

AGREEMENT

By and Between OLYMPIC MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW (RN/LPN)

RN/LPN COLLECTIVE BARGAINING AGREEMENT

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THIS AGREEMENT is made and entered into by and between OLYMPIC MEDICAL CENTER (hereinafter referred to as the “Employer” or “Hospital”), and, SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE, 1199 NW (hereinafter referred to as the “Union”).

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goals of insuring quality patient care by establishing standards of wages, hours and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

ARTICLE 1 – RECOGNITION

1.1 Registered Nurse.

Pursuant to the public Employment Relations Commission Certification dated January 29, 1990 (Case No. 8086-E-1369, Decision 3317-B-PECB), the Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover, all Registered Nurses employed by the Employer as Registered Nurses at its hospital in Port Angeles, Washington, and its ambulatory surgery center in Sequim, Washington; excluding nurses employed as supervisors or in management, or as a CRNA, and all other employees.

1.2 Licensed Practical Nurse.

The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover, all Licensed Practical Nurses employed by the Employer as Licensed Practical Nurses pursuant to the Employer’s position description at its Hospital in Port Angeles, Washington, excluding supervisors and other employees.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 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 3 – DEFINITIONS

3.1 Staff Nurse.

A Registered Nurse who is responsible for the direct and indirect nursing care of hospital patients. An experienced Registered Nurse returning to practice who has recently, satisfactorily completed a nursing refresher course approved by the Director of Nursing Service shall be classified as a Staff Nurse for starting salary purposes.

3.2 Charge Nurse.

A Registered Nurse who is assigned the responsibility for an organized unit. A nurse who is assigned as charge nurse shall be paid for all hours worked as a charge. An organized unit shall be defined by the Employer. The Charge Nurse has authority to initiate discussion with unit director and/or house supervisor to adjust staffing levels, to meet patient care needs with guidance from an acuity tool and using MOU #11 (Staffing Alert) as a resource. Olympic Medical Center agrees to meet at Labor Management Committee to develop an acuity tool to help assist in providing the appropriate staffing.

3.3 Preceptor.

Preceptor assignments shall be determined by Nursing Administration and require mutual agreement of the nurse involved. A preceptor is an experienced nurse proficient in clinical teaching and communication skills who has completed the appropriate in service program and is assigned by the Employer the responsibility for planning, organizing, and evaluating the orientation of newly hired nurses, newly transferred nurses and resident nurses. Inherent in the preceptor role is the responsibility for a specific, criteria-based and goal-directed education and

training for a specific orientation period. Newly transferred experienced nurses may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility as determined by nursing management. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process. This would include providing informational assistance, support and guidance to new nurses, floats, registry and ancillary personnel.

3.4 Regular Full-Time Employees.

Employees who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period and who have successfully completed the probationary period.

3.5 Regular Part-Time Employees.

Employees who are 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 and who have successfully completed the probationary period.

At the time of hire, an understanding shall be reached as to the number of hours it is expected the employee will work. Part-time employees shall accrue vacation and holiday pay under Article 7.3 on a pro rata basis according to the number of regular paid hours as defined in Article 3.10. Other benefits are pro-rated as provided for in this agreement.

Part-time nurses who feel that they are not properly classified or are not appropriately receiving pro-rated benefits shall have the right to require review of their status, and, if they are not satisfied, may submit the dispute to the grievance procedure. A part-time nurse may elect to be paid a 15% premium over their wage increment, effective upon completion of their probationary period. The differential premium shall be paid in lieu of all benefits provided for in this agreement except for longevity steps and shift differential, standby and call back pay, charge rate, weekend premium, and time and one-half their normal rate of pay for work on holidays, preceptor pay and all overtime, where eligible. Election of the premium in lieu of benefits must occur within ten (10) days of employment or within thirty (30) day of ratifying this Agreement, whichever is later, and between the dates of December 1st and December 10th in each subsequent year thereafter.

3.6 Per Diem Employees.

An employee hired after July 1, 1980, and scheduled to work less than sixteen (16) hours per week or to work during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency, vacation coverage or employee absenteeism. Such employees shall be paid in accordance with the wage schedule which is a fifteen percent (15%) premium above the hourly wage rate. Per diem nurses shall receive longevity steps and are eligible for shift differential pay, standby pay, call back pay, weekend premium, and time and one-half their normal rate of pay for work on holidays. Per diem employees shall be paid for all overtime worked in excess of the normal work period as defined in the Agreement. Regular employees reclassified to per diem status shall retain their wage step for pay purposes, plus fifteen percent (15%) premium in lieu of all benefits. Per diem employees shall not accrue seniority. Full-time or part-time employees who become per diem employees shall retain their previously accrued seniority only if they return to a regular full-time or part-time position within one year of becoming a per diem employee.

Per diem employees shall be eligible for a longevity step as provided for under Article 6.2 (Computation of Service).

To retain per diem status, a nurse must be available for assignment a minimum of four (4) days per calendar month, including one (1) weekend per calendar month, one summer holiday (Memorial Day, Fourth of July, Labor Day), and one winter holiday (Thanksgiving, Christmas, New Year's Day).

3.6.1 New FTE Postings. Any per diem nurse who reasonably believes that the hours that s/he has been working over a six month period constitute an FTE position, s/he may request that the unit manager post the position. The unit manager has fourteen (14) days to respond. If the request is denied, the nurse may request an audit by the Labor Management Committee which must be completed within thirty (30) days of the request. The review by the Labor Management Committee will take into consideration that some vacation hours should be covered by a permanent FTE. If the review concludes that an FTE will be created, it will be posted per Article 13.1. If the parties cannot reach agreement regarding the FTE posting, the dispute may be submitted to the grievance procedure.

3.7 Probationary Period.

The following employees shall be considered probationary upon hire: all full-time and, part-time nurses. The first 520 hours worked including overtime but excluding standby hours 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. An employee shall attain regular employee status upon successful completion of the probationary period. All probationary time

worked shall be counted toward longevity steps and benefits. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

3.8 Normal Rate of Pay.

The normal rate of pay as used in this Agreement shall mean the nurse's hourly wage rate step placement plus, as applicable:

Shift differential pursuant to Article 6.6 Per diem premium pursuant to Article 3.6

In-lieu-of-premium pursuant to Article 3.6

3.9 Regular Rate of Pay Definition.

The regular rate of pay as used in this Agreement is an hourly rate and is determined by dividing his/her total remuneration* for services during hours of employment in the work period by total number of hours actually worked in that work period for which compensation was paid. (*Above remuneration does not include pay for vacation, holiday, sick leave, gifts and employer contributions to health insurance, retirement plan and required employer payroll taxes.)

3.10 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, bereavement leave, and low census and cancel time under Article 5.13.1. This excludes overtime, call-back hours, standby- hours, and all other hours.

ARTICLE 4 – DISCIPLINE AND DISCHARGE FOR JUST CAUSE

4.1 Notice of Resignation or Termination.

Regular employees shall give not less than twenty-one (21) calendar days prior written notice of intended resignation. Employees who fail to provide twenty-one (21) written notice and employees discharged for cause are not eligible for payment of unused accrued vacation and/or holiday pay.

4.2 Discipline/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. Counseling, whether verbal or confirmed in writing, is not considered to be formal disciplinary action. 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 interview. Regular employees disciplined or discharged shall be entitled to utilize the grievance procedure.

4.3 Use of Contract Benefit.

No nurse shall be disciplined for the appropriate use of a contract benefit.

ARTICLE 5 – WORK SCHEDULE AND OVERTIME

5.1 Work Week, Work Day.

The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, plus an unpaid meal period of one-half (½) hour.

5.2 Innovative Scheduling.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. The Employer and the union mutually recognize the benefit that innovative work schedules may have on recruitment and retention of qualified nurses. To further encourage the exploration, development and offering of innovative work schedules, the Employer and the Union agree to work together to create an environment within their respective organizations where staff and management nurses have an opportunity to consider innovative work schedules, taking into consideration such factors as employee interest,

patient care needs, turnover and vacancy rates, the use of overtime and agency nurses and employee morale. Innovative work schedules may be established consistent with the following:

1) Twelve (12) Hour Shifts

- a. Three (3) shifts per week for thirty six (36) hours pay
- b. Vacation pro rata
- c. Full-time for purposes of insurance benefits
- d. Overtime after forty (40) hours in a week

2) Nine Hour Shifts (Third Shift Only)

- a. Four (4) shifts per week for thirty six (36) hours pay
- b. Vacation pro rata
- c. Full-time for purposes of insurance benefits
- d. Overtime after forty (40) hours in a week

3) Ten Hour Shifts

- a. Four (4) shifts per week for forty (40) hours pay
- b. Overtime after forty (40) hours in a week

4) Other alternative work schedules in which specific terms are agreed upon by the Employer and the Union.

All innovative schedules must be mutually agreeable to the Employer and the employee(s) involved. The Employer or employee(s) shall have the right to revert back to an eight (8) hour schedule, or the schedule in effect immediately prior to the alternative work schedule, including the same unit, shift and FTE, after thirty (30) days advanced written notice.

5.2.1 Shift differential shall be paid in accordance with Article 6.5 if an employee works two (2) or more hours on the designated shift.

5.2.2 Employees on innovative schedules shall accrue and be paid holiday pay on an eight (8) hour basis. Hours actually worked on a holiday shall be

paid at time and one-half (1 ½) the normal rate. Overtime work performed on a holiday shall be compensated at double the employee's regular rate of pay in addition to holiday pay.

5.2.3 Twelve (12) hour shift employees shall receive three (3) fifteen (15) minute rest breaks and an unpaid meal period of one-half (½) hour.

5.2.4 Charge and preceptor premiums shall be paid for hours actually worked in such capacities.

5.2.5 An eight (8) hour employee working in an innovative shift area shall continue to be an eight (8) hour employee. An innovative shift employee shall maintain such status when floating into an eight (8) hour area.

5.3 Overtime.

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 eight (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day and 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.

5.4 Overtime and Double-time Rate of Pay.

All overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. All time worked in excess of twelve (12) hours, broken or unbroken within a twenty-four (24) hour period shall be paid for at double the employee's normal rate of pay. The twenty-four (24) hour period shall commence at the beginning of the employee's regular 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).

5.5 Use of Overtime.

5.5.1 Computation of Overtime. Overtime shall be computed to the nearest one-quarter (¼) hour, and shall be discouraged.

5.5.2 Prohibition on Mandatory Overtime. Pursuant to the requirements of R.C.W. 49.28.140, no nurse covered under this collective bargaining agreement may be required to work overtime, except as provided in Article 5.5.3. Attempts to compel or force nurses to work overtime are contrary to public policy. The acceptance of overtime is strictly voluntary and the refusal of a nurse to accept such overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.

5.5.3 Exceptions to prohibition on mandatory overtime. The prohibition of mandatory overtime contained in Article 5.5.2 does not apply to overtime work that occurs:

- (1) Because of any unforeseeable emergent circumstance;
- (2) Because of prescheduled on-call time;

(3) When the Employer documents that it has used reasonable efforts to obtain staffing. An employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or

(4) When a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

5.5.4 Definitions.

(1) "Overtime" means hours worked in excess of an agreed upon, predetermined scheduled shift within a twenty-four hour period not to exceed twelve hours in a twenty-four hour period or eighty hours in a consecutive fourteen-day period.

(2) "On-call time" means time spent by a nurse who is not working on the premises of the hospital but who is compensated for availability or who, as a condition of employment has agreed to be available to return to the premises of the hospital on short notice if the need arises.

(3) "Reasonable efforts" means that the Employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage: (a) Seeks individuals to volunteer to work extra time from all available qualified staff who are working; (b) Contacts qualified employees who have made themselves available to work extra time; (c) Seeks the use of per diem staff; and (d) Seeks personnel from a contracted temporary agency when such staffing is permitted by law or an applicable collective bargaining agreement, and when the Employer regularly uses a contracted temporary agency. As of the date of this Agreement, the Employer does not currently regularly use a contracted temporary agency.

(4) "Unforeseeable emergent circumstance" means: (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services.

5.6 Computation of Overtime.

Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay and/or premium compensation paid at the rate of time and one-half ($1\frac{1}{2}x$) or greater. If a nurse qualifies for two or more overtime and/or premium compensations for the same hours worked, the nurse will receive the highest compensation, either overtime or premium, for which the nurse is entitled.

5.7 Callback Definition & Pay.

An employee called back to work after the completion of the employee's regular work day shall receive a minimum of four (4) hours of pay at the appropriate rate.

5.8 Meal and Rest Periods.

Employees shall receive an unpaid meal period of one-half ($\frac{1}{2}$) hour and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Employees required to work during this meal period shall be compensated for such work at the appropriate rate. Nourishment shall be made available upon request of any employee working excessive hours within twenty-four (24) hours, whether or not the shift was broken or unbroken.

5.9 Weekend Work.

Nurses shall be given every other weekend off (26 weekends per calendar year) except that the Employer may schedule nurses to work up to two (2) additional weekends per calendar year (up to 28 weekends per calendar year) to be scheduled at the rate of a maximum of one extra weekend of their same shift in a six (6) month period by

posting on the monthly work schedule per Article 5.12. An employee will not be scheduled above their FTE without mutual agreement, per Article 5.12. Nurses may be scheduled more frequently or on a different shift only by mutual consent. If a nurse is cancelled from an extra weekend or placed on call, that cancellation or call schedule shall count toward the nurse's extra weekend requirement. A nurse on an extra weekend shall be the first to be placed on-call or the first to be cancelled in the event of low census, unless mutually agreed otherwise. When the nurse works on his/her weekend off or on any weekends in excess of 26 weekends per calendar year, he/she shall be paid one and one-half ($1\frac{1}{2}$) times the appropriate rate of pay, unless mutually agreed otherwise.

Nurses who wish to trade weekends must submit a request in writing to the Unit Manager for approval. Such trades shall not be applicable to overtime provisions.

This section shall not apply to nurses who work weekends at their request, provided such request has been submitted and approved in writing by the Unit Manager of the unit involved.

To cover the weekends normally worked during vacations and holidays, prior to assigning additional weekend work, managers will first seek coverage from per diem nurses and will utilize nurses who have indicated they will volunteer to work extra weekends.

5.9.1 Weekend Premium Pay.

Registered Nurses shall receive a four dollars (\$4.00) per hour weekend premium and Licensed Practical Nurses shall receive a Two Dollar and Thirty-one cents (\$2.31) per hour weekend premium in addition to their normal rate of pay for all hours worked on a weekend. The weekend is defined as 2300 (11:00 p.m.) Friday through 2300 (11:00 p.m.) Sunday. The weekend premium shall be considered part of the nurse's regular rate of pay only when the nurse works

overtime. The weekend premium shall only be paid for direct patient care and for mandatory scheduled work assignments occurring on the weekend (excluding any educational leave assignments).

5.10 Full-time Employees and Scheduled Days Off.

All full-time employees called in on their scheduled day off shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the normal rate of pay for the hours worked unless mutually agreed otherwise or the employee has not fulfilled their FTE for the work week as a result of employee-requested cancel time.

5.11 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.

5.12 Work Schedule Posting.

A four (4) week work schedule shall be posted ten (10) days prior to the start of the schedule. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth in the posted work schedule may be changed only by mutual consent. An employee will not be scheduled above their FTE without mutual agreement.

5.12.1 Extra Shift Sign-Up. A draft work schedule shall be posted by the twentieth day prior to the start of the schedule. Between the posting of the draft schedule and the tenth day prior to the start of the schedule nurses shall be given the opportunity to sign up for any extra shifts that they are

available and qualified to work. The Employer will make a good faith effort to offer extra shifts on a rotating basis to available nurses who have confirmed they are interested, subject to patient care needs and scheduling requirements.

5.13 Low Census.

The parties agree to cooperate in an effort to insure maximum productivity and an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for Labor Management Committee consideration.

5.13.1 Cancel Time and Low Census

When it becomes necessary for the hospital to make a reduction of hours worked due to low census or economic reasons, the following order of reduction in hours will be followed:

- a. Nurses on a required extra weekend per Article 5.9.
- b. Volunteers. All such hours shall be credited as part of the forty-eight (48) hour maximum accrual.
- c. Nurses working extra shifts that were scheduled after the 10th of the preceding month. Nurses added into the schedule on ESI will have it designated as an extra shift on the daily and master schedule. Extra shifts that are cancelled do not count toward the nurse's obligation to rotate cancel time.
- d. Per diem nurses.
- e. Skill Development. The Employer will allot up to 150 shifts (1200 hours) for RNs and up to twenty-five (25) shifts (200 hours) for LPNs per calendar year for skill development or other related nursing assignments consistent with the organizational and skill needs as determined by the Employer. To be eligible to participate in the pool, a nurse will agree in writing to be cross-trained and float to areas of patient care, per Article 14.1, required by Nursing Administration.
- f. In the event the pool is exhausted, or the individual elects not to participate in the pool, there will be rotation among all affected employees, starting with the least senior affected employees, provided skill, competency, and ability are considered substantially equal, in the opinion of the employer. The designated pool of shifts is not to be used for float assignments which cover short staffing on a unit or as orientation for new employees, including current employees permanently assigned to a new unit.
- g. If a senior employee (five years or more accrued seniority as defined in Article 10.1 – 10,400 regular paid hours or more) is called off more than forty-eight (48) 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 that skill, competence and ability are considered substantially equal in the opinion of the employer. Within twenty-four (24) hours of completing the roster seven (7) times, 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.

5.13.2 Nurses may choose to use accumulated vacation credits when assigned low census.

5.13.3 Nurses who report for work as scheduled and who leave due to low census shall be paid four (4) hours pay at the normal rate.

5.13.4 Whenever possible nurses will be notified at least two (2) hours in advance of their shift cancellation or be paid four (4) hours pay.

5.13.5 During an identified chronic low census period, the employee will call the House 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 shift start.

5.13.6 If, in call-off situations, it is mutually agreed that the RN be placed on standby status, the RN will receive a minimum eight (8) hours standby pay, plus their normal rate of pay for all hours worked, plus accrual of benefits, up to a maximum eight (8) benefit hours, unless on innovative shifts. On innovative shifts all hours scheduled shall be compensated per this section. In the event the RN agrees to be placed on standby in a call-off situation, the RN will report to work if called in for that shift.

5.13.7 On a quarterly basis, the Employer will send to the Union and provide the Labor Management Committee low census data that will include the following:

- a. Low census by every unit and shift indicating whether it is for skill development or other related nursing assignments.
- b. The data will be sent to the Union in April, July, October and January of each year.

5.14 Shift Rotation.

It is not the intent of the Employer to rotate shifts on a regular basis except by mutual agreement between the Employer and employee. When shift rotation is implemented a good faith effort will be made to limit shift rotations to a fourteen (14) day period between each rotation. More frequent shift rotations may be mutually agreed to on an individual basis.

5.15 Excessive Consecutive Work Days.

Work weeks consisting of excessive consecutive work day shall be discouraged unless mutually agreeable to the Employer and the employee concerned. When it is necessary to schedule excessive consecutive work days, every effort shall be made to rotate these assignments. Upon request of a nurse who has worked a previously scheduled day off, an additional day off shall be scheduled.

5.16 Work in Advance of Shift.

When a nurse is requested to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the normal rate of pay.

5.16.1 Nurses shall be guaranteed a minimum of eight (8) hours work including all hours worked prior to the shift, unless it is otherwise mutually agreed.

5.16.2 Nurses who are not on standby and are called to come in advance of their shift and then are notified not to come in shall receive four (4) hours pay at the normal rate.

5.17 Shift Cancellation and Call-In Procedures.

When an employee is called into work after being canceled on a regularly scheduled day then recalled to come in after the shift began, the Employer shall pay the employee for a minimum of four (4) hours at the normal rate. Nurses who have been canceled from a previously scheduled day, and then recalled to work shall have the option of accepting or declining such requests without penalty, harassment or intimidation.

5.18 Pay for Employees Called In to Work.

When an employee who is not on standby is called into work, or an employee on standby is paged to work, they will be paid from the time they are called in or paged, if they report within one hour of the call.

5.19 Notification of Absence.

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

ARTICLE 6 – COMPENSATION

6.1 Wage Rates.

Employees covered by this Agreement shall be paid in accordance with the guidelines contained herein and the applicable wage rates set forth in Appendix A and Appendix B of this Agreement.

YR 1: Effective the first full pay period following ratification of this contract, increase each step in Appendix A (RN Salary Schedule) and each step in Appendix B (LPN Salary Schedule) by \$0.90.

YR 2: Effective the first full pay period following March 1, 2018,, increase each step in Appendix A (RN Salary Schedule) and each step in Appendix B (LPN Salary Schedule) by \$0.70.

YR 3: Effective the first full pay period following March 1, 2019, increase each step in Appendix A (RN Salary Schedule) and each step in Appendix B (LPN Salary Schedule) by \$0.70.

YR 4: Effective the first full pay period following March 1, 2020, increase each step in Appendix A (RN Salary Scheudle) and each step in Appendix B (LPN Salary Schedule) by \$0.50.

6.2 Computation of Service.

For purposes of computing longevity increments, one (1) year of employment shall include either twelve (12) calendar months or 1,664 regular paid hours as defined in Article 3.10, whichever comes last. Regular paid hours includes hours for which the employee was scheduled to work but didn't as a result of low census cancel time. Employees shall be eligible to receive accrued benefits on a calendar year basis. Longevity increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

6.2.1 Per Diem Employees Longevity Increments.

Per diem employees shall be eligible to receive longevity increments based on working 1,664 hours or one (1) calendar year, whichever comes last.

6.3 Hire-In Rate.

Hire-in rate for new nurses covered by this Agreement shall be changed to allow year for year credit for continuous recent applicable experience.

6.3.1 Credited Experience.

Continuous recent applicable experience shall be defined as clinical nursing experience in an acute care setting, home health agency or equivalent health care experience without a break in nursing which would reduce the level of nursing skills or nursing experience comparable to that required in the position for which the nurse is being hired, in the opinion of the Chief Nursing Officer. (Participation in a nursing program does not count as year for year credit and does not constitute a break in nursing experience.) In the event an RN new hire has previous LPN experience, s/he shall receive credit based on the above definition on the basis of 2 years of LPN experience equal to 1 year of RN experience.

6.4 On-Call pay for Operating Room (OR) and Diagnostic Imaging (DI) RNs.

Registered nurses in the OR/DI placed on on-call status off hospital premises shall be compensated at the rate of four dollars (\$4.00) per hour of OR/DI on-call duty and LPNs placed on such OR/DI on-call status shall receive two dollars and seventy-five cents (\$2.75) per hour of on-call duty. An OR/DI nurse on on-call status who is called to work shall be paid for all hours worked at the rate of one and one-half times (1½x) the employee's normal rate of pay, with a minimum guarantee of four (4) hours. After twelve (12) hours, broken or unbroken, the rate shall be double time (2x). OR/DI on-call duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or accrual of vacation and holiday benefits. OR/DI on-call pay shall be paid in addition to call-back pay. Paging devices shall be provided for all employees on call, in proper working order for a 30-mile range.

6.4.1 Second or Third Crews and Call-Back Pay. A second or third crew called back shall receive a minimum of four (4) hours call-back pay at the appropriate rate, plus eight (8) hours' stand-by pay.

6.4.2 OR On-Call on Weekends. Any OR RN/LPN scheduled for on-call every other weekend shall accrue one (1) extra hour of paid vacation in addition to the OR on-call/callback pay.

6.4.3 An OR RN/LPN who is assigned on-call following their regular work shift who is held over will be paid at the overtime rate for the actual time worked beyond the end of the work shift. The four (4) hour minimum will be paid if the employee is held over more than an hour and a half.

6.5 Shift Differential Pay.

Registered Nurses assigned to the second (evening) shift shall be paid a shift differential or premium of two dollars and seventy-five cents (\$2.75) per hour over the normal hourly rate. The third shift differential for Registered Nurses will be four dollars and twenty-five cents (\$4.25) per hour.

The evening shift differential for LPNs shall be two dollars (\$2.00) per hour. LPNs assigned to the night shift will be paid three dollars per hour.

Employees shall be paid shift differential for those hours worked on a second or third shift if two (2) or more hours are worked on the designated shift.

6.6 Charge Nurse Pay.

Registered Nurses designated as Charge Nurses will receive a differential of two dollars and twenty-five cents (\$2.25) per hour over their normal hourly rate for all hours worked as Charge Nurse. Charge pay is applicable to hours actually worked in a charge responsibility and shall be part of the normal rate only for such hours.

6.7 Preceptor Premium.

Any nurse assigned as a preceptor shall receive an additional one dollar (\$1.00) per hour for all hours so assigned.

6.8 Change in Classification.

A change in classification from Licensed practical Nurse to Registered Nurse shall not alter a full-time or part-time nurse's hours worked for purposes of vacation accrual or eligibility for longevity increments.

6.9 Float Premium.

A nurse floating from his/her work unit to a different clinical area to assume a regular patient assignment will be paid two dollars and fifty centers (\$2.50) per hour over the employee's regular hourly rate of pay for all hours floated. Clinical areas include: OB; Emergency Department; Medical/Surgical (2 Main, 2 West); Surgery/PACU/Endoscopy; Short Stay Unit and Critical Care/Telemetry.

Exceptions: Employees are not eligible for float premium in the following circumstances:

- a. When being cross-trained pursuant to Article 5.13. (e)
- b. When an employee requests a floating assignment in lieu of low census
- c. When an employee is hired to work in more than one work unit
- d. When an employee voluntarily signs up to work additional shifts on unit different from the unit in which the employee was hired to work

6.10 Certification Premium. Registered Nurses certified in a specialty area by a national organization shall be paid a premium of one-dollar (\$1.00) per hour provided that the particular certification has been approved by the Assistant Administrator/Chief Nurse executive, and further provided that the nurse continues to meet all education and other requirements to keep the certification current in good standing. Only one certification premium rate can be credited per nurse.

ARTICLE 7 – HOLIDAYS

7.1 Recognized holidays.

The following holidays shall be recognized under this Agreement:

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

Requests for floating holidays shall be made fifteen (15) days prior to the issuance of the four-week schedule in which the day will be taken.

Floating holidays can be carried over from year to year, and utilized at the nurse's discretion, providing patient needs are met.

7.2 Pay for Holiday Worked.

An employee required to work on New Year's Day, Fourth of July, Thanksgiving Day, President's Day, Memorial Day, Labor Day or Christmas shall receive one and one-half (1½x) the normal rate of pay for the regularly scheduled shift. Overtime worked performed on a holiday shall be compensated at double the employee's regular rate of pay in addition to holiday pay.

7.3 Holiday Pay For Part-Time Employees.

Part-time employees accrue holiday pay based on regular paid hours as defined in Article 3.10. Part-time employees may accrue holiday pay up to an accumulated sixteen (16) hours, plus an additional eight (8), for a total of up to twenty-four (24) accrued hours maximum. Once unused accrued holiday pay hours total a maximum of twenty-four (24) hours, eight (8) will be cashed out in the next pay period. Upon request, a part-time employee may also receive accrued, unused holiday pay to augment the difference in what would have been worked and paid if not in a low census status. Paid time off using accrued holiday pay may be requested through the department's established scheduling system.

7.4 Holiday Pay for Full-Time Employees.

A full-time employee will be paid eight (8) hours of pay at the normal rate of pay in the pay period in which the holiday occurs 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. If a holiday falls during an employee's vacation, the holiday will not be charged as a vacation day.

7.5 The Employer shall use its best efforts to rotate holiday work among both full- time and part-time employees.

7.6 Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

7.7 To be eligible for holiday pay, the employee must have worked on the employee's last regularly scheduled shift before the holiday and the first regularly scheduled day after the holiday unless the employee is on vacation, sick leave or other authorized absence.

ARTICLE 8 – VACATIONS

8.1 Accrual.

After completing 1040 hours of employment, employees shall be eligible to receive paid vacation benefits accrued 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)

8.1.1 If an employee covered by this Agreement leaves the Employer's employ for any reason prior to completing 1,040 hours worked, all vacation benefits paid under this provision will be recovered from the employee by means of a payroll deduction.

8.2 Scheduling.

Vacation shall begin accruing the first day of employment. All vacation must be scheduled in advance and be approved by the manager. The Employer shall have the right to schedule all vacation requests in such a way as will least interfere with patient care and work load requirements of the hospital and assure adequate core staffing.

8.2.1 Definitions

Summer Prime Time: Memorial Day Weekend through September 15. Winter Prime Time: Saturday before Thanksgiving through January 2. Non-Prime Time: All other dates.

8.2.2 Summer Prime Time Vacation Requests.

A calendar for Summer Prime Time vacation requests will be posted on each unit January 1 for nurses to have the opportunity to work out potential conflicts prior to submitting vacation requests. By March 31, Per diem nurses will submit their available dates, if any, they are willing

to provide coverage in order to assist the Manager in determining the number of vacation requests that can be granted during any given time period. Nurses will indicate any additional weekends during Summer Prime Time they are willing to work.

Requests submitted by March 31 will be approved or denied by April 21 or closest business day after.

No more than a total of three weeks vacation time, including scheduled and unscheduled days of work (continuous or in segments), will be granted. The Manager may grant additional days off if no conflict exists.

Requests shall be approved on a seniority basis within the department if there are no conflicting requests. In the event there are conflicting requests, the same vacation period (involving any overlap of the same days) will not be granted to the same person annually in order to give equitable access to time off during Summer Prime time.

Requests for individual weekends off will be granted unless there is a conflict with a request for a longer period of time.

Requests for Summer Prime Time submitted after the required deadline will be handled the same as requests for non-prime time.

8.2.3 Winter Prime Time Vacation Requests.

A calendar for Winter Prime Time vacation requests will be posted on each unit September 1 for nurses to have the opportunity to work out potential conflicts prior to submitting vacation requests. Nurses will indicate any additional weekends during Winter Prime Time they are willing to work.

Requests submitted by September 30 will be approved or denied by October 21 or the closest business day after.

Requests shall be approved on a seniority basis within the department, subject to required holiday rotation.

8.2.4 Non-Prime Vacation Requests.

Requests for non-prime time vacations may be made no more than one year in advance of the requested time off.

Requests shall be granted based on date of submission in accordance with departmental scheduling procedures. In the event two employees submit a request on the same date (and time, for departments using electronic scheduling), seniority shall be the tie-breaker.

The manager will notify employees if the request is granted or denied within twenty-one (21) calendar days or the closest business day after.

There will be no limit on the amount of time vacation taken during Non- Prime Time provided the employee has the accrued paid time available.

8.2.5 Denied Requests.

Previously denied vacation requests may be resubmitted the month before the desired vacation. In the event there are two or more requests for the same time period, the dates of the original submission will be used to determine the nurse who will be granted the vacation time, unless the request is for Summer or Winter Prime Time, in

which case seniority shall be the tie-breaker, provided the original request was submitted by the required deadline.

8.3 Rate of Pay.

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

8.4 Payment.

Earned vacation pay including all premium pay for regularly scheduled employees shall be issued prior to the employee's vacation provided the employee has requested the check two weeks prior to taking vacation.

8.5 Resignation.

After completion of six (6) months of employment (1,040 hours), employees shall be paid upon resignation of employment for any vacation credits earned but not used unless the employee fails to provide the Employer with the required twenty-one (21) calendar days prior written notice of intended resignation or is discharged for just cause.

8.6 Maximum Accrual.

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

8.7 Retirement.

Upon retirement, employees giving the required notice will receive payment of all unused earned vacation pay at the employee's normal rate of pay.

ARTICLE 9 – SHORT TERM DISABILITY

9.1 Short Term Disability Plan

The Employer shall provide the 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 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 Short Term Disability Plan except by mutual agreement. This agreement does not apply to administrative plan changes. The employee will be eligible for 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 anniversary date, up to the 26 week maximum

9.2 Proof of Illness.

The Employer reserves the right to require reasonable written proof of illness. When an employee applies for Short Term Disability 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 an area of practice/specialty appropriate to the working diagnosis.

ARTICLE 10 – SENIORITY, LAYOFF AND RECALL

10.1 Accrual.

Seniority shall be accrued on a calendar year basis, using regular paid hours of continuous service in the bargaining unit, commencing with the employee's latest date of hire as a Registered or Licensed Practical Nurse.

10.1.1 Loss of Seniority.

Seniority shall be broken by termination of employment, failure to return from a leave of absence on a timely basis, absence from work for three (3) consecutive work days without calling in, except where an emergency situation prevents the employee from call, after twelve (12) consecutive months on the recall roster or other grounds for termination of recall rights under 10.2.7.2. When seniority is broken, the employee shall on reemployment, be considered a new employee.

10.2 Layoff Definition and Notice.

A layoff is defined as a permanent or prolonged reduction in the number of employees in a job classification within a nursing unit, i.e., medical/surgical, OB, CCU/Tele, Surgical Services, Short Stay, or a department, i.e., Diagnostic Imaging, Cardiac Services, Cancer Center infusion services.

10.2.1 Notice. In the event of a layoff, the Employer shall notify any employees involved thirty (30) calendar days or pay in lieu thereof prior to the impending layoff unless the layoff is related to extended low census. The Employer will also notify the Union thirty (30) calendar days prior to implementing a reduction in force. Notice to the Union will run concurrently with notice to the employee(s) involved. Representatives of the Union and the Employer will meet to discuss alternatives 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.

10.2.2 Hold on Open Positions. Open (vacant) positions in the bargaining unit requiring comparable skills, competencies and abilities will not be filled during the period beginning with the first day of the 30 day notice of layoff to the effective date of layoff.

10.2.3 Designation of a Low Seniority Roster (LSR).

In the event of a layoff (including a unit merger or unit re-structure involving a layoff or a unit closure), a Low Seniority Roster will be established. The Lower Seniority Roster shall be a list of the least senior regular employees in the bargaining unit equal to the number of positions eliminated as the result of a layoff. The list of the Low Seniority Roster will identify the unit/department, FTE and shift of each position on the roster. An employee subject to layoff whose names already appears on the LSR will be subject to layoff without further notice. Any employee who has been displaced as a result of the selection process under Article 10.2.5 shall also be subject to layoff without further notice.

10.2.4 Order of Layoff. The order of layoff shall be:

1. Travelers/agency, if any
2. Volunteers. Employees who volunteer are eligible for recall rights under Article 10.2.7.
3. Probationary employees
4. Regular full and part-time employees in order of seniority providing skill, competency, and ability are considered substantially equal in the opinion of the employer.

10.2.5 Options for Employees Subject to Layoff. Employees subject to layoff shall have the following options that will be offered in order of seniority:

1. Reassignment to a vacant position in the bargaining unit after job bidding under Article 13.1.1 has been completed for any more senior presently employed nurse who had submitted the required transfer request on or before the date a hold was placed on the open positions under Article 10.2 and providing the employee is qualified in the opinion of the Employer.
2. A position on the Low Seniority Roster, providing the nurse is qualified for the position in the opinion of the Employer. An employee on the Low Seniority Roster whose position is

assumed as a result of the selection process during a layoff shall be subject to layoff without further notice.

3. Recall rights under Article 10.2.7.

10.2.6 Reassignment of remaining positions. The Employer will determine the number of full-time and part-time FTEs by shift and classification remaining in the unit or department in which the layoff is being implemented. A listing of the remaining positions, including any qualifications requirements, will be posted on the unit or in the department for ten (10) calendar days. By the end of the ten (10) calendar days, each nurse must submit to the Employer a written list that identifies and ranks the employee's preference for all available positions (first to last). After the posting period, the employer will reassign the employees not subject to layoff based on their preference and seniority, where skill, competency, and ability are considered substantially equal in the opinion of the employer.

In the event of a layoff involving a 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.

10.2.7 Recall Rights. Nurses on the recall roster will be offered available relief hours, such as coverage for vacation, leaves of absences, temporary increases to census and unscheduled absences, prior to scheduling a per diem employee. Nurses who work such hours will be compensated like per diem nurses. Acceptance of per diem work while on layoff will not affect an employee's recall rights.

Upon layoff, the names of laid off employees shall be placed on a recall roster for a period of twelve (12) months from the date of layoff. Vacancies will be filled from the recall roster in reverse order of seniority, providing skills, competency, and ability are considered substantially equal in the opinion of the employer. 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 notifying the Medical Center of their interest in a vacancy within the posting period under Article 13.1 will be offered the vacant position prior to any employees being newly hired and after any appropriate internal transfers of qualified regular employees under Article 13.1.1 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 recall unless mutually agreed otherwise.

10.2.7.1 Notification to the Employer. Nurses 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) day period following ninety (90) days, six (6) months and nine (9) months of layoff. If the nurse fails to meet this notification requirement by the specified dates, or the nurse

fails to keep the Employer notified of a current mailing address and contact telephone number, the nurse'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 Resources, receipt of which

shall be noted by date stamp. The ten day grace period also applies to the delivery to Human Resources.

10.2.7.2 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 months on recall
3. Failure to provide timely notice or maintain a current home address or contact phone number as required by Article 10.2.7.1

10.2.7.3 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.

10.3 Unit Merger, Division and/or Restructure - Definition.

A unit merger occurs when two previously separate nursing units and/or departments are re-configured into a single operational unit/department. A unit re-structure occurs when there is a significant change in the configuration of positions across shifts and/or within a single shift on a nursing unit/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 merger, division or unit restructure may or may not involve a layoff.

The Employer will provide the Union with at least thirty (30) days advance notice of a unit merger, division or unit restructure.

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

In the event of a merger of two (2) or more units into a single unit, a 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. Prior to determining the final schedule, the Employer will meet with the nurses of the affected unit(s) to discuss the reconfiguration of the FTEs on the unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days. By the end of the posting period, each nurse shall have submitted to the Employer a written list that identifies and ranks the nurse's preferences for all available positions on the merged or re-re-structured unit (first to last). Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority, providing skills, competency, and ability are considered substantially equal in the opinion of the employer.

10.3.2 Options for Nurses Subject to Layoff as a Result of a Unit Merger or Restructure.

Options for nurses subject to layoff as a result of a unit merger or restructure are provided for under Article 10.2.5.

10.4 Unit Closure.

In the event the layoff is due to the closure of a nursing unit/department, the affected nurses will be offered the options provided for under Article 10.2.5 above.

10.5 Employer Determination of Employee Qualifications.

A nurse will be considered eligible for a vacant position or to select a position from the Low Seniority Roster, if in the Employer's opinion, the nurse possesses the requisite skills and experience and can become oriented/trained to the vacant position or a position from the Low Seniority Roster within four (4) weeks, taking into consideration the skill mix and experience of the nurses on the shift of the unit or the department. If the nurse has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria within four (4) weeks, the nurse will be subject to layoff without further notice and placed on the recall roster.

10.6 Change in FTE Status.

If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the unit and shift to accomplish these changes. In the event there are no or not sufficient number of volunteers the least senior nurse(s) on the shift on that unit will receive the FTE reduction. Any nurse 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 on the nurse's unit and shift. Any nurse subject to an involuntary reduction in their FTE of greater than a .2 FTE or an involuntary reduction resulting in a loss of employee, spousal or dependent medical insurance coverage under Article 15.1 will be have recall rights under Article 10.2.7.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Leave of Absence Without Pay.

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 serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

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

FMLA leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in the federal law and 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 the 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 9, hereinafter referred to as Short Term Disability. 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 of up to fifty-two 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, or fifty-two week leave, for 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 13.1.1. Prior to returning to work, the Employer may require a statement from a license 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.

Up to five (5) days education leave will be granted for all certified RNs (including ACLS) and to non-certified RNs under special circumstances, which

will be individually considered based upon needs of RNs and the hospital. All other non-certified nurses will receive up to three (3) days of education leave for attending workshops, seminars, and educational programs, provided the number of employees wishing to attend does not jeopardize the hospital service. The term "education meetings" is defined as those conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities, except pursuant to the provision of Article 24.4.

Paid educational leave may be extended to five (5) days a year under special circumstances, which will be individually considered based upon the need of the nurse and the hospital.

11.7.1 Educational/Professional Fund. In support of the Employer's commitment to continued professional nursing education and development, the Employer will contribute the following amounts on a calendar year basis for eligible employees, the purpose of which will be to assist in the payment of continuing education expenses and certification exams. Such assistance shall be subject to certification of attendance and/or completion of the course.

Staff Nurse: \$300; \$500 if the employee has two or more years seniority and holds a current nationally recognized certification under Article 6.10 LPN: \$150

Per diem RN: \$150

Annual contributions will be pro-rated at 50% for staff nurses or LPNs with an assigned FTE of less than .5 FTE.

Policies and guidelines regarding fund disbursement shall be determined utilizing the Labor Management Committee. The Labor Management Committee will also serve as a forum to discuss issues and concerns related to education leave and dollars.

11.7.2 Notice of Education Programs. Informative about relevant education programs offered in house by the Hospital will be made available through the Employer's Intranet Service and by posting notices on appropriate bulletin boards at least two months in advance if possible. The

nurse managers will make a good faith effort to release or schedule nurses off who wish to attend the program in situations where less than two (2) months advance notice of the program was given.

11.8 Jury Duty.

Regular full and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty 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 Nurses on evening or night shift shall receive time off equivalent to their jury time or work their regularly scheduled hours, as mutually agreed between the nurse and the Supervisor.

11.9 Job-related Study Leave.

After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits for up to six months, provided such leave does not jeopardize hospital return to her former position. For the duration of the six months, the employee will be entitled to return to the first available position for which the employee is qualified by seniority, subject to the requirements of Article 13.1.1.

11.10 Bereavement 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, domestic partner, 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 to order to obtain approval. Bereavement leave shall be pro-rated for part-time employees.

11.11 Benefit accrual.

Except as provided for in Article 11.12, seniority, vacation, holidays and credit toward longevity steps, do not accrue while an employee is on unpaid leave, or leave reimbursed under Short Term Disability.

11.12 Military Leave.

Leaves required in order for an employee to maintain status in a military reserve of the United States or in order for an employee to fulfill his/her obligated service in the uniformed services shall be granted in accordance with existing law. Such leave shall not be considered part of the employee's vacation time, unless the employee requests use of vacation. Time missed from scheduled work while an approval 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.

11.13 Personal Leave.

All 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. Personal leave shall be pro-rated for regular part-time employees.

11.14 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.

11.14.1 Leave to Assume Position with Union.

Effective December 7, 2005, 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 13.1.1.

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 – EMPLOYMENT PRACTICES

12.1 Personnel Files.

Employees upon request shall have access to their personnel files after twenty-four (24) hours; ex-employees shall have access to their personnel files for two (2) years after termination. After the completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the employee concerned. Employees shall be given timely notice of warning letters, performance evaluations or any adverse material placed into the employee's personnel file. A record of any corrective action taken on the complaint shall be placed in the file. Employees shall have the right to review and comment on warning letters, performance evaluations or any other adverse material. Such comments shall be included in the employee's personnel file.

12.2 Restrooms, Cafeteria and Lockers.

The Employer shall provide restrooms and adequate facilities for meal breaks and lockers shall be made available if they are currently being provided.

12.3 Travel With Patients.

When an employee covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off hospital premises, the employee shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the employee for all necessary travel expenses incurred by the employee under said circumstances. The Employer's approval shall be obtained in writing, in advance whenever possible.

12.3.1 The employee may refuse to travel with a patient.

12.4 Use of Automobile for Hospital Business.

Any nurse requested to use a personal automobile for hospital business shall be compensated for mileage in accordance with Hospital policy.

12.5 Pay Check Information.

Computer printouts or other electronic records shall be readily available for employees to determine their number of hours worked, previously accrued sick leave and vacation accrued. Payroll checks will also include the employee's current normal rate of pay.

12.6 Performance Evaluations.

A written performance evaluation shall be conducted at regular intervals per hospital policy. Employees shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the employee.

12.7 Change of Employee Classification.

OMC employees who secure RN licensure and continue employment at OMC in an RN position shall not lose their accrued vacation, sick leave or holiday. Once employed as a RN, all previously accrued hours of work at OMC shall only be credited for placement on the vacation schedule. The Hospital shall continue its practice of orienting new RNs as appropriate. At the Employer's discretion, placement on the salary schedule for the employee changing classification may take into consideration related experience in nursing service skills of the employee.

12.8 Re-Employment.

Nurses who are rehired within twelve (12) months of voluntary resignation shall be re-employed at their prior wage step.

12.9 Reimbursement of Expenses When Traveling Per Employer Request.

If an employee is required by the Employer to travel in order to conduct hospital business or to attend conferences, seminars, workshops, etc., the employee will be reimbursed for all necessary and reasonable expenses. Travel must be authorized in advance by the department head and approved by Administration.

ARTICLE 13 – JOB POSTINGS, VACANCIES AND FTES

13.1 Job Postings.

Excluding emergency situations, notices of Registered Nurse or LPN positions to be filled shall be posted at least seven (7) days in the unit for bidding by that unit's nurses. If the position remains unfilled after seven (7) days, it will be posted housewide for seven (7) days on a previously designated bulletin board in advance of permanently filling the position in order to afford presently employed Registered Nurses or LPNs the first opportunity to apply. New positions shall be identified as such when posted.

13.1.1 Job Bidding.

In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration over external applicants based on seniority providing skill, competence, and ability are considered substantially equal in the opinion of the employer. While a position is posted only in unit, first consideration shall be given to nurses currently in that unit based on seniority providing skill, competence, and ability are considered substantially equal in the opinion of the employer. To be considered, nurses must inform the Employer in writing on a transfer request form. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening.

13.1.2 New Hire or Transfer Period. Newly hired nurses or those who transfer units after March 2017, shall not transfer out of the unit for a minimum of one (1) year in recognition of the training that is provided in each unit unless mutually agreed upon by Employer and employee.

13.2 FTE Reclassification.

Upon request of the RN, a part-time nurse who is regularly scheduled and working four (4) consecutive months or more shall be reclassified to the FTE status reflecting the nurse's benefit hours, excluding cancel (low census) hours, unless the nurse has been providing coverage for someone on leave or low census on the affected unit and shift.

13.3 Unfilled Vacancies.

In the interest of promoting efficient recruitment for vacant positions, the Employee agrees to meet with a Union representative to discuss the FTE status of any regular job opening or vacancy which has remained unfilled for an extended time.

ARTICLE 14 – PRACTICE ISSUES

14.1 Floating Assignments.

Employees will be required to work only in those areas within the Hospital where they have received orientation. Employees shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. Circumstances permitting, qualified volunteers will be sought first when floating is necessary.

14.2 Non-Nursing Duties.

It is the intent of the Hospital to not regularly utilize registered nurses for duties that interfere with effective delivery of patient care.

ARTICLE 15 – INSURANCE BENEFITS

15.1 Health Insurance.

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) at no premium cost to the employee, along with

the life insurance, Accidental Death and Dismemberment (AD&D) and employee-paid supplemental life and AD&D option offered as part of the State's health insurance program (subject to PEBB eligibility).

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.

The Employer shall pay 100% of the premium for regular employees assigned a .5 FTE or greater under the standard group medical, dental and vision programs (the plan referred to as the Uniform Medical and Dental Plans/PEBB) (subject to PEBB eligibility). Other medical and dental plan options may be available at an additional cost to the employee.

15.1.1 Dependent and Spousal Coverage.

The Employer will pay the following premium cost for eligible dependent child/children and spousal coverage of regular employees:

.8 FTE or greater		.5 FTE up to .79 FTE	
Spouse	50%	Spouse	40%
Dependents	85%	Dependents	75%

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%.

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

15.1.2 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.

15.1.3 Life Insurance.

The standard PEBB life insurance policy, with accidental death and dismemberment, will be provided to all regular employees assigned a .5 FTE or greater at no cost to the employee (subject to PEBB eligibility). See the Life Insurance Plan for additional details.

15.2 TB Testing.

At the time of employment, the Employer shall arrange for employees to take a TB skin test if indicated 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, at no cost to the employee. Said tests and X-rays shall be performed at the Employer's 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 form and declination for the chest X-ray annually. If the initial chest X-ray is negative, a TB symptom screening form will be completed. If the chest X-ray is positive, the employee will be referred to his/her primary care physician or the public health department.

15.3 Hospital Provided Examinations/Tests.

Employees shall be entitled to a routine blood examination and urinalysis performed annually at the Employer's hospital without cost. A pap test which is requested by a physician and run at the Hospital shall also be provided annually without cost; mammography for employees over the age of thirty-five (35) upon a physician's request (Employer will pay hospital portion only; employee responsible for payment of physician component).

15.4 Co-Pay for Medications.

Medications to employees will be available pursuant to applicable health insurance under this Article.

15.5 Pre-tax Dollars for Health and Dental Insurance.

The Hospital shall continue existing practice with respect to pre-tax dollars for health insurance and dental insurance.

ARTICLE 16 – RETIREMENT PLANS

16.1 The Employer will continue in full force and effect its 401A pension plan for represented employees, plan 002. The Employer agrees not to reduce any terms or conditions of the plan during the term of this Agreement. Any plan improvements would be negotiated between the Employer and the Union.

16.2 The Medical Center's contribution to the plan for all qualified participants will be 5% of the employee's base hourly rate with an additional match up to 2% for employees who contribute up to 2% of gross income into either the 457 or 403(b) Deferred Compensation Plan. 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 17 – COMMITTEES

17.1 Labor Management Committee.

The Employer, jointly with the Union selected 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 between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. In light of the Committee's intended purposes, the parties recognize that the Committee is not an appropriate forum for present formal grievances, however, the Committee may, by mutual agreement, undertake problem resolution related to issues identified in a formal grievance.

Such a Committee shall consist of six (6) representatives of management and the Chief Nursing Officer, and six (6) employee representatives, five (5) of whom shall be RNs and one (1) of whom shall be an LPN. The Union will provide timely notice to the Employer of the names of its designated employee representatives. Designated employee representatives shall be

compensated at straight-time for the time spent in joint committee sessions. A union staff representative may attend the meeting at the request of a staff nurse committee member. A member of the Human Resources Department may also attend the meeting at the request of a management member. The Committee shall meet quarterly or more frequently by mutual agreement. The Committee may form such sub-committees as may be necessary to address a particular issue or subject of mutual concern, such as recruitment or retention.

The Labor Management Committee shall assume the duties of the previous Patient Care Committee including input on staffing levels, nurse staffing complaints, professional standards and patient care. The Labor Management Committee will monitor the effectiveness of the acuity/patient classification system in assuring adequate staffing.

17.1.1 Process to Appeal Staffing. In the event of concerns regarding safety because of staffing on a shift/unit, the nurse shall immediately notify the charge nurse to try to correct the problem for that shift. If the problem cannot be satisfactorily resolved, the nurse shall notify the responsible supervisor to try to correct the problem for that shift. Excluding an emergency circumstance, the supervisor shall discuss the matter with the individual nurse within thirty (30) minutes of the notification. If the discussion does not result in satisfactory resolution of the problem and the nurse still has concerns, then the supervisor shall assess the situation in person within one (1) hour unless an emergency circumstance interferes with an "on site" assessment. If the supervisor agrees with the complaint, then steps will be taken immediately to correct it.

If there is no mutually satisfactory resolution to the perceived staffing problem, the staff nurse may submit documentation on the appropriate form developed by the Labor Management Committee, with copies being sent to the delegate and staff nurse chair of the unit-based staffing subcommittee. The issue shall be reviewed by the unit-based staffing subcommittee on a timely basis in order to make recommendations to resolve the problem. If there is not a regularly scheduled meeting within two (2) weeks of the documented staffing problem, then the staff nurse members of the committee can schedule a meeting. No nurse shall be disciplined, nor be adversely affected for utilizing the procedures set forth in this section. In the event there is no mutually satisfactory resolution of a persistent/on-going problem, further review at the next regularly scheduled Labor Management Committee may be requested.

17.1.2 Scheduling Concerns. Both the Union and management agree that the first agenda item of the Labor Management Committee shall be to discuss scheduling concerns of management and nurses with the mutual goal of resolving scheduling issues.

17.1.3 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 Paid Time for Committee Work.

Employees shall be compensated at the appropriate rate for all time spent at the Employer's request on hospital committees established by the Employer, which shall include all committees established by the collective bargaining agreement.

ARTICLE 18—CAREER AND TRAINING FUNDS

18.1 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.

ARTICLE 19 – NO STRIKE – NO LOCKOUT

19.1 The parties to this Agreement realize that the Hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (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, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer including any refusal to cross any other labor organization's picket line.

In the event of a strike by employees in another bargaining unit, Registered Nurses shall not be required to perform other than usual duties.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 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 shall be submitted to 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 19 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.

20.2 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 the grievance 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.

20.3 Step II

Employee, Union Delegate and/or Union Representative and Director of Nursing Services 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 Director of Nursing Service or designee 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 nurse (and the Union delegate and/or Union representative, if requested by the nurse) and the Director of Nursing Service or designees shall be held within seven (7) calendar days of receipt of the grievance at this Step. The Director of Nursing Service or designee 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) calendar days from the date the employees were or reasonably should have been aware a grievance existed.

20.4 Step III

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

20.5 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 alternating strike 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 of the issue 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 she 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 a contract article or within the scope of the management rights language. Any dispute 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 (½) 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 21 – STAFF DEVELOPMENT

21.1 Staff Development Program.

In service education and orientation programs shall be instituted and maintained, with programs posted in advance. In service education programs will be scheduled in an effort to accommodate varying work schedules.

Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instruction, conferences, floor and/or shift work. Newly hired nurses shall not be counted in the staffing complement during the first (2) weeks of orientation. The period of orientation may be shortened or lengthened upon mutual agreement between the nurse and supervisor.

The procedures and content for such programs shall be appropriate subjects for discussion by the Labor Management Committee. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Hospitals. The Employer recognizes that the availability of continuing education opportunities for its employees is essential to assure quality patient care. A regular and on-going staff development program shall be maintained and made available to employees covered by this Agreement. The existence, content, and attendance requirements of the program shall be discussed and considered by the Labor Management Committee.

ARTICLE 22 – NONDISCRIMINATION

22.1 Nondiscrimination.

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status, sexual preference or the presence of sensory, mental or physical handicaps subject to occupational requirements.

ARTICLE 23 – HEALTH & SAFETY

23.1 Employer Responsibility.

The Employer recognizes their 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.

23.2 Reporting Unsafe Conditions.

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

23.3 Health and Safety Committee.

The Employer shall maintain a Health and Safety Committee composed of employee and employee 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.

23.4 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 unit level. Committee meetings shall be on paid time. The committee shall include at least one Registered Nurse appointed by the Union. The committee shall normally meet monthly. Minutes shall be kept, copies of which shall be distributed to all committee members.

23.5 Infections & 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 infections or communicable diseases and assist them in taking preventative measures, screening for symptoms and/or appropriate immunizations consistent with CDC guidelines.

23.6 Hepatitis B Vaccine.

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

23.7 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.

23.8 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.

23.9 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.

23.10 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, Hepatitis C, and Human Immunodeficiency Virus (HIV), including safer medical devices that reduce or eliminate needlestick injuries by providing a barrier between the needle and the employee. The Employer and affected employees shall also evaluate medical nursing procedures to determine which procedures can be performed without needles in a reasonable and safe manner and shall

provide needless alternatives for such procedures. Cost shall not be the primary factor in determining the use of safer medical devices.

23.11 Exposure Protocol.

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

23.12 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.

23.13 Security.

In order to insure workplace 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.

23.14 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.

23.15 Light Duty.

Through its Employee Health Program and/or the Human Resources Department, the Employer will continue to make available modified work opportunities to the extent they exist for nurses who are injured or disabled. In the event management is able to create a new temporary bargaining unit position(s) or create a temporary work assignment to reasonably accommodate one or more disabled nurses, and the position(s) posted will be offered to the disabled nurse(s) in seniority order, as appropriate. Issues and concerns will be reviewed by the Labor Management Committee.

ARTICLE 24 – CHEMICALLY IMPAIRED NURSE

24.1 Policy.

The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice so long as performance expectations are maintained. In recognition of this mutual interest the Employer and Union support such efforts as:

*identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance.

*participation in programs and services through which employees may seek confidential assistance and treatment in the resolution of chemical dependency problems.

*participation in the State Board of Nursing Substance Abuse Monitoring Program, including individually tailored return to work agreements.

24.2 Benefits.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for medical leave of absence and/or benefits (i.e., applicable sick leave if banked and the Indemnity Plan) under the same terms and subject to the same conditions as other health conditions. It is the intention of the Employer to work with an employee to adjust his or her work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for their job performance and compliance with the Employer's policies and procedures and improvement of any unsatisfactory performance.

24.3 Discipline.

Nothing herein shall be construed to diminish the Employer's right to discipline or discharge employees as otherwise established in this Agreement. Alleged failures to comply with this Article will not alone act as a bar to any disciplinary or discharge action otherwise taken for just cause.

ARTICLE 25 – UNION MEMBERSHIP AND ACTIVITY

25.1 Union Membership.

It shall be a condition of employment that all employees of the Hospital covered by this Agreement, who are members of the Union, 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 or agree to pay the Union a fair share/representation fee. It shall also be a condition of employment that all employees covered by this Agreement who are 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 or agree to pay the Union a fair share/representation fee. For the purpose of this section, the execution date of this Agreement shall be considered as its effective date. Good standing is herein defined as the tendering of Union dues or a fair share representation fee on a timely basis.

25.1.1 Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (3) days after receipt of written notice to the

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

25.1.2 Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non- religious charitable fund.

25.1.3 These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union.

25.1.4 The Employer shall make newly hired employees aware of the service charge/membership conditions of employment, at the time of hire. After thirty (30) days of

employment, per diem employees shall either join the Union, or in the alternative pay a service fee to the Union.

25.2 Dues Deduction.

During the term of this Agreement, the Hospital shall deduct dues and an initiation fee from the pay of those nurses 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.

25.3 Union Access.

Duly authorized representatives of the Union shall be permitted at reasonable times to enter the hospital operated by the Employer 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 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; and shall not interfere with the work of employees, with patient care or the normal operation of the hospital.

25.4 Union Officers/Delegates.

The Union shall have the right to designate officers, delegates, and alternate delegates from among member employees in the bargaining unit. Such

employees may investigate circumstances of grievances under the agreement within the hospital during release time without pay and may contact other employees briefly during their on-duty hours pursuant to the investigation.

The Union will advise the Employer of all elected union representatives, their terms of office, and alternates.

Subject to appropriate advance notice and scheduling requirements, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their education leave/professional leave time to attend union-sponsored training in leadership, representation and dispute resolution.

25.5 Employee Rosters.

Effective the first full month following the signing of this Agreement, and monthly thereafter, the Employer will mail to the Union a complete list of all nurses on payroll deduction together with the remittance for that month. At monthly intervals the Employer will also notify the Union in writing of all nurses in the bargaining unit, including any additions or deletions to the original list of nurses on payroll deductions in the bargaining unit, providing the name, address, classification, social security number, hourly rate of pay, life to date hours worked (based upon last complete pay period), FTE status for new employees, and date of employment. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month.

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 insure against improper disclosure.

25.6 Bulletin Boards.

The Hospital shall furnish a bulletin board in a prominent place for the use of the Union. Portions of the bulletin boards either in employee lounges or upon each unit shall be reserved for use of the Union. Such posting and such materials shall be initialed by a union delegate or designee and no material shall contain partisan political endorsements.

25.7 Negotiations Release Time.

Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for five (5) RNs and one (1) LPN participating in contract negotiations. Such release time shall not result in loss of benefit hours.

25.8 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 nurses at the time of hiring. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance. The cost of the printing and providing to the Employer such Agreement and form may be shared equally by the parties when a local employer is used to print the contract.

During the orientation of new nurses, the Employer shall provide a Union representative with an opportunity, on released time without pay or his/her lunch period, to introduce this Agreement to the new nurses. The Employer shall notify the Union as soon as possible of the date and time of the orientation and the names of the new nurses.

25.9 Meeting Space.

The Union may be permitted to use designated facilities for meetings of the local unit, with or without the union staff's presence, provided sufficient advance request for use of such facilities is made in accordance with Medical Center policies and procedures and space is available.

25.10 Nondiscrimination for Union Activities.

No nurse covered by this Agreement shall be discriminated against by the Employer because of membership in the Union or lawful activities on behalf of the Union.

25.11 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 authorization form. (see Appendix D) When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

ARTICLE 26 – GENERAL PROVISIONS

26.1 State and Federal Laws.

This Agreement shall be subject to all present and future applicable federal and state laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of government authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

26.2 Past Practices.

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

26.3 Conclusion of Bargaining.

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 its term.

MEMORANDUM OF UNDERSTANDING - ONE

Regarding Nursing Unit Staffing

Pursuant to the requirements of RCW 70.41.430 unit-based staffing committees, consisting of union-appointed staff nurses and nurse managers, were convened by September 2008 for the purpose of establishing staffing plans for each hospital nursing department/unit of Olympic Medical Center, namely, Medical/Surgical, CCU/telemetry, OB, ED, and Short Stay. After submission to the Labor Management Committee and CEO for approval, the nursing unit staffing plans have been in place since September 2009.

Note: Although the Employer and Union did not concur during the course of 2010-2012 collective bargaining as to the application of the terms of RCW 70.41.430 to the Employer's Surgical Services Department, the Employer has agreed to establish a unit-based staffing committee for Surgical Services to which the terms and mutual commitments of this Memorandum of Understanding will be applied except as relates to the statutory mandate to post unit-based staffing plans for patients and visitors. The "unit-based" staffing committee will encompass the surgery, endoscopy and PACU units that compromise the Surgical Service.

The purpose and functions of unit-based staffing subcommittees.

Unit-based staffing subcommittees provide the opportunity for front line staff to pro-actively participate in helping to ensure safe, quality patient care while supporting nurse satisfaction in the work environment. Consistent with the requirements of RCW 70.41.430, unit-based staffing committees will continue to function as subcommittees operating under the oversight of the Labor Management Committee under Article 17.1.

More specifically, unit-based staffing subcommittees will be responsible for the following functions:

- Develop, produce and oversee the establishment of an annual patient care unit and shift based nurse staffing plan based on the needs of patients and use this plan as the primary component of the staffing budget.
- Conduct a semi-annual review, evaluation and modification, where warranted, of the unit's staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by OMC.
- Review, assess and respond to staffing concerns presented to the committee, including but not limited to scheduling-related or daily workload concerns.
- Assure that patient care unit annual staffing plans, shift-based staffing, and relevant clinical staffing are publicly posted using an agreed upon format as developed by the

Labor Management Committee. Unit-based staffing plans will be posted consistent with the requirements of RCW 70.41.430.

Committee composition, selection, and operation.

Each unit-based subcommittee will consist of three (for smaller units such as OB) to five staff members, including a member of nursing support staff, e.g., CNA, Unit Secretary, or ERT.

Employee members will be designated by the Union. The Union is responsible for notifying OMC of their designated representatives, including any changes in employee members. Employees will be paid at the appropriate rate of pay for their time spent in unit-based staffing subcommittees.

The unit-based staffing subcommittees will be co-chaired by a union-designated employee representative from the unit and a management representative.

Frequency of the meetings. The unit-based subcommittees will meet on a quarterly basis unless a concern regarding safety because of staffing on a shift/unit has been submitted to the subcommittee as provided for under Article 17.1.1 of the contract, in which case the committee will convene within two weeks of receiving written notification of a request for review. Semi-annual reviews will be submitted to the Labor Management Committee prior to the end of the second calendar quarter (June 30th) and the fourth calendar quarter (December 31st). The co-chairs may agree to more frequent meetings.

Mutual commitments.

In fulfilling their continuing role, both the unit-based subcommittees and the Labor Management Committee are committed to collaborative problem solving, including timely and mutually respectful communication, around nurse staffing through a data-driven approach involving the nurse sensitive quality indicators as established for Washington State.

In addition, supervisors understand that OMC will not discriminate or retaliate against an employee for performing any duties or responsibilities in connection with the membership on the staffing committee or any employee who notifies a staffing committee or hospital administration of his/her concerns on nurse staffing.

Criteria for Unit-Based Staffing Plans/Reviews.

The semi-annual review of unit-based staffing plans will be conducted consistent with the requirements of RCW 70.41.430 in establishing the original plans. The following criteria will include but not be limited to:

- Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
- Level of intensity, as determined by the nursing assessment of all patients and nature of care delivered on each shift;
- Skill mix required;

- Level of experience and specialty certification or training of nursing personnel providing care;
- The need for specialized or intensive equipment;
- Physical configurations of the patient care units;
- Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; and
- OMC finances and resources

Role of Contractual Labor Management Committee (LMC)

The unit-based staffing subcommittees will submit their completed semi-annual review to the LMC for review and approval. If any of the plans are not approved, LMC will make suggested changes to the unit-based subcommittee for further consideration. Once formally approved by the LMC, the plans will be forwarded to the CEO for final approval and signature. In the event any staffing plan is not adopted by OMC, the CEO will provide a written explanation of the reasons why to the LMC.

Commitment to Staff Consistent with Approved Plans.

Olympic Medical Center (OMC) and SEIU recognize that adequate staffing is a necessary component in providing safe, quality care. In recognition of our common interest in safe patient staffing, OMC confirms its commitment to budget for and hire employees consistent with such nurse staffing plans as may be approved by the organization, and such bi-annual or other revisions to nurse staffing plans that may be approved as a result of the on-going evaluation and review of nurse staffing, provided, however, that in the event of a prolonged or on-going and significant decrease in patient census, adjustments to staffing may be required.

Legislation. In the event that RCW 70.41.430 (ESHB 3123) is modified or there are new statutes related to nurse staffing during the term of this Agreement, OMC and the Union agree to re-open this Memorandum of Understanding to assure that agreements related to nurse staffing are in compliance with any amended or new legislation.

MEMORANDUM OF AGREEMENT TWO

Miscellaneous Items

In connection with and as part of their collective bargaining agreement effective through February 28, 2014, the parties agree as follows:

1. Shift rotation under Section 5 .14 may only be scheduled by the Employer on an infrequent basis for a bona fide emergency which could not reasonably be foreseen.
2. The Short Term Disability is administered in accordance with the state Family Care Act. The amended act provides access to employees for certain qualifying family members. OMC has been administering Short Term Disability in compliance with the law.
3. Management shall respond to requests for trades of shift between nurses in writing as soon as possible after the request has been made, but in no event longer than ninety-six (96) hours.

MEMORANDUM OF UNDERSTANDING THREE

Innovative Work Schedule

This Memorandum of Understanding is by and Between OLYMPIC MEDICAL CENTER ("Employer") and SEIU HEALTHCARE 1199 NW ("Union"). This memorandum of Agreement applies to the innovative work schedule applicable to Nurses who work in the Nursing Department of the Hospital. It identifies the interpretations and understanding between the parties regarding conditions of employment applicable to the innovative work schedule. 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 Nurses.

The parties agree as follows:

Per Diem and part-time employees assigned to a combination of innovative and eight hour shifts will be paid overtime for hours worked in excess of their preassigned eight hour shift, even if it does not exceed forty hours in a workweek.

MEMORANDUM OF UNDERSTANDING – FOUR

Permanent On-Call Innovative Schedule

1. Designated as 1.0 FTE-scheduled on call up to 1.0 FTE but also may be pre-scheduled to cover vacation.
2. Full-time benefits and accruals as per 1.0 FTE.
3. Not eligible for standby or call-back pay but will receive appropriate shift differentials and weekend premiums.
4. Availability – The on-call nurse will be able to respond and work no later than 30 minutes from the time called in. The employee will be compensated from the time s/he is called; if s/he reports within 30 minutes from the time s/he is called in; otherwise, s/he will be paid from the time s/he arrives. The employee shall be accessible for assignment by the employer-provided pager. Employees are otherwise free to engage in non work- related activities as long as they are accessible for work assignment and “fit for duty.”
5. The employee will be paid for all hours worked with a guarantee of 40 hours per pay period. Management reserves the right to assign special projects to other employees to allow for the on-call nurse to be working up to the total hours of guaranteed pay as long as no low census occurs to other Registered Nurses.
6. The employee will not use low census.
7. Overtime – Employee will be compensated at the rate of one-half (1½) times the regular rate of pay for any actual hours of work over forty in the seven-day workweek and over an 8-hour workday.
8. Discontinuation – An employee who is unable to continue working this schedule and whose performance has been satisfactory shall be offered the first available position in a bargaining unit position for which the employee is qualified. In the event the Employer exercises its right to discontinue this schedule pursuant to contract language, the employee will have the choice of first available position in the bargaining unit for which she/he is qualified or may revert to temporary status, in which case all conditions of standby and other work-related conditions will be paid according to the OMC/1199NW Employment Agreement and any applicable policies.

9. Holiday Pay – When an employee works on a recognized holiday, then Article 7.2 shall apply. When an employee does not work, then Article 7.4 shall apply.
10. Other Provisions – All other provisions of the OMC/1199NW Agreement not inconsistent with this Agreement shall otherwise apply.
11. All innovative schedules must be mutually agreeable to the Employer and the employee(s) involved. The Employer must give the employee(s) a 30-day notice of discontinuation of innovative scheduling in accordance to the Contract.

MEMORANDUM OF UNDERSTANDING - FIVE

On-Call Innovative Schedule—OB Unit

1. The parties have entered into this agreement in recognition of the need to provide a mechanism to assure adequate staffing on the OB Unit due to unpredictable and fluctuating patient census on the OB Unit, particularly during nights. In recognition of the primary purpose of this innovative schedule, the Medical Center agrees that the staff nurse filling this position will not be called in to work for the sole purpose of working on a different nursing unit or to enable another unit employee to work on a different unit. The same practice currently followed regarding “GYN” (“Go Where You Are Needed”) nurse will continue to apply; that is, if the employee is called in initially to meet a staffing need on OB and thereafter a need for additional staff develops on another unit, a staff nurse from the OB may be assigned to assist with patient care tasks but will not be given a patient assignment. The charge nurse will determine which nurse should GWYN, taking into consideration the skills and capabilities of available staff as well as the impact on the delivery of patient care.

2. Designated as .8 FTE scheduled to be on call for those shifts indicated on the final schedule posted pursuant to Article 5.12 up to .8 FTE. The employee may also be pre-scheduled to cover vacations.

3. Insurance Benefits. The employee will be eligible for the following insurance benefits consistent with the terms of the following Articles: employer-paid group medical, vision and dental insurance for the employee and any eligible dependents under Article 15.1.1; subsidized coverage for a spouse consistent Article 15.1.2; and life insurance under Article 15.1.4.

4. Vacation and Holiday Pay for Part-Time Employees. Article 8.1 (Vacation Accrual) will be modified to provide for vacation accrual at the appropriate rate for the employee’s defined years of service. Vacation will accrue at the appropriate rate based on the individual’s years of service. Vacation will accrue at the appropriate rate based on the individual’s assigned .8 FTE rather than accrued based on straight-time hours paid. Article 7.3 will be modified to provide for accrual of holiday pay based on the individual’s assigned .8 FTE rather than accrued based on straight-time hours paid.

5. Retirement plan. The employee will be eligible to participate in the defined contribution pension plan referenced in Article 16.1 based on the assigned .8 FTE. Contributions will be based on “qualifying” hours; namely, straight time hours paid, which includes worked hours, vacation, and other time paid in lieu of hours for which the employee would have been scheduled to work, e.g., funeral leave.

6. Inapplicable provisions. The employee on this innovative schedule is not eligible for the pay provided in the following Articles: Standby and call-back premium in Article 6.5 and skill development (low census) under Article 5.13.

7. Other Premiums. The employee will receive appropriate shift differentials and weekend premiums.

8. Availability. The on-call nurse must be able to respond and be ready to work no later than 30 minutes from the time called in. The employee will be compensated from the time s/he is called if s/he reports within 30 minutes from the times/he is called in; otherwise, s/he will be paid from the time s/he arrives. Employees are otherwise free to engage in nonwork related activities as long as they are accessible for work assignment and "fit for duty."

9. Compensation. The employee will be paid for all hours worked with a guarantee of 32 hours per period. The Employer reserves the right to assign special projects to other employees during their scheduled shift to allow for the on-call nurse to be working up to the total hours of guaranteed pay as long as no low census occurs to other Staff Nurses in the OB Unit.

10. Overtime. Employee will be compensated at the rate of one and one-half(1½) times the regular rate of pay any hours worked in excess of 8 in the work day or 80 in the 14-day workweek.

11. Discontinuation. An employee who is unable to continue working this schedule and whose performance has been satisfactory shall be offered the first available position in the bargaining unit position for which the employee is qualified.

The Employer may discontinue this innovative schedule upon providing the employee who 30-day advance written notice. In the event the Employer exercises its right to discontinue this schedule pursuant to contract language, the employee will have the choice of first available position in the bargaining unit for which she/he is qualified or may revert to temporary status, in which case all conditions of standby and other work-related conditions will be paid according to the OMC/SEIU 1199NW Agreement and any applicable policies.

12. Other provisions. All other provisions of the OMC/I 199NW Agreement not inconsistent with this Agreement shall otherwise apply.

MEMORANDUM OF AGREEMENT - SIX

Overtime and Extra Shift (ESI) Sign-Up

The Employer and the Union mutually recognize that from time to time working above a nurse's scheduled shift may be necessary on an emergency and temporary basis.

A. Goals

1. Respond to staffing needs when the census flexes up or there are insufficient regular nursing staff available to meet patient needs within their existing FTEs.
2. Provide predictability, mutual agreement and scheduled extra shifts.
3. Improve morale and job satisfaction and improve retention of nurses in our profession.
4. Provide incentives for staff to pick up extra shifts and reduce mandatory overtime and use of external travelers and associated costs.

In order to achieve these goals, the following procedure will be implemented in response to known unfilled staffing needs:

B. Procedure

1. Prior to the posting of the draft schedule required under Article 5.12.1, core staffing will be identified. The schedule will be re-balanced as needed to assure appropriate staffing.
2. If positions on any given shift remain unfilled after checking on availability of per diem and part-time staff, Extra Shift Incentive (ESI) will be initiated at the time of the posting of the final schedule under Article 5.12.
3. Staff will be notified by memo or e-mail as to those shifts for which ESI is being offered.
4. The schedule will also be posted on the affected units, with the unfilled positions identified and instructions about how to sign up. Eligible nurses who make themselves available on a list on the nursing unit to work an extra shift will be compensated for hours as provided for in paragraph D below.
5. The House Supervisors will also be notified about the details of any available ESI.
6. Extra shifts will be granted and pre-scheduled by seniority on a rotational basis as provided for under Article 5.12.1 (Extra Shift Sign-Up).
7. Per diems and regular FTEs will be scheduled before possible "extra shifts" are identified.

8. Unit Managers will give the Staffing Office a list of names of employees who signed up for extra shift incentive shifts each pay period in order to assist the Staffing Office in identifying those staff that qualified for ESI.

C. Eligibility requirements. ESI will be paid to any nurse who meets the following eligibility requirements:

1. Regular full or part-time nurses who have fulfilled her/his assigned FTE within the pay period. An FTE is considered fulfilled if the time is covered by:

- a. Actual hours worked
- b. Approved and pre-scheduled vacation
- c. Mandatory low census
- d. Mandatory or pre-scheduled CE

note: Sick leave, whether or not covered by accrued paid time, does not count toward the requirement of the regular full or part-time nurse fulfilling her/his assigned FTE.

2. Per diem employees who have worked or are scheduled to work the equivalent of a .6 FTE in the current pay period.

D. Payment of ESL ESI will be paid as indicated below.

1. Time and a half (1.5X) for part-time employees less than a .6 FTE after having worked up to .6 FTE status or per diem employees who have worked or are scheduled to work the equivalent of a .6 FTE in the current pay period in which ESI is available.
2. Time and a half (1.5X) for part-time employees between .6 and less than .8 FTE. The employee must have worked at least one extra shift before being eligible for ESL "Traded" shifts shall not be considered extra shifts.
3. Time and a half (1.5X) for part-time employees assigned a .8 FTE for all extra shifts
4. Double time (2X) for employees assigned a .9 or 1.0 FTE for all extra shifts.

E. Call-in Extra Shifts

Nurses who are not scheduled to work nor are on an available to work list, but get a call from management to see if they can work an extra shift that qualifies for ESI, will also be compensated, as provided under paragraph D above, for hours worked, provided the nurse meets the eligibility requirements in paragraph C above.

F. Extra Shifts and Floating

Extra shifts will be to cover the unit for which the nurse signed up and will not require nurses to float. In lieu of low census cancellations, a nurse may volunteer or agree to float.

G. Use of ESI in response to Unanticipated Census Increases/Unscheduled staff absences:

ESI will be also be offered in response to unanticipated high census or unscheduled staff absences, i.e. sick calls, bereavement leave, personal emergencies, etc consistent with the terms of this Agreement.

MEMORANDUM OF UNDERSTANDING- SEVEN

Vacation Cash-Out IRS Considerations

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.

MEMORANDUM OF UNDERSTANDING--EIGHT

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 NINE

JOINT BARGAINING FOR SUCCESSOR CONTRACT

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 Gury, 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.

MEMORANDUM OF UNDERSTANDING TEN 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 ELEVEN

Staffing Alert

In the event of an unforeseen emergent circumstance in which the Charge Nurse has determined that staffing levels are not in adherence to the staffing plans, a nurse or appropriate Charge Nurse shall inform the unit manager/house supervisor to discuss the variation. Should the variation be verified, the unit manager/house supervisor will work to rectify the situation. If the situation is not resolved, the charge nurse may issue a Staffing Alert and notify the unit supervisor, unit manager, unit director, or House Supervisor, in that order, as reasonably available, using the chain of command. If those individuals are not available, the Charge Nurse shall work with the House Nursing Supervisor who may notify as needed either the Chief Nursing Officer or the Administrator On Call. At each level, the parties shall confer immediately to determine reasonable alternatives to meet the staffing need. The unit supervisor, unit manager, unit director, House Nursing Supervisor, Chief Nursing officer or Administrator On Call may consider alternatives in any order including but not limited to:

1. Redistribution of staff
2. Soliciting volunteers for Extra Shift Incentive
3. Use of per diem staff
4. Use of agency or contracted travelers
5. Use of hospital and unit-based supplemental staff, supervisor, managers, or other appropriate staff

The staff nurse or Charge Nurse initiating the request will complete a Staffing Variance Form and will ensure that the form is forwarded to the Labor Management Committee for review, including steps taken. A copy will be provided to the unit director so they may review the circumstances to prepare for a meaningful discussion at the Labor Management Committee. The Labor Management Committee will review completed Staffing Variance Forms to explore long term solutions to ongoing problems contributing to staffing shortages. Within 120 days of ratification, the Labor Management Committee will review the Staffing Variance Form to determine if revisions or unit customizations are needed.

Letter of Understanding – ONE

Margaret Cary, Counsel and Chief Negotiator SEIU Healthcare District 1199NW
15 South Grady Way #200
Renton, WA 98057

RE: Letter of Understanding Dear Margaret:

The purpose of this letter is to memorialize the following additional understandings reached during the 2010-2012 negotiations between the Medical Center and SEIU Healthcare District 1199 NW for a new RN/LPN agreement:

1. Work Week/Work Day Definition in Article 5.1. It is not the intention of the Employer to move the general work force to shifts of less than eight (8) hours in duration or positions that call for the employee to work more than one shift nor is it the intention of the Employer to establish shorter shifts as the prevalent or dominant shifts or positions that call for the employee to work more than one shift. The normal work week referred to in Article 5.1 is intended to include scheduled shifts of less than eight (8) hours duration when it is determined necessary for a particular work unit. Although schedules involving shifts of less than eight (8) hours duration are not an innovative schedule as defined in Article 5.2, any issues about working conditions not resolved through the application of the current terms and conditions of the Employment Agreement may be brought to the Labor Management Committee for further discussion and resolution. The use of this type of shift or this type of position is based on a limited need and will be used on a voluntary basis only.

2. “Grandfathered” Charge Pay Under Article 6.7. Pursuant to the discontinuation of a past pay practice, the following individual RNs will continue to receive charge pay on all hours worked (whether or not assigned charge), vacation, or when scheduled to work and take Education Leave: Nancy Boston, William Loomis, Stephanie Hilt, and Sharon Robinson. This “grandfathered” pay agreement does not apply to holiday pay, use of accrued sick leave (if applicable) or pay for standby status.

3. Regarding waiver of certain hospital co-pays/co-insurance, including overnight hospital stays: On a quarterly calendar basis, benefit eligible employees may submit any Explanation of Benefit forms (along with copies of any bills paid for service) 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 the second quarter by July 31; for the 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 the month preceding when the information is sent out to staff.

Sincerely, Laura Joshel
Employee Relations Coordinator

Letter of Understanding – TWO

Margaret Cary, Counsel and Chief Negotiator District 1199NW SEIU
15 South Grady Way #200
Renton, WA 98057

RE: Letter of Understanding (Access to Previously Accrued Sick Leave) Dear Margaret:
The purpose of this letter is to memorialize the agreement reached during the 2010-2012 negotiations between the Medical Center and District 1199NW regarding employee access to accrued sick leave “on the books” prior to the date the Short Term Disability benefit was implemented for the RN/LPN bargaining unit.

1. Accrued Sick Leave Usage. Sick Leave days accrued on the Employer’s books as of the date immediately prior to the effective date of this Agreement shall be frozen and available for use by employees for those days not covered by the Short Term Disability. Banked sick leave days will be coordinated with the Short Term Disability Plan such that absence days not covered by the Short Term Disability Plan will be covered by the nurse’s banked sick leave days until exhausted. The following provisions shall apply and remain in effect for each nurse until that nurse’s bank of sick leave days is exhausted (see below).

2. Notification. Employees are required to give notice of absence at least two (2) hours prior to the scheduled start of the employee’s shift by contacting the Staffing Office or house supervisor as appropriate. Any payment for time off due to sickness (from an employee’s existing, frozen sick leave bank) shall be subject to required notification of absence.

3. Compensation. If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each scheduled day of absence beginning with the first scheduled day to the extent of the nurse’s unused sick leave.

4. Uses of Sick Leave. Paid sick leave benefits shall be paid at the nurse’s normal rate of pay for:

- a. Any physical or mental health illness or injury which has incapacitated the nurse from performing normal duties;
- b. For disability due to pregnancy, miscarriages, abortion, childbirth and recovery;
- c. Necessary time off for doctor/dentist appointments.
- d. Necessary time off to care for a child of the employee under the age of eighteen (18) with a health condition requiring treatment or supervision or as otherwise provided for other eligible family members under the State Family Care Act.

5. Workers Compensation. In any case in which an employee shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such employee and the employee's regular sick pay benefits otherwise payable.

6. Payment of Sick Leave Upon Termination. Upon termination, employees giving the required notice will receive payment of twenty-five percent (25%) of the accrued sick leave days in excess of thirty (30) days at their base rate of pay.

7. Use of Vacation During Sick Leave. Nurse on sick leave when their sick leave benefits are used up will be able to use accumulated vacation.

8. Payment of Sick Leave Upon Retirement. Upon retirement, employees giving the required notice will receive payment of fifty percent (50%) of the accrued sick leave days in excess of thirty (30) days at their base rate of pay.

Sincerely,
Laura Joshel
Employee Relations Coordinator

Letter of Understanding – THREE

Margaret Cary

Counsel and Chief Negotiator SEIU Healthcare District 1199NW 15 S. Grady Way #200
Renton, WA 98057

RE: Voluntary Employee Vacation Donation for Union Bargaining Team Members Dear

Margaret:

Employees in the RN/LPN, Service and/or Dietary Bargaining units will be allowed to donate vacation hours to a vacation donation pool for use by the employees on the Union's bargaining team during 2010-2012 contract negotiations as follows:

1. Any member of an SEIU bargaining unit (RN/LPN, Service and/or Dietary) may donate accrued vacation hours by providing written authorization, indicating:
 - a. the number of hours they agree to donate to the Union with four hours being the required minimum;
 - b. their authorization for Olympic Medical Center to deduct the donated hours from their accrued vacation; and
 - c. the employee's acknowledgement that donated hours will not be returned to any employee.
2. The Union will report to Olympic Medical Center the total number of hours donated by its members and provide copies of the signed authorization forms no later than 10 calendar days after the date a new contract is ratified. No additional donations will be accepted after this date.
3. OMC will calculate the total value of the donated hours by multiplying the number of hours donated by each employee by his or her regular rate of pay (including shift differential). OMC will issue a one-time payment to the Union equal to the total dollar value of the donated hours (minus the legally required withholding) as part of transmittal of union dues, with an individual accounting for the total amount of vacation donation.
4. The Union is responsible for administering the donated vacation hours, including determining amounts to distribute to bargaining team members. The Union shall make all payouts to its individual team members in accordance with IRS regulations.
5. OMC will deduct employee donated vacation hours from all employees' accrued vacation as authorized, in the pay period the payment is made to the Union.

6. The Union will indemnify and hold OMC harmless in the event of an employee complaint (either by the donor or recipient) unless OMC erred in donating vacation from an employee from whom it had no authorization and/or erred in the number of hours to be donated as indicated in the documented request.

7. OMC will accept vacation donations of two or three hours for 2011-2012 bargaining only provided there are no more than a total of 10 such authorizations (regardless of the bargaining unit of the donor) submitted within the ten days of the date of ratification as required by paragraph 2 above.

Sincerely,
Laura Joshel
Employee Relations Coordinator cc: Payroll

LETTER OF UNDERSTANDING—FOUR

Margaret Cary

Counsel and Chief Negotiator SEIU Healthcare District 1199NW 15 S. Grady Way #200
Renton, WA 98057

RE: Regarding Nurse Staffing Plan Review Process

Dear Margaret:

1. During the course of 2010-2012 collective bargaining, the parties discussed concerns with staffing for PACU needs on weekends and weeknights when there is only one nurse assigned to PACU. OMC is budgeted to hire staff nurse night coverage intended to float between the ED and CCU. This position is intended to assist, in part, with meeting CCU staffing needs, including staffing for recovery of “after hours” surgery patients. Within four months of the new positions being filled, LMC will review the effectiveness of this position in fulfilling its intended needs, including but not limited to the specific concerns related to recovery of “after hours” surgery patients.

2. OMC is committed to providing safe, quality chemotherapy treatment and other infusion services in a cost-effective manner while supporting employee satisfaction in the work environment. Pursuant to this commitment and in response to staff nurse concerns about staffing, OMC will implement a review of staffing and other staffing-related processes in Infusion Services using the principles and tools of the “lean” quality improvement system. Consistent with the principles of lean process improvement, staff nurse participation and that of other affected employees will be critical to a successful outcome. The review will take into consideration, among other key factors, patient volumes, patient acuity and other patient care needs, staffing standards as may be available from professional associations such as the Association of Community Cancer Centers and other area facilities, e.g., Skagit, Seattle Cancer Care Alliance, and make such recommendations as may be related to the scheduling process, current staffing levels, staffing mix, the hours of operation, staff schedules, and/or other operational matters as will help OMC achieve an optimal system of care for our patients and employees.

OMC’s Quality Support Services may provide assistance in carrying out this “lean” review. The review is to be completed within 12 weeks of the date of ratification of the new collective bargaining agreement. Recommendations from the lean review will be submitted to OMC’s administrative leadership team, which will be responsible for review and approval of any recommendations. In the event any recommendations are not approved, OMC will be provided

with an explanation why. Both a copy of the recommendations and the results of the administrative review will be shared with the employees and SEIU.

Once the initial review of staffing and other staffing-related processes in Infusion Services has been completed, OMC will convene quarterly staffing meetings for nurses in Infusion Services and their supervisor to provide the opportunity to review, assess and respond to staffing concerns and to conduct a semi-annual review of the unit's staffing that may include recommendations to modify the staffing plan based on patient care needs and known evidence-based staffing information.

Sincerely, Laura Joshel

Employee Relations Coordinator

LETTER OF UNDERSTANDING – FIVE

Margaret Cary

Counsel and Chief Negotiator SEIU Healthcare District 1199NW 15 S. 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.

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—SIX

Margaret Cary

Counsel and Chief Negotiator SEIU Healthcare District 1199NW 15 S. Grady Way #200
Renton, WA 98057

RE: Compensation under Article 6 Dear Margaret:

Effective on or before the third full pay period on or after date of ratification, employees with an assigned FTE of .8 or greater will receive a one-time lump sum payment of \$900 and employees with an FTE of .5 to .79 will receive a one-time lump sum payment of \$400. The employee may request deferral of the entire amount to either the 401(a) or 457 or 403 (b) Deferred Compensation plan provided the employee submits their signed request no later than ten (10) calendar days after date of ratification. Lump sum payments and deferrals are subject to all legally required withholdings.

Temporary Suspension of Longevity Increments for Regular and Per Diem Employees (“step freeze”). Effective the first full pay period on or after date of ratification, employees will resume accrual of regular paid hours toward the next step in the wage schedule that was temporarily suspended under Article 8.1.1.

Any employee who would otherwise have received a longevity increment between February 5, 2012 and the date of ratification will receive the full amount of the increment for the period of the “step freeze.” This amount will be paid on or before the third pay period following the date of ratification. Employees’ regular paid hours accrued as of February 5, 2012 will not be forfeited and will be reinstated effective the first full pay period on or after date of ratification. Employees will resume accrual of regular paid hours for purposes of step increases and the employee will thereafter be eligible for the next step in the wage schedule effective at the beginning of the first full pay period on or after completion of 2080 regular paid hours.

Sincerely,

Laura Joshel
Employee Relations Coordinator

Appendix A

SEIU 1199 NW RN Rate Scale:

Effective Date (increase amount)	Ratification, 2017 (\$0.90/hr)	3/1/2018 (\$0.70/hr)	3/1/2019 (\$0.70/hr)	3/1/2020 (\$0.50/hr)
Base	28.46	29.16	29.86	30.36
1	29.78	30.48	31.18	31.68
2	30.93	31.63	32.33	32.83
3	31.96	32.66	33.36	33.86
4	33.02	33.72	34.42	34.92
5	34.26	34.96	35.66	36.16
6	35.42	36.12	36.82	37.32
7	36.54	37.24	37.94	38.44
8	37.96	38.66	39.36	39.86
9	39.10	39.80	40.50	41.00
10	40.27	40.97	41.67	42.17
11	40.83	41.53	42.23	42.73
12	41.38	42.08	42.78	43.28
13	42.14	42.84	43.54	44.04
14	42.92	43.62	44.32	44.82
15	43.69	44.39	45.09	45.59
16	44.21	44.91	45.61	46.11
17	44.74	45.44	46.14	46.64
18	45.26	45.96	46.66	47.16

19	46.06	46.76	47.46	47.96
20	46.84	47.54	48.24	48.74
21	47.52	48.22	48.92	49.42
22	48.19	48.89	49.59	50.09
25	49.45	50.15	50.85	51.35
28	50.42	51.12	51.82	52.32

Weekend Premium	4.00
Standby Premium	4.00
Charge Premium	2.25
Float/PM Premium	2.50
Shift Differential Evening	2.75
Night	4.25
Per Diem Premium	15%
Certification Premium	1.00

Appendix B

SEIU 1199NW LPN Rate Scale

Effective Date (increase amount)	Ratification, 2017 (\$0.90/hr)	3/1/2018 (\$0.70/hr)	3/1/2019 (\$0.70/hr)	3/1/2020 (\$0.50/hr)
Step				

1	18.49	19.19	19.89	20.39
2	19.06	19.76	20.46	20.96
3	19.59	20.29	20.99	21.49
4	20.14	20.84	21.54	22.04
5	20.67	21.37	22.07	22.57
6	21.20	21.90	22.60	23.10
7	21.79	22.49	23.19	23.69
8	22.30	23.00	23.70	24.20
9	22.82	23.52	24.22	24.72
10	23.38	24.08	24.78	25.28
11	23.91	24.61	25.31	25.81
12	24.18	24.88	25.58	26.08
13	24.44	25.14	25.84	26.34
14	24.62	25.32	26.02	26.52
15	24.81	25.51	26.21	26.71
16	25.00	25.70	26.40	26.90
17	25.10	25.80	26.50	27.00
18	25.21	25.91	26.61	27.11
19	25.31	26.01	26.71	27.21
20	25.57	26.27	26.97	27.47
21	25.83	26.53	27.23	27.73
22	26.51	27.21	27.91	28.41
23 (year 22)	27.19	27.89	28.59	29.09
26 (year 25)	27.87	28.57	29.27	29.77
29 (year 28)	28.42	29.12	29.82	30.32

Weekend Premium	2.31
Standby Premium	2.75
Shift Differential Evening	2.00
Night	3.00
Per Diem Premium	15%
Merit pay Base 2	0.90
Base 3	1.10

