

AGREEMENT

By and Between

OLYMPIC MEDICAL CENTER

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
HEALTHCARE 1199NW**

(SERVICE and DIETARY)

Table of Contents

PREAMBLE	8
ARTICLE 1 - RECOGNITION	8
1.1 Scope of Unit.	8
1.2 Accretion.	9
ARTICLE 2 - UNION MEMBERSHIP & DUES DEDUCTIONS	9
2.1 Union Shop.	9
2.2 Union Shop Enforcement.	9
2.3 Dues Deduction.	9
2.4 Notification of Membership.	10
2.4.1 Availability of Information.	10
2.5 Union Officers/Delegates.	10
2.5.1	11
2.5.2	11
2.6 Union Access.	11
2.7 Bulletin Boards.	11
2.8 Meeting Space.	11
2.9 Contract Distribution/Union Orientation.	11
2.10 Negotiations Release Time.	12
2.11 Voluntary Political Action Fund Deduction.	12
ARTICLE 3 - MANAGEMENT RIGHTS	12
ARTICLE 4 - DEFINITIONS	13
4.1 Probationary Employee.	13
4.2 Regular Employee.	13
4.3 Regular Full Time Employees.	13
4.4 Regular Part Time Employees.	13
4.5 Temporary and Per Diem Employees.	14
4.5.1 Temporary Employees.	14
4.5.2 Per Diem Employees.	14
4.6 Month and Year.	14
4.7 Regular Paid Hours.	14
4.8 Normal Rate.	15
4.9 Regular Rate.	15
4.10 On Call (Standby).	15
ARTICLE 5 - SENIORITY	15
5.1 Seniority Defined.	15

5.2 Seniority Application.	15
5.2.1 Termination of Seniority.	16
5.3 Layoff.	16
5.4 Layoff Notice.	16
5.4.1 Hold on Open Positions.	16
5.4.2 Order of Layoff.	16
5.4.3 Options for Employees Subject to Layoff.	16
5.4.4 Recall Rights.	17
5.4.5 Notification to Employer.	18
5.4.6 Termination of Recall Rights.	18
5.4.6.1 Definition of Comparable Position.	18
5.4.7 Reassignment of remaining positions.	19
5.5 Department Merger, Division and/or Restructure—Definition.	19
5.5.1 Reassignment Process for Unit/Department Merger, Division and/or Restructure.	19
5.5.2 Options for Employees Subject to Layoff as a Result of a Unit/Department Merger, Division or Restructure.	20
5.6 Job Vacancies.	20
5.6.1 Job Vacancies/Posting.	20
5.6.2 Transfer Eligibility.	20
5.7 Change in FTE Status.	20
5.8 Cancel Time.	21
5.8.1 Call Off.	21
5.8.2 Use of Accrued Paid Time Off.	21
5.8.3 Limitation on Call Off.	21
5.8.4 Effect of Five Complete Rotations.	22
5.8.5 Standby During Cancel Time.	22
ARTICLE 6 - EMPLOYMENT PRACTICES	22
6.1 Notice of Resignation.	22
6.2 Discipline and Discharge.	22
6.3 Unemployment Compensation.	23
6.4 Job Description.	23
6.5 Restrooms and Lockers.	23
6.6 Additional Hours.	23
6.6.1 Work Schedule Posting.	23
6.6.2 Scheduling of Per Diem Employees.	24
6.6.3 Increased FTE.	24
6.7 Nondiscrimination.	24
6.8	24
6.9 Re-Employment.	24

6.10 Orientation and Training.	25
ARTICLE 7 - HOURS OF WORK	25
7.1 Normal Work Week/Work Day.	25
7.2 Innovative Schedules.	25
7.3 Overtime System.	25
7.3.1 Mandatory Overtime.	26
7.3.2 Overtime Purposes.	26
7.4 Overtime Compensation.	26
7.4.1 Work On Scheduled Day Off.	26
7.5 Calculation.	26
7.6 Time/Pyramid Restrictions.	26
7.7 Meal and Rest Periods.	27
7.8 Reporting Pay.	27
7.9 Weekends.	27
7.10 Call Back.	27
7.11 Call-in.	27
ARTICLE 8 - COMPENSATION	28
8.1 Wage Rates.	28
8.2 Shift Differential.	29
8.2.1	29
8.3 On Call (Standby).	29
8.4 Lead.	29
8.5 Twelve Hour Rest Period.	29
8.6 Recognition for Past Experience.	30
8.7 Promotions.	30
8.8 Per Diem/Temporary.	30
8.9 Weekend Premium.	30
8.10 Work in Higher Paying Classification.	30
ARTICLE 9 - HOLIDAYS	31
9.1 Recognized Holidays.	31
9.2 Work on a Holiday.	31
9.3 Holiday Pay for Full-time Employees.	31
9.4 Eligibility.	32
9.5 Part Time Employees.	32
ARTICLE 10 - VACATIONS	32
10.1 Vacation Rates.	32
10.1.1	32

10.1.2 Vacation benefits for Dietary Employees	34
10.2 Annual Vacation Accumulation.	34
10.3 Vacation Scheduling and Requests for Holidays Off.	34
10.4 Vacation/Termination Pay.	35
10.5 Vacation Pay.	35
ARTICLE 11 - LEAVES OF ABSENCE	35
11.1 Leave Requests.	35
11.2 Family and Medical Leave Act (FMLA).	35
11.3 Maternity Leave.	36
11.4 Pregnancy or Childbirth Disability Leave for Employees not qualified under FMLA.	36
11.5 Health Leave and Return to Work.	36
11.6 Coordination of Leaves.	37
11.7 Education Leave.	37
11.7.1 Educational/Professional Fund.	37
11.8 Jury Duty.	37
11.8.1	37
11.8.2	37
11.9	38
11.10 Benefit accrual.	38
11.11 Military Leave.	38
11.12 Personal Leave. A	38
11.13 Union Leave.	39
11.13.1 Leave to Assume Position with Union.	39
ARTICLE 12 - INSURANCE AND HEALTH	39
12.1 Group Medical/Dental/Vision Plan.	39
12.1.1 PEBB – Mandated Surcharge.	40
12.2 General Health (TB/X-Ray).	40
12.3 General Health (Blood, Pap Smear, Urine Tests).	40
12.4 Life Insurance.	41
12.5 Pharmacy Benefit.	41
12.6 Modification of Health Insurance.	41
ARTICLE 13 - RETIREMENT	41
ARTICLE 14 - SHORT TERM DISABILITY/NOTIFICATION OF ABSENCE	41
14.1 Proof of Illness.	42
ARTICLE 15 - GRIEVANCE AND ARBITRATION	43
15.1 Definition.	43

15.3 Step II - Employee, Union Delegate and/or Union Representative and Department Director or next level of management.	43
15.4 Step III – Administrator or next level of management, Union Delegate and Union Representative.	44
15.5 Step IV – Arbitration.	44
ARTICLE 16 - NO STRIKE/NO LOCKOUT	45
16.1 No Strike/No Lockout.	45
ARTICLE 17 - GENERAL CONDITION	45
17.1 Labor-Management Committee.	45
17.1.1	45
17.2 Complete Agreement.	47
17.3 Past Practices.	47
17.4 Separability.	47
ARTICLE 18 – HEALTH AND SAFETY	48
18.1 Employer Responsibility.	48
18.2 Reporting Unsafe Conditions.	48
18.3 Health and Safety Committee.	48
18.3.1 Committee Membership.	48
18.5 Hepatitis B Vaccine.	48
18.6 Injuries At Work.	49
18.7 Union Non-liability.	49
18.8 Product Evaluation Committee.	49
18.9 Safer Medical Devices.	49
18.10 Exposure Protocol.	49
18.12 Security.	50
18.13 Latex Free Environment.	50
18.14 Light Duty.	50
ARTICLE 19—CAREER AND TRAINING FUNDS	50
19.1 Career and Training Funds.	50
ARTICLE 20 - DURATION	51
20.1 Duration.	51
WAGE SCALES	52
Click here to see your wage scale.	52
MEMORANDUM OF AGREEMENT – ONE	53
MEMORANDUM OF UNDERSTANDING TWO	54
SUCCESSOR	54

MEMORANDUM OF UNDERSTANDING--THREE	55
REST BREAKS	55
MEMORANDUM OF UNDERSTANDING – FOUR	56
FOOD SERVICE AIDE POSITION BACKGROUND	56
LETTER OF UNDERSTANDING– ONE	58
LETTER OF UNDERSTANDING - TWO	60
LETTER OF UNDERSTANDING THREE	63

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

PREAMBLE

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

ARTICLE 1 - RECOGNITION

1.1 Scope of Unit.

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

1.2 Accretion.

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

ARTICLE 2 - UNION MEMBERSHIP & DUES DEDUCTIONS

2.1 Union Shop.

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a

condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

2.2 Union Shop Enforcement.

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

2.3 Dues Deduction.

During the term of this Agreement, the Hospital shall deduct dues and an initiation fee from the pay of those employees covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check, payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues do hereby undertake to indemnify and hold the Hospital harmless from all claims, demands, suites or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee. Within four months of the date of ratification of this Agreement, when such dues are sent to the Union, the Employer will also electronically provide to the Union an "excel format" list of all employees using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period and year-to-date, gross earnings by pay period and year-to-date and hours compensated at their regular (or overtime) rate of pay per pay period.

2.4 Notification of Membership.

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

Name, date of hire, address, social security number, job title, shift, FTE status, department, union seniority date, pay rate, life-to-date benefit hours, termination date, monthly and year-to-date dues withheld.

The Union recognizes and agrees that employee social security numbers and addresses are private and will be used for representational purposes only. The Union will take reasonable steps to safeguard this information and to ensure against improper disclosure.

2.4.1 Availability of Information.

The Employer shall make available to Union representatives, upon written request to the Administrator or Assistant Administrator, payroll records of hours worked and wages paid as required by law. This list shall be furnished within ten (10) days of such request.

2.5 Union Officers/Delegates.

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

2.5.1

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

2.5.2

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

2.6 Union Access.

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

2.7 Bulletin Boards.

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

2.8 Meeting Space.

The Union may use designated meeting rooms of the Employer for meetings of the local unit, with or without union staff present, provided sufficient advance request is made in accordance with Medical Center policies and procedures and space is available.

2.9 Contract Distribution/Union Orientation.

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

2.10 Negotiations Release Time.

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

2.11 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance of and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless

from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

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

ARTICLE 3 - MANAGEMENT RIGHTS

The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve or lay-off the employees from duty because of lack of work; the right to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement or exercised in an arbitrary or capricious manner. However, nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.1 Probationary Employee.

The first 520 regular paid worked hours of employment, including overtime, but excluding call back, standby or other related premium pay, shall be considered a probationary period unless extended by the Employer; provided; however, in no case shall the initial probationary period exceed six (6) months. Upon successful completion of the probationary period, a new employee shall be considered a regular employee. The employee will be notified in writing of any extension of the probationary period. No benefits shall be forthcoming if the probationary employee terminates or is terminated during the probationary period. During the probationary

period, an employee shall be subject to dismissal without cause and without recourse to the grievance procedure.

4.2 Regular Employee.

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

4.3 Regular Full Time Employees.

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

4.4 Regular Part Time Employees.

Regular part-time employees are those employees regularly scheduled to work less than forty (40) hours within a seven (7) day period, or less than eighty (80) hours within a fourteen (14) day period. Vacation and holidays will accrue on a pro rata basis according to the number of regular paid hours as defined in Article 4.7 Other benefits are pro-rated as provided for in this Agreement.

4.5 Temporary and Per Diem Employees.

4.5.1 Temporary Employees.

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

4.5.2 Per Diem Employees.

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

- A. vacation coverage
- B. medical leave (i.e., time loss injury, maternity leave, etc.)
- C. coverage for other authorized leaves of absence,

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

Per diem employees do not accrue seniority and are not eligible for any benefits. Per diem employees receive a premium in lieu of all benefits as provided for in Article 8.8.

A regular full or part-time employee who changes to per diem status shall have previously accrued seniority reinstated if the employee returns to a regular full or part-time position within twelve (12) calendar months of becoming a per diem employee.

4.6 Month and Year.

A month is defined as 173.3 regular paid hours. A year is defined as 2,080 regular paid hours.

4.7 Regular Paid Hours.

Those hours for which an employee receives straight-time compensation, including straight-time hours worked and such other paid hours that compensate for scheduled straight-time missed, such as vacation, jury duty, funeral leave, and cancel time under Article 5.6. This excludes overtime hours, call-back hours, stand-by hours and all other hours.

4.8 Normal Rate.

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

4.9 Regular Rate.

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

4.10 On Call (Standby).

The hours an employee may be required to be available for work when the employee is placed on low census (convenience hours) from the employee's regular shift. On call (standby) also includes a shift an employee is required to be available for a call to work.

ARTICLE 5 - SENIORITY

5.1 Seniority Defined.

Seniority means a regular employee's length of serviced based on regular paid hours as defined in Article 4.7 within this bargaining unit from the most recent date of hire in a regular position.

Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority and benefit eligibility from the most recent date of hire in a regular position.

5.2 Seniority Application.

Seniority shall be the determining factor in selection of employees for layoff, recall from layoff, reassignment of positions remaining as a result of a layoff, transfers, shift changes and promotions to open positions, providing skills, ability, experience, performance and/or quality of work are substantially equal in the opinion of the Employer. The Employer shall determine the qualifications, skills, ability and competency of its employees, and such determinations shall be reasonably and fairly made.

5.2.1 Termination of Seniority.

Seniority shall terminate and all rights to employment under this Agreement shall cease upon the occurrences:

- A. Resignation.
- B. Retirement.
- C. Discharge for just cause.
- D. Absence from work for three (3) consecutive work days without calling in,
 - a. except when an emergency situation prevents the employee from calling.
- E. Failure to return to work at the expiration of a leave of absence.
- F. After more than twelve consecutive months on the recall roster under Article 5.4 (excluding relief hours worked pursuant to Article 5.4.3 or other grounds for termination of recall rights under Article 5.4.4.

5.3 Layoff.

Layoff is defined as a permanent or prolonged reduction in the number of positions within a job classification in a department or work unit.

5.4 Layoff Notice.

Employees and the Union shall be given thirty (30) calendar days' notice of impending layoff. Representatives of the Union and the Employer will meet upon request of either party but such meeting, if requested, shall not delay the implementation of the layoff process or related Employer notices. In the event of a layoff, a seniority roster will be sent to the Union.

5.4.1 Hold on Open Positions.

During the 30 day notice period, the Employer will hold open (vacant) positions in the bargaining unit requiring comparable skills.

5.4.2 Order of Layoff.

Subject to Article 5.2, the order of layoff shall be:

1. Volunteers
2. Probationary employees
3. Regular employees (by seniority) as defined in Article 5.1 of this Agreement.

5.4.3 Options for Employees Subject to Layoff.

Employees subject to layoff shall have the following options that will be offered in order of seniority consistent with Article 5.2:

1. Reassignment to a vacant position in the bargaining unit for which the employee may be qualified after any appropriate internal intra-departmental transfers under Article 5.5.1, provided however, that intradepartmental transfers will be limited to regular employees. In the event an employee accepts reassignment to a vacant position in a different job classification, the employee will be placed at that step of the pay scale closest to the employee's current rate of pay.

Determination of current qualifications for a vacant position. An employee will be considered qualified for reassignment to a vacant position in another job classification within the bargaining unit if, in the Employer's opinion, the employee possesses the requisite skills and experience to perform the essential functions or could acquire the same with no more than forty (40) hours of orientation and otherwise meets any qualifications that are a condition of employment.

2. In the case of job classifications utilized in multiple departments, the position of the least senior employee in their job classification, providing the employee possesses the requisite skills and experience to perform the essential functions of the position and could become oriented with no more than forty (40) hours of orientation.

If the employee who accepts reassignment to a vacant position in the bargaining unit (under option number 1 above) or displaces the least senior employees in their job classification (under option number 2 above) has not achieved a satisfactory level of performance in the judgment of the Employer based on established criteria, upon conclusion of the 40 hours of orientation, the employee will be subject to layoff without further notice and placed on the recall roster.

Note: As of the effective date of this Agreement, the following classifications are utilized across multiple departments: Patient Care Aide (PCA), CNA, and Unit Secretary.

3. Recall rights under Article 5.4.4.

5.4.4 Recall Rights.

Employees on the recall roster will be offered available relief hours in their job classification, such as coverage for vacation, leaves of absences, temporary increases to census and

unscheduled absences, prior to scheduling a per diem employee. Employees who work such hours will be compensated like per diem employees.

Employees on layoff shall be placed on a recall roster for a period of twelve (12) months from the effective date of layoff. Employees will be recalled to work for vacancies in their job classification in reverse order of seniority as provided for under Article 5.2. Employees subject to recall shall be responsible for notifying the Medical Center of their interest in filling a vacancy for which they are qualified. Subject to the above qualifications, the most senior qualified employee responding within the posting period under Article 5.6.1 will be offered reinstatement for openings in their job classification prior to any employees being newly hired but after any appropriate internal intra-departmental transfers of qualified regular employees under Article 5.6.1, unless the employee on recall has more seniority than the currently employee regular employee. An employee who is recalled to a vacancy is obligated to return to work within ten (10) calendar days of the date of the offer of recall unless mutually agreed otherwise.

Upon reinstatement from such roster, the employee shall have their previously accrued seniority and vacation accrual rate under Article 10.1 in effect at the effective date of their layoff restored. The effective date of coverage for any benefits for which the employee may be eligible is subject to the plan's requirements.

5.4.5 Notification to Employer.

Employees on layoff must submit to the Employer a written statement expressing their continuing interest in employment with the hospital. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) calendar day period following ninety (90) days, six (6) months and nine (9) months of layoff. If the employee fails to meet this notification requirement by the specific dates, or the employee fails to keep the Employer notified of a current mailing address and contact number, the employee's name shall be eliminated from the recall roster and the Employer's recall commitments shall terminate. In lieu of sending a certified statement of continuing interest the employee may submit their written statement directly to Human Recourse, receipt of which shall be noted by date stamp. The ten calendar day grace period also applies to the delivery to Human Resources.

5.4.6 Termination of Recall Rights.

Recall rights will terminate upon any of the following:

1. Refusal to accept an offer of recall by the Employer to a comparable position
2. After 12 consecutive months on recall
3. Failure to provide timely notice of continuing interest or maintain a current a current address and contact phone number as required by Article 5.4.4

5.4.6.1 Definition of Comparable Position.

A comparable position is defined as a position:

- A. With a change in the scheduled start of shift not greater than two (2) hours
- B. No more than a .2 FTE reduction

- C. A reduction that does not result in a loss of eligibility of employee, dependent or spousal medical coverage.

An employee who rejects an offer of comparable employment from recall as defined above will be considered to have voluntarily resigned.

5.4.7 Reassignment of remaining positions.

The Employer will determine the number of full-time and part-time FTEs by shift and classification remaining in the department or work unit in which the layoff is being implemented. A listing of the remaining positions, including any qualifications requirements, will be posted on the work unit or in the department for ten (10) calendar days so that employees not subject to layoff may submit a list of their preferred position (first to last). After the posting period, the employer will reassign employees not subject to layoff based on their preference and seniority within job classification, as provided for under Article 5.2.

In the event of a layoff involving the reduction of only one or two positions, the Employer and the Union will convene to determine whether an alternative reassignment process that may be less disruptive while still recognizing seniority is mutually agreeable.

5.5 Department Merger, Division and/or Restructure—Definition.

A unit merger occurs when two previously separate units or departments are re-configured into a single operational unit/department. A unit or department re-structure occurs when there is a significant change in the configuration of positions across shifts and/or within a single shift in a department. A unit or department division occurs when a single operational unit is re-configured into two or more separate operational units/departments. A unit/department merger, division or unit/department restructure may or may not involve a layoff. The Employer will provide the Union with at least thirty (30) calendar days advance notice of a unit/department merger, division or unit/department restructure. The Employer and Union will meet to discuss an alternative reassignment process under Article 5.5.1 upon request of either party but such meeting, if requested, shall not delay the implementation of the merger or restructure process.

5.5.1 Reassignment Process for Unit/Department Merger, Division and/or Restructure.

In the event of a merger of two (2) or more units/departments into a single unit or operational department, unit/department division or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. A listing of the FTEs by job classification for each shift on the new/restructured unit(s), including a written description of the qualifications of the positions that will be available for bid will be posted on the unit/department(s) at least ten (10) calendar days prior to the bidding process. By the end of the posting period, each employee will have submitted to the Employer a written list that identifies and ranks the employee's preferences for available positions on the merger or restructured unit(s) (first to last). Based upon these preference lists,

the Employer will assign employees to positions on the new/restructure unit(s) based on seniority as provided for under Article 5.2.

5.5.2 Options for Employees Subject to Layoff as a Result of a Unit/Department Merger, Division or Restructure.

Options for employees subject to layoff as a result of a unit/department merger, division or restructure are provided for under Article 5.4.3.

5.6 Job Vacancies.

5.6.1 Job Vacancies/Posting.

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

5.6.2 Transfer Eligibility.

Transfers from one position to another or from one department to another within this bargaining unit shall be done by mutual agreement until the employee has been in his/her present position at least six (6) months (1,040 hours). Thereafter, employee requests for transfer to job openings in other departments within this bargaining unit will be given fair and reasonable consideration based upon overall practicability, seniority, availability and the ability to do the work in the department to which transfer is requested. Once selected, the employee will be placed in the new position within thirty (30) days.

5.7 Change in FTE Status.

If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers in the affected job classification from the unit/department and shift to accomplish these changes. In the event there are no or not sufficient number of volunteers in the affected job classification, the least senior employee in the job classification on the shift on that unit/department will receive the FTE reduction. Any employee subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the employee's job classification on the employee's unit/department and shift. Any employee subject to an involuntary reduction in their FTE of greater than .2 FTE or an involuntary reduction resulting in a loss of employee, spousal

or dependent coverage (or a reduction that increases the employee's premium cost-share) under Article 12.1 will have recall rights under Article 5.4.4.

5.8 Cancel Time.

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

5.8.1 Call Off.

- 1st: Any employee on overtime, except in the case of a regular employee who agreed to work an extra shift, shall have the choice of being included into the rotation called for among regular full-time and part-time employees (7th below)
- 2nd: Voluntary
- 3rd: Temporary
- 4th: Per diem employees who were not on the schedule as of posting
- 5th: Per diem employees who were on the schedule as of posting
- 6th: Part-time employees working above their assigned FTE
- 7th: Rotation among regular full-time and part-time employees with rotation to commence with the least senior.

5.8.2 Use of Accrued Paid Time Off.

Eligible floating holiday and accrued vacation days may be taken on low census call-off days. Request must be in writing.

5.8.3 Limitation on Call Off.

If an employee with five (5) or more years of seniority, as defined in Article 5.1 (i.e., 10,400 regular paid hours or more within the employee's job classification) is called off more than forty (40) hours in a calendar year, the "call-off" procedure for the balance of that calendar year will be determined by the seniority of the employees scheduled to work on the shift impacted by the low census call-off, provided skill, competency and ability are considered equal.

5.8.4 Effect of Five Complete Rotations.

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

5.8.5 Standby During Cancel Time.

If in a cancel situation it is mutually agreed that the employee be placed on standby status, the employee will receive a minimum of eight (8) hours of standby pay as provided for under Article 8.3 (or, in the case of an innovative shift, the number of hours in the innovative shift), plus the employee's normal rate of pay for all hours worked, plus accrual of benefits on the number of

hours the employee was scheduled to work. In the event the employee agrees to be placed on standby in a cancel situation, the employee will report to work if called in for that shift.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Notice of Resignation.

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

6.2 Discipline and Discharge.

Regular employees shall not be disciplined or discharged without just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). When appropriate, an employee will be counseled prior to the initiation of formal discipline. A copy of all written disciplinary action shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate written warning, suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting that may lead to discipline. The employee will be told prior to the meeting that it is an investigatory interview. Regular employees disciplined or discharged shall be entitled to utilize the grievance procedure.

6.3 Unemployment Compensation.

All employees will be covered by Washington State Unemployment Compensation.

6.4 Job Description.

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

6.5 Restrooms and Lockers.

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

6.6 Additional Hours.

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

6.6.1 Work Schedule Posting.

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

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

6.6.2 Scheduling of Per Diem Employees.

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

6.6.3 Increased FTE.

In the event a part time employee regularly works in his/her classification at least a .2 FTE (eight [8] hours per week) above his assigned FTE, in a four (4) current month period, excluding the reasons set forth in Article 4.5.2(a) through 4.5.2(c), the employee may request his/her FTE to be increased to the hours and schedule actually worked. The request will be granted, unless it is probable that the reasons for the extra hours are concluding.

6.7 Nondiscrimination.

The Employer and the Union agree to comply with all applicable laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin, age, marital status, sexual orientation or the presence of mental or physical handicaps, subject to occupational requirements and the ability to perform within those requirements. No employee shall be

discriminated against or discharged for lawful activity on behalf of the Union in conjunction with their employer. Alleged violations of this provision shall be resolved under Article 15, Grievance and Arbitration.

6.8

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

6.9 Re-Employment.

If an employee is re-hired into his or her former job classification within twelve months of voluntary resignation, the employee will be placed at their prior step in the wage schedule. The employee will be treated as a new hire for all other employment purposes.

6.10 Orientation and Training.

Employees will be required to work only in those areas within the department for which they have received the appropriate training and/or orientation. Orientation and training of entry level employees will be provided generally up to three (3) days. Training/orientation may be extended if needed in the judgment of the supervisor, who will request input from the employee(s) who may have provided training/orientation. The parties agree that the Employer has sole discretion in determining whether or not there is an operation need for training and/or orientation. Employees being cross-trained will not be eligible for pay in a higher classification under Article 8.7 until satisfactory completion of any required training and/or orientation. Nothing in this provision is intended to restrict the right of the Employer to make work assignments or otherwise determine training and/or orientation needs.

ARTICLE 7 - HOURS OF WORK

7.1 Normal Work Week/Work Day.

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

7.2 Innovative Schedules.

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

7.3 Overtime System.

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

7.3.1 Mandatory Overtime.

Mandatory overtime shall not be scheduled at the time of posting, where there are available employees in the classification who could work the shift at straight time. Such shifts, subject to Article 6.6.2, shall be assigned first to part-time employees and then to per diem employees.

7.3.2 Overtime Purposes.

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

7.4 Overtime Compensation.

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

7.4.1 Work On Scheduled Day Off.

Full-time employees who work on their scheduled day off shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the hours worked on that day unless the employee has not fulfilled their FTE for the work week as a result of employee-requested cancel

time, except that on weekends the rate shall be two (2) times the regular rate. This arrangement can be waived by mutual agreement where employees arrange to trade days off.

7.5 Calculation.

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

7.6 Time/Pyramid Restrictions.

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

7.7 Meal and Rest Periods.

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

7.8 Reporting Pay.

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

7.9 Weekends.

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

7.10 Call Back.

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

7.11 Call-in.

Employees called in during unscheduled periods will receive a minimum of four (4) hours pay at their regular hourly rate or, if the position for which they were called in to replace has a higher rate, they will be paid at the appropriate higher rate of pay.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates.

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

YR 1: Effective the first full pay period following ratification of this contract, \$0.90 across the board increase to employees covered in Appendix A and Dietary employees (Food Service Aide, Food Service Worker, Customer Care Representative, Floater, Expediter, Baker, Caterer, Cook, Deli Attendant, Relief Pay, and Student Helper (if applicable)).

YR 2: Effective the first full pay period following March 1, 2018 Dietary employees (Food Service Aide, FSW/Customer Care, Floater Expediter/Relief/Baker/Cook/Deli) move to their step on the wage scale on "SEIU 1199 Service Rate Scale" that has a base rate at least 1% greater than the base rate of their job's current base rate (example" employee on Step 6 of "Tier One" wage scale on "SEIU 1199 Dietary Wage Scale" moves to Step 6 of "SEIU 1199 Service Wage Scale" Environmental Services I wage scale). Wage scales in the Dietary wage appendix will be eliminated.

Security guard job class moves to their Step on the wage scale on "SEIU 1199 Service Rate Scale" that has a base rate at least 1% greater than the base rate of the Security Guard's base rate.

Employees on the Environmental Services I, Storeroom Aide, Environmental Services II, PCA, CS Tech, Diagnostic Imaging Aide, Endoscope Reprocessor, Surgery Orderly, CNA, and Unit Secretary wage scales move to their Step on the wage scale with a Base rate at least 1% higher than their current scale's Base rate.

All steps on the Anesthesia Aide, Arrhythmia Tech, Certified Endoscope Reprocessor, Certified CS Tech, ERT, Storekeeper, Document Specialist, Buyer, Maintenance, and Plant Operations wage scales will increase by \$0.60.

YR 3: Effective the first full pay period following March 1, 2019, \$0.60 across the board increase to employees covered in Appendix A.

YR 4: Effective the first full pay period following March 1, 2020, employees on the Food Service Aide, FSW/Customer care wage scales will move to their step on the wage scale with a base rate at least 1% greater than their existing scales' base rate. A \$0.50 across the board increase to all other employees covered in Appendix A.

8.2 Shift Differential.

Employees assigned to second (evening) shift shall be paid a shift differential or premium of one dollar and thirty cents (\$1.30) per hour over the regular hourly rate. Employees assigned to the third (night) shift shall be paid a shift differential of two dollars (\$2.00) per hour.

8.2.1

Employees temporarily assigned to a shift other than their regularly assigned shift shall be paid the shift differential for the shift worked or their regularly assigned shift, whichever is higher. Shift differential applies only if four (4) or more hours are worked into the shift.

8.3 On Call (Standby).

Employees on on-call (standby) status as defined in Article 4.10 shall be compensated at the rate of two dollars and seventy-five cents (\$2.75) per hour of assigned call (standby), e.g., if assigned for a full shift, eight (8) hours. An employee on standby status who is called to work shall be paid for all hours worked at one and one-half (1 1/2) times the employee's regular rate, with a minimum guarantee of three (3) hours; provided, however, employees will not be paid more than the hours of their assigned standby shift, unless worked. On-call (Standby) premium shall be paid in addition to callback. On-call (Standby) duty shall not be counted as hours worked for any purpose except when an employee is assigned to standby in lieu of the employee's regularly scheduled shift for "hospital convenience" (or low need), in which event, those hours on call (Standby) designated on the time card as "cancel time" will count toward benefit accrual.

8.4 Lead.

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

adjusting daily work assignments of other employees, assisting with developing work schedules, or giving advice and work instructions to other employees.

8.5 Twelve Hour Rest Period.

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

8.6 Recognition for Past Experience.

Employees hired during the term of this Agreement shall be compensated at a wage level as follows:

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

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

8.7 Promotions.

An Employee promoted to a higher paying job classification will be placed at that step which provides at least a 3% increase in pay over the employee's current hourly wage rate. The employee's effective date of promotion will be used as the date for future step increments. Upon completing certification for a CS Tech to become a Certified CS Tech, the employee will be placed at the equivalent step under the Certified CS Tech wage scale.

8.8 Per Diem/Temporary.

Per diem/temporary employees shall receive a fifteen percent (15%) premium above the employee's hourly rate of pay of the job title to which they are assigned in lieu of all benefits provided for in this agreement except for shift differential, standby and call back pay, lead, and time and one-half their normal rate of pay for working on holidays, and all overtime, where applicable.

8.9 Weekend Premium.

Any employee who works on a weekend shall receive one dollar (\$1.00) per hour in addition to the employee regular rate of pay. Weekend premium shall not be included in the employee's rate of pay for overtime purposes, unless required by the Fair Labor Standards Act. The

weekend shall be defined as all hours worked between 11:00 PM Friday and 11:00 PM Sunday. Premium pay provided in this section shall not apply to time spent for educational purposes.

8.10 Work in Higher Paying Classification.

When an employee performs in a higher-paying classification for two (2) hours or more, the employee shall be paid at the proper increment (step) of the higher classification for the time working in the higher classification; provided, however when filling in for the Baker, Cook, Caterer, or Deli Worker for four (4) days or less, the employee shall be paid using the Relief Rate pay scale at the proper increment (step). If a Floater is assigned to replace the Baker, Cook, Caterer or Deli Worker for five (5) consecutive days or more, the Floater will be paid at the appropriate step of the pay scale for that classification.

ARTICLE 9 - HOLIDAYS

9.1 Recognized Holidays.

For regular employees, the following holidays shall be recognized under this Agreement:

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

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

9.2 Work on a Holiday.

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

9.3 Holiday Pay for Full-time Employees.

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

9.4 Eligibility.

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

9.5 Part Time Employees.

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

ARTICLE 10 - VACATIONS

10.1 Vacation Rates.

Employees having completed six (6) months of continuous employment (1,040 paid hours) shall be eligible to utilize accrued vacation hours, subject to the Employer's vacation scheduling policies.

Vacation shall begin accruing from the first day of employment. During the first six (6) months of employment, an employee is not eligible to receive vacation compensation or schedule vacation time off.

10.1.1

Vacation benefits for Service Employees, excluding Dietary classifications (set forth below), shall accrue according to the following schedule:

Years of Service	Hours (Days) Accrued
One year, after 2,080 regular paid hours	96 (12 working days)
2-3 yrs., after 4,160 regular paid hours	112 (14 working days)

4-5 yrs., after 8,320 regular paid hours	136 (17 working days)
6-7 yrs., after 12,480 regular paid hours	144 (18 working days)
8-9 yrs., after 16,640 regular paid hours	152 (19 working days)
10 yrs or more, after 20,800 regular paid hrs	192 (24 working days)
15 yrs or more, after 31,200 regular paid hrs	200 (25 working days)

Effective the first full pay period following March 1, 2021:

Years of Service	Hours (Days) Accrued
One year, after 2,080 regular paid hours	104(13 working days)
2-3 yrs., after 4,160 regular paid hours	120 (15 working days)
4-5 yrs., after 8,320 regular paid hours	144 (18 working days)
6-7 yrs., after 12,480 regular paid hours	152 (19 working days)
8-9 yrs., after 16,640 regular paid hours	160 (20 working days)
10 yrs or more, after 20,800 regular paid hrs	200 (25 working days)
15 yrs or more, after 31,200 regular paid hrs	208 (26 working days)

Years of Service	Hours (Days) Accrued
One year, after 2,080 regular paid hours	104(13 working days)
2-3 yrs., after 4,160 regular paid hours	120 (15 working days)
4-5 yrs., after 8,320 regular paid hours	144 (18 working days)
6-7 yrs., after 12,480 regular paid hours	152 (19 working days)
8-9 yrs., after 16,640 regular paid hours	160 (20 working days)
10 yrs or more, after 20,800 regular paid hrs	200 (25 working days)
15 yrs or more, after 31,200 regular paid hrs	208 (26 working days)

10.1.2 Vacation benefits for Dietary Employees

(Food Service Aide, Food Service Worker, Customer Care Representative, Floater, Expediter, Baker, Caterer, Cook, Deli Attendant, Relief Pay, and Student Helper (if applicable)) shall accrue according to the following schedule:

Years of Service	Hours (Days) Accrued
1 year (after 2,080 regular paid hours)	112 (14 working days)
2-3 years (after 4,160 regular paid hours)	128 (16 working days)
4-5 years (after 8,320 regular paid hours)	152 (19 working days)
6-7 years (after 12,480 regular paid hrs)	160 (20 working days)
8-9 years (after 16,640 regular paid hrs)	168 (21 working days)
10 or more years (after 20,800 regular paid hrs)	208 (26 working days)

10.2 Annual Vacation Accumulation.

An employee can accumulate double his/her annual vacation accrual.

10.3 Vacation Scheduling and Requests for Holidays Off.

The Employer shall retain the right to determine policies for scheduling vacation based on operational considerations and workload requirements, including but not limited to the number of employees, if any, who may be scheduled off at any given time. Vacations will be granted as requested by employees on a first-come, first-served basis, provided that the time requested is not detrimental to the operation of the department and further provided that a vacation request may not be submitted more than twelve (12) calendar months in advance of the requested time off.

Vacation requests that include any days in a week in which there is a designated holiday shall be rotated equitably from one year to the next in order to provide employees with the opportunity to take vacation during the holidays. Requests to be scheduled off on a specific designated holiday will be also rotated equitably from one year to the next.

There shall be no limit to the number of weeks of vacation any employee may take at a time, if eligible, subject to scheduling requirements; provided however, employees must have accrued vacation hours available at the time of the vacation request to take previously scheduled, approved vacation.

10.4 Vacation/Termination Pay.

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

10.5 Vacation Pay.

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

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Leave Requests.

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including any conditions upon which the employee will return, shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work.

11.2 Family and Medical Leave Act (FMLA).

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

The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of a leave of 12 weeks or less. The employee may elect to use any accrued paid time for which the employee is eligible during the leave of absence. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

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

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

11.3 Maternity Leave.

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

11.4 Pregnancy or Childbirth Disability Leave for Employees not qualified under FMLA.

In accordance with State law, an employee not qualified for FMLA who is disabled due to pregnancy or childbirth may request and shall be granted a leave of absence for the period of actual physical disability without loss of benefits accrued prior to the date such leave commences. If the employee's absence from work for pregnancy/childbirth does not exceed the period of actual physical disability, the employee will return to her former or equivalent position.

Medical insurance will be continued while the employee is on such leave for any period of time for which the employee otherwise qualifies for the Employer's short-term disability plan under Article 14, hereinafter referred to as Weekly Indemnity. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and upon return, attesting to the employee's capability to perform the work required of the position.

11.5 Health Leave and Return to Work.

A leave of absence for health reasons under Article 11.2 may be granted for a period of up to twenty-six weeks, without loss of benefits accrued prior to the date such leave begins, provided however, in the case of a health leave as a result of an on-the-job injury, a leave of absence may be granted for a period up to fifty-two (52) weeks. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to their former or equivalent position. Thereafter for the duration of the twenty-six week leave (up to fifty-two weeks for a leave for an on the job injury), upon requesting return to work, the employee shall be offered the first available opening for which the employee may be qualified by seniority, subject to the requirements of Article 5.5.1. Prior to returning to work, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required for the position.

11.6 Coordination of Leaves.

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

11.7 Education Leave.

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

11.7.1 Educational/Professional Fund.

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

11.8 Jury Duty.

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

11.8.1

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

11.8.2

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

11.9

Funeral Leave. Up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours may be granted for a maximum of forty (40) hours when extensive travel (in excess of 400 miles one way) is required to attend a funeral. Time requested for bereavement leave must be taken within ten (10) calendar days of the death of a family member or the funeral of a family member.

“Immediate family” shall be defined as a grandparent, parent, spouse, brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister. Documentation may be required by the Employer. The employee is responsible for contacting their supervisor/manager as soon as the need for leave is known in order to obtain approval. Funeral leave shall be pro-rated for part-time employees.

11.10 Benefit accrual.

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

11.11 Military Leave.

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

11.12 Personal Leave. A

Il regular employees shall be eligible to receive up to forty (40) hours of unpaid personal leave per year, providing sufficient advance notice has been given and providing such leave does not adversely affect patient care/medical center operations. Except in cases of emergency situations, the time off must be scheduled at least fourteen (14) days in advance. Personal leave shall be pro-rated for regular part-time employees.

11.13 Union Leave.

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

11.13.1 Leave to Assume Position with Union.

Effective November 21, 2004, subject to adequate advance notice and supervisor approval, an employee may be granted a leave of absence to assume a position with the union. Contract provisions will not apply during such a leave of absence. A leave of absence may be granted up to six (6) months. An employee returning from leave within twelve (12) weeks shall be reinstated to his/her former position. Employees returning from leave thereafter will be eligible for the next available position for which they are qualified based on seniority, subject to the provisions of Article 5.5.1. Employees who return to work after twelve weeks will be limited to a maximum of two weeks vacation (pro-rated for part-time employees) for the six month period following their return, subject to vacation scheduling procedures.

ARTICLE 12 - INSURANCE AND HEALTH

12.1 Group Medical/Dental/Vision Plan.

Regular employees assigned a .5 FTE or greater shall be covered by the Employer's standard Group Medical, Dental and Vision Plan (the plans referred to as the Uniform Medical and Dental Plans/ Public Employees Benefits Board Plans (PEBB)) at no premium cost to the employee, along with life insurance, Accidental Death and Dismemberment (AD&D) and employee-paid supplemental life and AD&D option as part of the State's health insurance program (subject to PEBB eligibility).

The Employer will pay the following premium cost for eligible dependent child/children and spousal coverage of regular employees, subject to employees making the required contribution:

.8 FTE or greater	.5 FTE up to .79 FTE
Spouse: 50%	Spouse: 40%

Dependents: 85%	Dependents: 75%
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Note regarding employee-paid portion of medical premiums: Employee contributions toward medical insurance premiums are paid on a pre-tax basis. To evaluate the actual impact on net earnings (take home pay), the amount of the medical premium is adjusted by taking into account an employee's individual tax bracket.

Example: Employee at a 25% tax bracket:

Dependent premium of \$394.19 (2012 premium rates)

OMC: 85% = \$335.06

EE: 15% contribution = \$59.13 per month - 25% that would otherwise be taxed (\$14.78) = \$44.35 net impact on employee monthly pay or \$22.17 per paycheck

12.1.1 PEBB – Mandated Surcharge.

The Washington State budget, signed into law on June 30, 2013, mandated changes to the Public Employees Benefits Board (PEBB); beginning July 1, 2014, the PEBB shall add a \$25 surcharge to the premiums due from members who use tobacco products and a surcharge of not less than \$50 per month to the premiums due from members who cover a spouse or domestic partner where the spouse or domestic partner has chosen not to enroll in other employer-based group health insurance that has benefits and premiums with an actuarial value of not less than 95 percent of the actuarial value of the public employees' benefit board plan with the largest enrollment. Such a PEBB surcharge shall be paid by any affected employee.

12.2 General Health (TB/X-Ray).

At the time of employment, the Employer shall arrange for any employee to take a TB test if required by CDC guidelines at no cost to the employee. In the event of a positive reaction to this test, the Employer will arrange for an initial chest x-ray. If the chest x-ray is negative, a TB symptom screening form will be completed annually at no cost to the employee. Said test and x-ray will be performed at the hospital unless they can be performed elsewhere at no cost to the Employer. Employees allergic to the skin test will be offered a chest x-ray. In the event the employee declines the chest X-ray, the employee will be required to complete a TB symptom screening form and declination on the offer of a chest X-ray annually.

12.3 General Health (Blood, Pap Smear, Urine Tests).

Each employee shall be entitled to a routine blood examination, pap smear interpretation, mammography for females over the age of thirty-five (35) upon a physician's request (Employer will pay the hospital portion only; the employee is responsible for payment of physician's

component), and urinalysis performed annually at the Employer's hospital without cost to the employee.

12.4 Life Insurance.

The Employer shall provide the standard PEBB basic life insurance plan with accidental death and dismemberment along with the basic LTD plan option for each regular eligible employee assigned a .5 FTE or greater at no cost to the employee (subject to PEBB eligibility). See Life Insurance Plan for further details.

12.5 Pharmacy Benefit.

The Employer shall provide an Employee Pharmacy Benefit through the applicable health insurance under this Article 12.

12.6 Modification of Health Insurance.

The PEBB plan will remain in effect for the life of this Agreement. The Employer agrees it will make no modifications to the Plan during the life of this Agreement other than those required by the PEBB. Other benefit improvements are not precluded.

ARTICLE 13 - RETIREMENT

The Medical Center's contribution to the plan for all qualified participants will be 5% of the employee's base hourly rate plus an additional match to employee contributions up to 2% of gross income into either the 457 or 403(b) Deferred Compensation Plan. See retirement plans for further details.

Note: The waiting period for employees hired on or after July 2, 2010 will be revised in the 401 A pension plan to provide for enrollment beginning January 1 or July 1, whichever occurs first following 12 consecutive months of 1,000 hours worked versus the current waiting period of two consecutive years of a minimum of 1,000 hours worked each.

ARTICLE 14 - SHORT TERM DISABILITY/NOTIFICATION OF ABSENCE

The Employer shall provide the Weekly Indemnity Short Term Disability Plan for eligible employees represented by SEIU Healthcare 1199NW in effect as of the date of ratification of this Agreement. The Hospital's weekly indemnity short term disability plan shall be incorporated by reference into this Agreement. During the term of this Agreement, there will be no changes to the Weekly Indemnity Short Term Disability Plan except by mutual agreement. This agreement

does not apply to administrative plan changes. The employee will be eligible for weekly indemnity short term disability after twenty-four scheduled hours of missed work because the employee is disabled due to illness, accident or injury, excluding any disability due to injury or sickness connected with employment with any employer, including Olympic Medical Center.

Implement the following changes to the current Weekly Indemnity (Short Term Disability) Plan to be reflected in a revised Summary Plan Description (SPD):

- Effective for applications received on or after February 5, 2012 establish a uniform waiting period of twenty-four scheduled hours of missed work for eligible employees (eliminate first day coverage in the event of accident) provided, however, there will be first day coverage in the event of an overnight hospitalization.
- For employees hired on or after January 1, 2012, the weekly rate of compensation (paragraph A under section presently entitled Weekly indemnity benefits—weekly rate) for eligible employees will be sixty percent (60%) of the employee’s straight-time earnings, including applicable shift differential
- For employees hired on or after January 1, 2012, revise the plan section entitled “Maximum period of payment as follows:

6 months to less than 1 year of employment = 2 weeks
1 year to less than 2 years of employment = 5 weeks
2 years to less than 3 years of employment = 7 weeks
3 years to less than 4 years of employment = 11 weeks
4 years to less than 5 years of employment = 14 weeks
5 years to less than 6 years of employment = 18 weeks
6 years to less than 7 years of employment = 22 weeks
7 or more years of employment = 26 weeks

Beginning after the 7th anniversary and annually thereafter, 2 weeks restored every January 1, up to the 26 week maximum

14.1 Proof of Illness.

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

14.2 Notice of Absence.

Employees are required to give notice of absence due to illness or other causes at least to two (2) hours prior to the scheduled start of the employee's shift by contacting their supervisor or Staffing Office as appropriate.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

15.1 Definition.

A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, it may be submitted by using the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Article 15 shall be deemed to end at 4:30 p.m. on the next following business day. If the grievant does not comply with the time limitations noted in this Article, the grievance shall be null and void. If the Employer fails to comply with the time limitations noted in this Article, the grievant may advance the grievance to the next step in writing.

15.2 Step I - Employee, Union Delegate and Immediate Supervisor.

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

15.3 Step II – Employee, Union Delegate and/or Union Representative and Department Director or next level of management.

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

15.4 Step III – Administrator or next level of management, Union Delegate and Union Representative.

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

15.5 Step IV – Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days after receipt of the written reply at Step III by the Administrator or designee. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternate striking names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss.

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

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

ARTICLE 16 - NO STRIKE/NO LOCKOUT

16.1 No Strike/No Lockout.

The parties to this Agreement realize that Hospital and other healthcare institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the agreement of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement that, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, non-informational picketing, walkout, slowdown, boycott, or any other interference with operations of the Employer, including any refusal to cross any other labor organization's picket line or any dispute related to any other third party. In the event of a strike by employees in another bargaining unit, employees covered under this agreement shall not be required to perform other than their usual duties.

ARTICLE 17 - GENERAL CONDITION

17.1 Labor-Management Committee.

All employees covered by this Agreement shall be called a local unit and the elected or designated representative of the local unit shall be responsible for the processing of grievances. The Employer, jointly with the elected representatives of the employees covered by this Agreement shall establish a Labor-Management Committee to assist with personnel and other mutual problems. The purpose of the Labor-Management Committee is to foster improved communications and effective problem solving between the Employer and the staff. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee may convene at least quarterly upon the request of either party and shall consist of three (3) representatives of management, and three (3) representatives of the employees covered by this Agreement. A non-employee Union representative and a representative of the Employer's Human Resources Department may also be an ex officio member of the Committee. The Union will provide the Employer with a current list of the names of employee designated representatives. In light of the Committee's intended purposes, the parties recognize that the Committee is not an appropriate forum for presenting formal grievances, although the Committee may, by mutual agreement, undertake problem resolution related to issues identified in a formal grievance.

17.1.1

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

17.1.2 Organizational Equity and Inclusion. In order for Olympic Medical Center to be the best place to receive care and work, patients and staff need a diverse and valued workforce.

An important aspect of providing quality patient care is to be culturally sensitive to the diversity of our patients and staff, and to act in bias-free ways.

As part of achieving these goals, labor and management agree to begin joint work toward the goal of a strategy to achieve a workplace that embraces and demonstrates Organizational Equity and Inclusion.

The Employer will provide and pay any applicable fee for a professional facilitator to give members of the Labor Management Committee training to increase skill and awareness on hidden bias, cultural competency, and conflict resolution, to include bullying and harassment. Such training will be provided within 90 days of ratification. The Labor Management Committee members who attend the training will be compensated for hours worked for the time spent in training.

At the first Labor Management Committee meeting following ratification, the topic of organization culture, equity, and inclusion will be on the agenda so that goals can be established and joint work will begin. The topic will remain a standing agenda item. Any concerns about culture, bias, or discrimination of any kind shall be included in the discussion. The Labor Management Committee will look at trends for identifiable training needs and create a training plan. Topics may include, but are not limited to concerns related to discrimination, harassment, bias and/or prejudice. Olympic Medical Center is committed to fostering an environment in which individuals are treated with respect and dignity, and discussion at Labor Management Committee will promote awareness and improvement.

The Employer will provide Labor Management Committee with data related to specific concerns about organizational equity and inclusion upon request, anonymized where necessary. In addition, the Employer will provide the following data when requested:

- Policies and practices for responding to discrimination
- Policies and procedures related to equity and inclusion

There will be no retaliation for speaking out about discrimination concerns. Olympic Medical Center prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

17.2 Complete Agreement.

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

17.3 Past Practices.

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided in this Agreement 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 employees in advance of the change.

17.4 Separability.

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

ARTICLE 18 – HEALTH AND SAFETY

18.1 Employer Responsibility.

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

18.2 Reporting Unsafe Conditions.

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

18.3 Health and Safety Committee.

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

18.3.1 Committee Membership.

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

18.4 Infectious and Communicable Disease Control.

The Employer shall maintain a program of infection and communicable disease control. The Employer shall advise employees when it is known they are exposed to infectious or communicable disease and assist them in taking preventative measures, screening for symptoms and/or appropriate immunizations, consistent with CDC guidelines.

18.5 Hepatitis B Vaccine.

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

18.6 Injuries At Work.

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

18.7 Union Non-liability.

The International Union, National Union, Local Union and Union Health and Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by the employee.

18.8 Product Evaluation Committee.

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

18.9 Safer Medical Devices.

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

18.10 Exposure Protocol.

The Employer shall continue to provide confidential twenty-four (24) hour information on and referral for employees sustaining needle stick injuries or other blood or body fluid exposures, including HIV, Hepatitis B, and Hepatitis C testing at no cost to the employee. The Employer's post needle stick and body fluid exposure protocol shall meet community standards and Centers for Disease Control (CDC) guidelines.

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

18.12 Security.

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

18.13 Latex Free Environment.

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

18.14 Light Duty.

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

ARTICLE 19 - CAREER AND TRAINING FUNDS

19.1 Career and Training Funds.

The Employer and Union recognize that training and upgrading opportunities for healthcare employees to progress along a career ladder are an important recruitment and retention tool. With the objective of increasing the pool of staff who are qualified for hard-to-fill positions and augmenting career progression opportunities for current staff, the Employer will provide tuition assistance pursuant to its tuition assistance policy. Utilization of tuition assistance monies for the bargaining unit shall be subject to review and periodic recommendations of the Labor Management Committee under Article 17.1 of this Agreement.

The Employer and the Union will work together, utilizing the Labor Management Committee, to identify existing healthcare related degree or certification programs, review guidelines, utilization, application process, and communication plan to employees, and make recommendations.

Within 120 days of ratification, the Employer's Tuition Reimbursement Policy will be reviewed and updated in order to ensure consistency with this section.

WAGE SCALES

[Click here to see your wage scale.](#)

MEMORANDUM OF AGREEMENT – ONE

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

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

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

MEMORANDUM OF UNDERSTANDING TWO

SUCCESSOR

This Agreement shall be binding upon any successor employer including membership provisions, voluntary payroll dues deduction authorizations and voluntary political action fund deductions authorizations (i.e. SEIU – COPE program). “Successor” includes, without limitation, any purchaser, transferee, lessee or other successor to the operation of the Medical Center. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization.

Olympic Medical Center will give the Union at least sixty (60) days written notice of its formalized intent to sell, transfer, convey, lease, consolidate, or merge the hospital, or any part of the Hospital’s operations with a Successor. (This does not include subcontracting.) Such notice shall include the name and address of the prospective Successor. During the sixty (60) day notice period, Olympic Medical Center will participate with the Union in meaningful discussions about alternatives to such sale or transfer.

No less than thirty (30) days prior to the effective date of a sale or transfer, the Medical Center will provide the Union with a copy of all portions of the agreement with the prospective Successor that are subject to disclosure under either the Public Records Act or the Public Employees Collective Bargaining Act.

MEMORANDUM OF UNDERSTANDING--THREE

REST BREAKS

The parties are committed to ensuring that all employees have the opportunity to get their rest breaks. Within six (6) months, OMC will implement electronic or uniform paper means for tracking missed rest breaks at the end of an employee's shift.

Within three months of ratification of this Agreement, each department will develop a rest break plan that will be used in that department to ensure employees get their rest breaks. Rest break plans will be developed in the unit-based nurse staffing committees where one exists, or in a rest break committee co-chaired by a Union-appointed member and by the unit/department manager or designee. Where there is an established procedure already in place that allows breaks to be taken, the unit based staffing committee or rest break committee will review the established procedure to determine whether it is working and, if not recommend changes to the unit/department manager.

MEMORANDUM OF UNDERSTANDING – FOUR

FOOD SERVICE AIDE POSITION BACKGROUND

Food Service Aide is a position created in the Olympic Medical Center Dietary Department for the express purpose of providing a meaningful employment opportunity through Project Search for one or more qualified individuals with developmental disabilities who are unable to perform the full scope of responsibilities for the Food Service Worker job classification. Under the supervision of the Dining Services Supervisor, the Food Service Aide performs assigned tasks that contribute to the smooth operation of the dining room. The number of Food Service Aide positions, if any, is subject to OMC budgetary restrictions.

Project Search provides onsite technical assistance and support (referred to as a “Job Coach” or “coordinator”) for employees placed at OMC through Project Search. While the Union and Employer acknowledge that the “Job Coach” is not intended to substitute for the Union as the third party representative of the Food Service Aide position as to the terms and conditions of employment, the parties recognize that the role of the “Job Coach” includes the following:

- Assistance and education for staff who may be assigned to orient a Project Search candidate
- On-going evaluation of the candidates performance in his/her position
- Assist the Food Service Aide with reading, understanding and assimilating pertinent work information, such as policies, Safety Net, etc., as may be needed
- Assistance with problem-solving regarding issues that may arise in the workplace, including those that may arise under the terms of the collective bargaining agreement.

The on-going employment of a candidate hired through Project Search is based on the joint concurrence of OMC and the Project Search coordinator assigned to OMC that the individual meets performance expectations and able to function productively within the workplace.

In light of the specialized, circumscribed, and unique nature of the Food Service Aide position the parties agree as follows:

1. The provisions of the collective bargaining agreement listed below will not be applied to individuals hired through Project Search to work in the Food Service Aide job classification:

- Article 5.1 (Seniority)
- Article 5.2 (Seniority Application)
- Article 5.7.1 (Job Vacancies/Posting)
- Article 5.8 (Cancel Time)
- Article 6.2 (Discipline and Discharge)

2. All other provisions of the collective bargaining agreement not expressly identified in paragraph 1 above will apply to employees in the Food Service Aide job classification.

In the event of a grievance filed by a Food Service Aide, either party (or the grievant) may request the participation of the Project Search coordinator in the grievance process for the purpose of facilitating communication between the employee/grievant, employer and the union.

MEMORANDUM OF UNDERSTANDING FIVE

Within 90 days of ratification any current Security Officer may request an audit of their current pay and credit for past experience. All requests will be reviewed and simultaneously at the end of the 90 day period. If the Security Officer's years of past experience prior to Olympic Medical Center, as defined below, are greater than another Security Officer who is at a higher step, the Security Officer requesting the audit will move to the step equal to the other Security Officer's step. This move shall be made on a one-time non-precedent setting basis and any adjustments will be prospective.

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

LETTER OF UNDERSTANDING– ONE

Margaret Cary, Legal Counsel/Chief Spokesperson
SEIU Healthcare 1199NW
15 South Grady Way #200
Renton, WA 98057

RE: Subcontracting Notice

Dear Margaret:

As of the date of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

The Employer agrees to give the Union at least one hundred eighty (180) days advance written notice prior to any decision to subcontract. The Employer and the Union will meet within fifteen (15) calendar days of the date of the written notice to begin good faith discussions related to the potential subcontracting.

The Employer shall meet and confer with the Union, and will provide the Union with information concerning the proposed subcontracting, including but not limited to, the reason, need, financial impact, affected work and employees, and alternatives considered.

These good faith discussions of options and needs will include but are not limited to:

- Union proposed options and reasonable alternatives that could meet the Employer's primary business needs and
- Potential options with subcontractor that could enable hiring of affected Olympic Medical Center employees in order of seniority to perform the work

The discussions regarding this subcontracting shall conclude within one hundred twenty (120) days from the date of the Employer provided advance written notice of a decision to subcontract.

Hospital Imaging Surgery Sleep Disorders Cancer Care Physical Therapy & Rehabilitation
Laboratory Cardiac Care

The Employer agrees to bargain with the Union regarding any effects on employees of its subcontracting decision.

Sincerely,

Laura Joshel
Employee Relations Coordinator

LETTER OF UNDERSTANDING - TWO

Margaret Cary, Legal Counsel/Chief Spokesperson
SEIU Healthcare 1199NW
15 South Grady Way #200
Renton, WA 98057

RE: Letter of Understanding

Dear Margaret:

The Employer, union and employees are committed to work together collaboratively in order to achieve our mission of making OMC the first choice for quality, safe and compassionate care for the community whom we are here to serve. The parties also recognize the important role that adequate staffing on each shift based on the projected workload, competent, qualified employees, good communication and teamwork play in achieving our mission. The parties acknowledge that changes in patient acuity, census, staff availability, staff attendance, and workload requirements/ needs may change quickly, requiring mutual understanding, timely communication and flexibility. This letter describes the respective commitments and understandings around the processes available to an employee(s) who has a concern around staffing or workload.

Both employees and their supervisors are committed to the OMC code of conduct throughout all interactions, including timely and mutually respectful communication around staffing and workload issues. In addition, supervisors understand that OMC will not discriminate or retaliate against an employee who raises a staffing or workload issue.

Most staffing or workload issues are best resolved in the immediate work setting. Employees who have concerns about staffing or workload are encouraged to address the issues directly with their supervisor in order to provide the supervisor with the opportunity to evaluate and respond to the employee concerns in a timely manner. Many staffing/workload issues, if addressed with the supervisor at the time of the occurrence or during the course of the shift, can be resolved through adjustments in assignments or re-prioritizing workload. In the absence of the direct supervisor, the House Supervisor will be contacted.

Persistent Staffing Concerns. A persistent staffing concern is one that occurs on a regular, on-going basis (with 6 weeks being a general guideline) or on a regularly re-occurring basis as opposed to occasional or periodic.

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Laboratory Cardiac Care

First step.

1. Employee(s) who having ongoing concerns about a persistent staffing shortages or excessive workloads (hereafter referred to as “staffing concerns”) are encouraged to document their concern and address the issues directly with their supervisor/department manager. A manager who is presented with documentation of a persistent staffing concern is responsible for working with the concerned employee(s) to clarify and assess the concern, including possible solutions. The manager may convene a work group/committee, utilize staffing meetings of the department and/or implement an assessment designed to identify whether there are ways to re-structure or re-organize work flow or processes to remove unnecessary impediments as part of the process for evaluating and responding to the concern. The manager is expected to complete his/her review process within 4 weeks or less, concluding with a written explanation as to the manager’s assessment and, where appropriate, solutions.

In the event the supervisor/department manager decides to convene a committee, s/he will solicit volunteers and the Union may appoint the delegate for that department to participate in the process. The committee will work collaboratively to arrive at reasonable solutions, which may include changes to current staffing in order to assure timely, quality service and effective use of hospital resources. All time spent by employees on such a committee will be considered time worked and will be paid at the appropriate rate of pay.

2. If the Union believes a staffing concern is broad based and ongoing, it may submit written documentation to the supervisor/department manager, to trigger a review and response process as provided in paragraph 1 above, in which case the supervisor/manager will provide a copy of his/her written response to the affected employees and the union representative.

Second step. In the event of any of the following, the employee(s) or Union may submit a written request that the issue be reviewed by the Labor Management Committee (LMC) under Article 17.1:

1. The manager does not respond within 4 weeks of being presented with written documentation of a persistent staffing concern; or
2. The employee(s) disagrees with the manager’s conclusion in his/her written response that there is no persistent staffing concern; or
3. The employee(s) believes a persistent staffing issue continues after a reasonable period of time (4 weeks) after solutions have been implemented.

The employee(s) or Union representative is expected to present documentation of the concern, along with a description of the efforts that were made to resolve the concern.

Hospital Imaging Surgery Sleep Disorders Cancer Care Physical Therapy & Rehabilitation
Laboratory Cardiac Care

The LMC will be convened within three calendar weeks of receipt of the employee's request for review if LMC was not otherwise scheduled to meet within that time period. A representative of the affected employee group, the Union representative and the manager will be invited to attend. The LMC will review all documentation submitted by the concerned employee(s) and their manager and make such recommendations as it deems advisable in the form of a report to be submitted to the appropriate hospital administrator within 14 days of the meeting.

The time line for LMC to submit their report to the appropriate hospital administrator may be extended by mutual agreement.

Third step.

The administrator will communicate his/her decision within three weeks of receiving the LMC report.

The parties recognize that the final decision on staffing issues rests with Hospital Administration whose responsibility it is to ensure that an appropriate level of care/service is provided. The determination of staffing (mix of employees, ratios, numbers, etc.) shall not be subject to grievance and arbitration under Article 15.

Staffing concerns for employees in nursing units/departments with state-mandated staffing plans will be addressed through the staffing process established for the nursing unit/department under Article 17.1.1 of parties' collective bargaining agreement for the RN/LPN bargaining unit.

Sincerely,

Laura Joshel
Employee Relations Coordinator

LETTER OF UNDERSTANDING THREE

Margaret Cary, Counsel/Chief Spokesperson
SEIU Healthcare 1199NW
15 South Grady Way #200
Renton, WA 98057

RE: Listed Items

Dear Margaret:

The purpose of this letter is to memorialize the following understandings reached during 2010-2012 negotiations between the Medical Center and SEIU Healthcare 1199NW for a new Service Unit contract:

1. Regarding employee training assignments. Where, in the Employer's sole discretion, it has determined that it is appropriate to assign an experienced employee to provide intensive training to a newly hired or newly transferred employee, the Employer will pay the assigned employee one dollar (\$1.00) per hour over the employee's regularly hourly rate for all hours for which the employee is assigned to train. The Medical Center may first require the employee to attend an education program to enable the employee to be an effective trainer. Attendance at any required educational program for this purpose will be paid as time worked. In contrast to training, orientation generally involves assisting an employee in becoming familiar with their assigned responsibilities, frequently documented through a departmental checklist.
2. Job Vacancies under Article 5.6.1. In recognition of the unique circumstances related to staffing at OMC (such as geographic isolation, limited candidate pool, lack of ready access to agency relief), the parties acknowledge the use of positions with variable shifts. These positions are established on a limited basis in response to a specific need, e.g., relief or vacation coverage. It is not the intention of the Employer to move the general work force to positions involving a variable FTE or positions that call for the employee to work more than one shift, nor is it the intention of the Employer to establish a variable FTE or position with multiple shifts as the prevalent or dominant type of position(s) in the bargaining unit. The use of either type of position will be voluntary.
3. Deletion of Former Article 8.5 Minimum Wage. The 2001-2003 collective bargaining agreement contained the following provision: "Article 8.5 Minimum Wage. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein." The deletion of this language in the former Article 8.5 when wage schedules with longevity increments were re-established is

not intended to prohibit the Employer from offering employees any benefit except what is specifically provided for in this Agreement. The grievance process remains the appropriate avenue for any allegations that the payment of a particular wage and/or benefit violates a specific term or condition of the contract.

4. Lead Premium under Article 8.5. Gary Wright will continue to be paid \$1.05 for all hours he is assigned lead responsibilities.

5. Employee Cost Share for Spouses and Eligible Children. Effective with the January 2013 plan year, future increases to the employee's cost share for dependent coverage and/or spousal coverage over the prior plan year is limited to ten percent (10%). In any plan year in which the employee's cost share goes below the applicable percentage, the employer may increase the employee cost share above the actual percentage increase that plan year, up to a maximum of 10%.

6. Waiver of certain Hospital co-pays. On a quarterly calendar basis, benefit eligible employees may submit any Explanation of Benefit forms (along with copies of any bills paid for services) for the employee and/or any eligible dependents for the quarter in order to obtain a waiver of (or reimbursement for, in the case of services for which the employee has already paid) any hospital services, including overnight stays, that exceed \$100 for the quarter for the employee and/or eligible dependents. Requests for the first calendar quarter must be submitted along with the required documentation by April 30; for second quarter by July 31; for third quarter by October 31; and fourth quarter by January 31. Administration of the waiver is subject to the employee providing adequate documentation that the required annual plan deductible for the employee and/or eligible dependent has been satisfied.

This waiver/reimbursement excludes the ER co-pay and all physician/mid-level (professional fees) co-insurance.

At the beginning of each year, the Employer will communicate to all employees at least in email format the form regarding the Waiver Request Form which contains the information regarding the form and process. The Employer will review the information with the Labor Management Committee for feedback and discussion the month preceding when the information is sent out to staff.

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

Any payment for time off due to sickness shall be subject to notification of absence, which shall be given to the employee's supervisor/manager at least two hours prior to the first day of absence and subsequent days.

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

Upon retirement, employees giving the required notice will receive payment of fifty percent (50%) of the accrued sick leave in excess of 240 hours at their base rate of pay.

8. Joint Bargaining. The joint bargaining process shall include meeting at "big tables" with both bargaining units and "small tables" with separate bargaining units. The parties will negotiate the following issues at the big table:

- Medical benefits
- Retirement
- Short term disability
- Life insurance
- Health and safety
- Term of the agreement
- Leaves of absence (jury, bereavement, FMLA, military, personal, union)
- Nurse staffing and workload issues
- Union membership and activity (membership dues deduction, union access, union officers/delegates, employee rosters, bulletin boards, negotiation release time, contract distribution, union orientation, meeting space, non-discrimination for union activities, voluntary political action fund deduction)
- Holidays

All other issues will be negotiated at the small table unless, by mutual agreement, the parties agree that the matter is appropriate for big table bargaining or for a subcommittee meeting.

9. Vacation Cash Out. During the course of bargaining in 2011, in order to assure compliance with certain regulatory requirements of the Internal Revenue Service (IRS) the parties agreed to delete former Article 8.1.1 (Vacation Cash Out Option) that provided the opportunity for eligible employees to cash out up to forty (40) hours of accrued vacation (at

100% of the value, subject to required deductions) each October of the calendar year subject to meeting certain restrictions. Interested employees still have an annual option under OMC policy #6.07 (Selling of Vacation Options) for cashing out vacation at 90% of the full value of the hours, subject to certain eligibility requirements. OMC policy #6.07 is designed to assure compliance with IRS regulations.

Sincerely,

Laura Joshel
Employee Relations Coordinator

