient care areas will receive TB skin testing at the time of hire at no cost to the employee. Thereafter, the Hospital conducts annual risk assessments to determine the urgency of required subsequent TB testing. In the event of a positive test result, the Hospital will arrange for further testing in accordance with the protocols recommended by the Washington Department of Health at no cost to the employee; provided however, if the employee does not complete the testing and treatment processes per the Hospital's Infection Control Policies, retesting and treatment will be at the employee's expense, absent extenuating circumstances.

## 17.3 Vaccines and Immunizations.

The Employer shall provide vaccines and immunizations against communicable diseases as recommended by the Hospital's Infection Control Committee. If the employee does not complete the series repetition per Hospital policy, re-immunizations will be at the employee's expense unless extenuating circumstances exist.

## 17.4 Health and Safety.

The Hospital remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure.

# ARTICLE 18 - GRIEVANCE PROCEDURE

## 18.1 Grievance.

A "grievance" is defined as an alleged breach by the Employer of the terms and conditions of this Agreement. If a grievance arises during the term of this Agreement, it shall be processed through the procedure in this Article. Any time limits specified in this Article may only be extended by mutual written consent between the Union and the Employer. If a grievant does not comply with time limitations noted in this Article, this shall operate to make a grievance null and void. If the Employer does not comply with any time constraints in this Article, the grievant shall be entitled to proceed to the next step of the grievance procedure.

## 18.2 Grievant.

Either an employee(s) or the Union may grieve under this Agreement. While an employee's grievance must be processed through Steps I through III of the procedure, the Union may institute a group grievance at Step II of the grievance procedure within fourteen (14) calendar days from the date the Union became aware (or reasonably should have become aware) that a group grievance existed.

## 18.3 Grievance Procedure.

It is the desire of the parties that grievances should be settled informally whenever possible, and this should normally occur at the first level of supervision. If informal measures do not resolve a grievance, it shall be processed by employees and the Union, as follows:

### 18.3.1 Step I: Employee - Department Director.

If an employee has a grievance, the employee shall first present the grievance in writing to the Department Director (or designee) within fourteen (14) calendar days from the date the employee became aware (or reasonably should have become aware) that the grievance existed. The written grievance must contain a description of the alleged problem, including the provision in the contract alleged to have been violated, the date it occurred, and the remedy desired by the grievant. The Department Director (or designee) and Hospital Human Resources Staff shall have fourteen (14) calendar days to meet and seek to resolve the matter with the employee (and a Union Delegate, if requested by the employee). After such Step I meeting, the Department Director (or designee) shall have fourteen (14) calendar days to issue a written Step I reply.

### 18.3.2 Step II: Employee -Assistant Administrator.

If the matter is not resolved to the employee's satisfaction in Step I, the employee is required to appeal the grievance in writing and shall present the written grievance to the employee's Assistant Administrator (or designee) within fourteen (14) calendar days of the Department Director (or designee) Step I written reply. The Step II grievance must contain a description of the alleged problem, including the provision in the contract alleged to have been violated, the date it occurred, and the remedy desired by the grievant. A conference between the employee (and a Union Delegate and/or Union Representative, if requested by the employee) and the Assistant Administrator (or designee and Hospital Human Resources Staff) shall be held within fourteen (14) calendar days of receipt of the Step II grievance. After such Step II meeting, the Assistant Administrator (or designee) shall have fourteen (14) calendar days to issue a written Step II reply.

#### 18.3.3 Step III: Employee - CEO.

If the matter is not resolved in Step II to the employee's satisfaction, the grievance may be referred in writing to the Hospital's CEO (or designee) by a Union Representative within fourteen (14) calendar days after the Step II written reply. The written Step III grievance must contain an updated description of the alleged problem, all provisions of the contract allegedly violated, dates of the alleged violations and remedies sought. A conference between the employee and the CEO (or designee), and others as desired by either party (i.e., Union Delegate, Union Representative, Hospital Human Resources Staff, and/or other Hospital Management) shall be held within fourteen (14) calendar days of receipt of the Step III grievance. After such Step III meeting, the Administrator (or designee) shall have fourteen (14) calendar days to issue a written Step III reply.

#### 18.3.4 Step N: Arbitration.

If the grievance is not settled at the Step III level, the matter may be submitted in writing to arbitration by the Union. Such referral to arbitration must be within fourteen (14) calendar days after the grievant's receipt of the CEO's (or designee) decision in Step III.

## 18.4 Arbitrator Selection.

If the Union refers a matter to arbitration, the Employer and Union shall discuss the situation and attempt to agree on an Arbitrator. If within fourteen (14) calendar days they are unable to mutually select an Arbitrator, then either party may request a list from the Federal Mediation & Conciliation Service (FMCS) for seven (7) Arbitrators who hear cases in Washington State and who reside in Washington. On receipt of a list from FMCS, and, after the parties have reviewed the various Arbitrators, the parties shall toss a coin to determine first "strike" of an Arbitrator, and rotate thereafter. The person whose name remains at the end of the striking process shall be the Arbitrator.

## 18.5 Arbitrator Authority.

The Arbitrator's decision shall be final and binding on all parties and must be in compliance with local, state or federal law and regulation, which supersede this Agreement. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but the Arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they apply to the specific facts on the issue in dispute. The Arbitrator may not award punitive damages. The Arbitrator may not substitute the Arbitrator's own judgment for the Employer.

## 18.6 Arbitrator Expenses.

Each party shall bear one-half (1/2) of the fee of the Arbitrator, and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, including each party being responsible for its own attorneys' fees and costs in any and all cases, and neither party shall be responsible for the expense of witnesses called by the other party.

# ARTICLE 19 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient 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 select and hire employees; to require standards of performance and to maintain order and efficiency; to direct employees and to determine job descriptions, job assignments and working schedules; to determine minimum and preferred qualifications for job classifications; to determine job functions and job descriptions; 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 promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital in accordance with such policies and procedures as it from time to time shall determine.

## ARTICLE 20 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate discipline, including possible discharge. The Employer agrees that during this same time period, there shall be no lockouts.

## ARTICLE 21 - GENERAL PROVISIONS

### 21.1 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 immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

### 21.2 Amendments.

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

### 21.3 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 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 staff in advance of the change.

## 21.4 Complete Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement each party 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.

# APPENDIX A

## 10-HOUR SHIFTS

1. The normal work day shall consist often (10) consecutive hours work plus 2 fifteen (15) minute paid rest breaks and one (1) unpaid meal period of one-half (1/2) hour.
2. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in one work week.
4. If an employee has already worked more than forty (40) hours in one work week, and works more than four (4) consecutive hours beyond the end of their normal 10-hour shift, all additional consecutive hours worked following fourteen (14) consecutive hours worked shall be paid at the rate of double (2X) the employee's base rate of pay.
5. 10-hour shift employees scheduled to work on a recognized holiday will be paid at time and one-half (1 ½) for all hours worked on the recognized holiday. Holiday premium pay shall be paid only for those hours worked on the recognized holiday as defined in Section 10.1.
6. A PTO-eligible employee working 10-hour shifts, who would usually be scheduled to work but was scheduled off on a recognized holiday, must use ten (10) hours of accrued PTO for the unworked recognized holiday.
7. PTO and Major Medical shall be used by 10-hour shift employees in 10 hour increments, to cover other full-day work absences, whether scheduled or unscheduled, to the extent accrued and applicable to the reason for the absence.
8. A 10-hour shift employee will be paid shift differential for actual hours worked on the evening or night shifts as defined in Section 9.1, and the weekend premium for actual hours worked on the weekend as defined in Section 7.7.
9. A 10-hour shift employee will be compensated for attendance at an Employer-required off-site education programs for eight (8) hours at their base rate of pay for each calendar day he/she is attending such an off-site education program.
10. A 10-hour shift employee will be compensated for approved bereavement leave in accordance with the Hospital's bereavement leave policy.

11. A 10-hour shift employee shall be compensated up to a maximum of forty (40) hours per full calendar week of jury duty at the employee's base rate of pay. If the 10-hour shift employee is not required to serve on a jury for the entire work week, he/she will be compensated for each day of jury duty at 8 hours at his/her base rate of pay.

# APPENDIX B

## 12-HOUR SHIFTS

1. The normal work day shall consist of twelve (12) consecutive hours work plus 3 fifteen (15) minute paid rest breaks and one (1) unpaid meal period of one-half (1/2) hour.
2. Employees who work 12-hour shifts expressly agree to waive their second one-half (1/2) hour unpaid meal period.
3. The normal work week shall consist of thirty-six (36) hours of work (three 12-hour shifts) within a seven (7) day period.
4. Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in one work week.
5. If an employee has already worked more than forty (40) hours in one work week and works more than four (4) consecutive hours beyond the end of their normal 12-hour shift, all additional consecutive hours worked following sixteen (16) consecutive hours worked shall be paid at the rate of double (2X) the employee's base rate of pay.
6. 12-hour shift employees scheduled to work on a recognized holiday will be paid at time and one-half (1 ½) for all hours worked on the recognized holiday. Holiday premium pay shall be only for those hours worked on the recognized holiday as defined in Section 10.1.
7. A PTO-eligible employee working 12-hour shifts who would normally be scheduled to work but was scheduled off on a recognized holiday must use twelve(12) hours of accrued PTO for the unworked recognized holiday.
8. PTO and Major Medical shall be used by 12-hour shift employees in 12 hour increments to cover other full day work absences, whether scheduled or unscheduled, to the extent accrued and applicable to the reason for the absence.
9. A 12-hour shift employee will be paid shift differential for actual hours worked the evening or night shifts as defined in Section 9.1, and the weekend premium for actual hours worked on the weekend as defined in Section 7.7.
10. A 12-hour shift employee will be compensated for attendance at Employer-required off site education programs for eight (8) hours at their base rate of pay for each calendar day he/she is attending such an off-site education program.

11. A 12-hour shift employee will be compensated for approved bereavement leave in accordance with the Hospital's bereavement leave policy.
  
12. A 12-hour shift employee shall be compensated up to a maximum of forty (40) hours per full calendar week of jury duty at the employee's base rate of pay. If the 12-hour shift employee is not required to serve on a jury for the entire work week, he/she will be compensated for each day of jury duty at eight (8) hours at his/her base rate of pay.

# APPENDIX C

## Wage Rates

[Click here to see Wage Rates.](#)

# APPENDIX D

## MEMORANDUM OF UNDERSTANDING Coinsurance Reimbursement

For the period March 1, 2015, through the date this Agreement is ratified, Bargaining Unit employees shall be made whole for any unpaid coinsurance for services consumed by the employee and/or their dependents covered by the Employer's health plan at Cascade Valley Hospital and/or Surgery Center.

For purposes of this MOU, coinsurance payments are defined as 50% of the employee's cost share, excluding deductibles and Emergency Department co-pay.

Requests for reimbursement under this MOU must include a copy of the relevant Explanation of Benefits (EOB), and must be submitted to Iola Barnett, Assistant Administrator of Business and Environmental Services, within 30 days of ratification or within 30 days of the process date of the EOB, whichever is later.



