

COLLECTIVE BARGAINING AGREEMENT

by and between

ISLAND HOSPITAL, ANACORTES

and

SERVICE EMPLOYEES INTERNATIONAL UNION,  
HEALTHCARE 1199NW

(Service-Support Employees Bargaining Unit)

ISLAND HOSPITAL, ANACORTES

SERVICE EMPLOYEES INTERNATIONAL UNION, HEALTHCARE 1199NW

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# Preamble

This Agreement is made and entered into by and between Skagit County Public Hospital District No. 2 (d/b/a Island Hospital, Anacortes, Washington, hereinafter referred to as the “Employer”), and the Service Employees International Union (SEIU) Healthcare 1199NW, Renton, Washington (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and other conditions of employment for service-support employees of the Employer who are represented by the Union as set forth in Article 1.

## ARTICLE 1. Recognition

### 1.1

The Employer recognizes the Union as the exclusive bargaining representative for all service and support bargaining unit employees, pursuant to DECISION 8027-PECB.

#### 1.1.1 Inclusions.

The bargaining unit includes those full-time or part-time (including casual employees) service-support employees working in the classifications set forth in Appendix A of this Agreement.

#### 1.1.2 Exclusions.

The bargaining unit excludes supervisors, temporary employees, reserve employees (employees not regularly scheduled or called to work when needed), and all other employees not covered by this Agreement.

## ARTICLE 2. Management Rights

### 2.1

It is agreed and understood that the Employer has the right to operate and manage the Hospital, including, but not limited to, the right to require standards of performance and to maintain order and efficiency, to direct employees, to determine job assignments and working schedules, to determine the equipment to be used, to implement and improve the operational methods and procedures, to determine staffing requirements, to determine whether the whole or any part of the Hospital’s operations shall continue to operate, to select and hire employees, to promote, demote, and transfer employees, to discipline or discharge employees, to lay off employees, to

recall employees, to require overtime work of employees, and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. Any matters not specifically covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it shall from time to time determine.

## ARTICLE 3. Union Representation

### 3.1 Union Representation.

The Union's representative shall be permitted to visit the premises of the Employer at reasonable times for the purpose of investigating conditions pertaining to the job. Duly authorized representatives of the Union may have access to those areas of the Employer's premises, which are open to the general public. Such access will be restricted to nonpatient care areas, except when necessary to investigate bona fide grievances. Prior to proceeding to the job site, the Administrator and/or a designated alternate will be contacted. Such visits shall not interfere with or disturb employees in the performance of their work and shall not interfere with patient care.

#### 3.1.1 Meeting Rooms.

The Union may have access to a meeting room within the Hospital for Union meetings, subject to sufficient advance written request to the Hospital's Director of Human Resources (or designee), generally applicable reservation policies and requirements of the Hospital.

### 3.2 Delegate/Officer Functions.

The Union shall have the right to designate Union Delegates and officers from among employees in the unit. The authorized Union representative shall be permitted to investigate alleged grievances under this contract within the Hospital and may contact other employees briefly during their on-duty hours to pursue an investigation. When it is not possible to transact such business during nonworking periods, and the supervisor determines the Union Delegate may be spared, the Union Delegate shall be allowed release time (without pay) to perform such functions. (When an employee has exercised a right to Union representation in a meeting, the Employer and Union shall seek to cooperate in scheduling a mutually agreeable date and time for such meeting.) When a Union Delegate is requested by the Employer to meet during work time, such time shall be paid. Subject to Hospital scheduling procedures, the Union Elected Representative elected to attend the Union's Executive Board Meetings shall be granted approved leave (PTO or LWOP) by the Hospital to attend monthly meetings.

### 3.2.1 Delegate Numbers.

The Union shall designate its officers and Delegates from among employees in the unit(s). A current list of Delegates and any Officers, must be posted by the Union and provided to the Employer's Human Resources Director with any changes as they occur.

## ARTICLE 4. Union Security

New membership language coming, contact a delegate for more information.

## ARTICLE 5. Definitions

### 5.1 Full-Time Employees.

An employee who is normally scheduled to work forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.

### 5.2 Part-Time Employees.

An employee who is normally scheduled to work less than forty (40) hours in a seven (7) day period, or less than eighty (80) hours in a fourteen (14) day period. [A "casual employee" is a part-time employee who is regularly scheduled to work less than twenty (20) hours per week and the employee's designated Full Time Equivalent (FTE) status is less than .5 FTE.]

#### 5.2.1

It is understood that part-time employees are not entitled to receive all of the economic benefits under this Agreement.

##### 5.2.1.1

Paid leave benefits are received but are prorated, and are only paid time off (PTO) leave and extended illness bank (EIB) leave.

##### 5.2.1.2

Eligible full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week (and the designated Full Time Equivalent (FTE) status is .5 FTE or more) shall be covered under the Employer's group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of employee self-coverage under the lowest health insurance plan that it offers for eligible employees regularly scheduled to

work twenty-four (24) hours per week or more (and designated Full Time Equivalent (FTE) status is .6 FTE status or more). As for other eligible part-time employees, the Employer shall pay one-half (1/2) the full-time employee rate and the employee shall pay the other half (1/2) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs for employees under this Section, and shall not be responsible for premium payments for any dependent coverage.

#### 5.2.1.3

As to casual employees [part-time employees who are normally scheduled to work less than twenty (20) hours per week (and designated Full Time Equivalent (FTE) status is less than .5 FTE)], such employees are not entitled to any fringe benefits under this Agreement. All casual employees shall receive only the fifteen percent (15%) premium in lieu of benefits. Employees who become eligible for benefits pursuant to the Affordable Care Act (ACA) shall not receive this premium.

#### 5.2.1.5

Part-time employees are entitled to no other economic benefits. Part-time employees who feel that they are not properly classified or are not receiving appropriate benefits shall have the right to require a review of their status by the Hospital's Human Resources Director, and if not satisfied with the Hospital's position, may submit the matter to the grievance procedure.

### 5.2.2

Convenience Time. It is understood that if an employee is regularly scheduled for twenty (20) hours or more per week (and designated Full Time Equivalent (FTE) status is .5 FTE or more), and the employee's actual work hours temporarily fall below the employee's scheduled hours due to a low census day(s) or lack of work, the Employer will use "convenience time" to permit the employee to accrue leave benefits that the employee would have otherwise received pursuant to the employee's regular schedule. When an employee is placed on convenience time, the absence from work shall be charged to the employee's available accrued paid time off (PTO), unless the employee has no accrued PTO balance or the employee has noted in the "payroll edit sheet" not to use PTO and will use convenience time without pay. Before an employee is placed on convenience time the Employer will first release:

1. Any employees receiving statutory overtime;
2. Any volunteers;
3. Any part-time or full-time staff working an extra shift above their assigned FTE;
4. Agency personnel;
5. Any reserve employees;

6. Then, equitable rotation of full-time and part-time staff based on the number of hours the employee has in mandatory low census.

### 5.3 Probationary Period.

An employee shall be on probation for ninety (90) calendar days or five hundred twenty (520) regular paid hours (exclusive of standby and overtime) whichever is later, not to exceed one hundred eighty (180) calendar days. All benefits specified in this Agreement will accrue during probation for future use (except holidays). On completion of the probationary period, the employee shall become a regular employee under this Agreement.

### 5.4 Regular Employee.

An employee who has completed the probationary period to the Employer's satisfaction shall be defined as a regular employee.

### 5.5 Temporary Employees.

With the exception of an emergency situation, a temporary employee is an employee who is hired for a predetermined period of time not to exceed three (3) months. In addition, if the Employer determines that the temporary employee's service must exceed three (3) months to complete a specific project, the temporary employment period may be extended to that extent up to another three (3) months, and the Employer shall notify the Union. Temporary employees will not be regularly utilized to fill permanent positions. If the Employer elects to hire a temporary employee, the Employer shall notify the Union of this action and the purpose and anticipated length of service during the employee's first (1st) week of work.

### 5.6 Month and Year.

For purposes of this Agreement and the method of computing paid time off (PTO), extended illness bank (EIB) time, and other conditions of employment (except as otherwise provided herein in this Agreement), one (1) month's employment shall consist of one hundred seventy-three and three-tenths (173.3) hours/month regular paid hours (excluding overtime and callback hours), and one (1) year of employment shall consist of twelve (12) months of continuous employment. However, for purposes of computing longevity (wage increments), a "year" shall be defined as one thousand six hundred sixty-four (1664) hours of work (excluding overtime and callback hours) or twelve (12) months, whichever comes last.

### 5.7 Regular Rate of Pay.

The regular rate of pay shall be defined to include the employee's normal

rate, lead pay (Section 11.8) when the employee has been designated to a lead by having a PAR on file, shift differential (Section 11.2) when the employee is regularly scheduled to work an evening or night shift, and any fifteen percent (15%) wage premium in lieu of benefits (Sections 5.2.1.3 and 5.2.1.4). (When an employee is regularly scheduled in an evening or night shift position and is requested by the Hospital for staffing needs to work a different shift, the employee's regular rate of pay for that shift shall include either the employee's regular shift differential or the appropriate shift differential under Section 11.2, Shift Differential, for the different shift worked, whichever is higher.)

## 5.8 Normal Rate.

An employee's normal rate is the current hourly rate at the employee's appropriate longevity step under this Agreement.

## 6.1

The parties to this Agreement realize that this Hospital provides special and essential services to this community. For this and other humanitarian reasons, it is the intent of the parties to settle any disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement, (a) the Employer shall not lockout 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, refusal to cross a picket line, picketing, walkout, slowdown, boycott, dispute with any third party, or any other interference of the operations of the Employer. Any employee who is found to have violated this Article shall be subject to immediate discipline, including possible discharge.

## 7.1 Temporary Staff.

The Employer in good faith will not seek to abolish permanent bargaining unit positions and replace them with temporary help. Further, the Employer will not make a practice of employing temporary help in positions that could be filled by regular part-time or full-time employees. This provision shall not prevent or control the Employer's right to participate in bona fide training programs.

### 7.1.1 Volunteers.

Because of the important community service performed at the Hospital by volunteers for the Employer, nothing in this Agreement shall limit their use. However, the Employer agrees that it shall not layoff regular employees in order to replace them with volunteers.

## 7.2 Discipline and Discharge.

No regular employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the general concept of progressive and corrective discipline where appropriate (such as the possible use of verbal and written reprimands or suspensions without pay). It is understood that progressive and corrective discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof.

### 7.2.1 Investigation Representation Right.

A regular employee may request the attendance of a Union Delegate at an investigatory meeting which the employee reasonably believes may lead to discharge.

## 7.3 Termination Notice.

All regular employees shall give and be entitled to two (2) weeks' written notice of termination (including layoff), or pay in lieu thereof, plus any accrued paid time off (PTO) leave benefits. The Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause or failure by the employee to give the required two (2) weeks' written notice. The employee shall Island Hospital - SEIU Healthcare 1199NW-5-Collective Bargaining Agreement (Service-Support Unit) not lose accrued annual leave benefits if unable to give the required two (2) weeks' written notice due to an emergency beyond the employee's control.

### 7.3.1 Pre-Discharge Proceedings.

Prior to implementation of a discharge decision, a regular employee shall receive written notice of the pending discharge, be given its basic reason(s) and be allowed an opportunity to respond to the notice, if so desired. For such a response meeting, the employee may request representation by a Union Delegate.

## 7.4 Workload.

The Employer shall provide adequate time in its judgment for employees to complete their work. When workload is increased and cannot be completed in the scheduled workday, the supervisor (or designee) will handle the matter, such as redistribute or defer the work, authorize overtime or staff additional personnel to complete the work. When the workload is decreased and can be completed in a period shorter than the scheduled workday, the supervisor (or designee) has the prerogative to readjust the work, send employees home, layoff personnel, or consider other options.

## 7.5 Job Posting.

Should the Employer decide to fill a bargaining unit position, the Employer agrees to post a copy of the job announcement through its electronic job posting system. The job posting will include a current summary of qualifications and duties for the vacant position. It will be posted for a minimum of seven (7) days. [However, if during the posting period, an employee of the same job classification applies, and under the criteria of Section 7.6, Job Selection, the Employer determines that seniority is the determining factor to select that employee, then the Employer may transfer that employee without waiting for the full posting period to run.] Any position left vacant after such a transfer, and which the Employer elects to fill, shall follow the same posting procedures. It is understood, however, that the Employer may fill the position during the posting period in an emergency. It is the responsibility of any interested employee to make written application on a timely basis for consideration for any announced vacancy.

### 7.5.1 New Positions.

It is agreed that if and when during the life of this Agreement new kinds of work assignments evolve which are to be performed within a department covered under this Agreement for which there is no job classification and the scope of work is clearly traditional bargaining unit work under this Agreement, or if the Employer elects to merge existing bargaining unit positions under this Agreement, then the Union shall have an opportunity within ten (10) working days after written notice from the Employer to meet and negotiate with the Employer as to the rate of pay for such new job classification(s)

### 7.5.2

If an employee works over his/her designated Full Time Equivalent (FTE) status for three (3) consecutive months or longer that is not the result of temporary leaves, scheduling requests for time off, or temporary increases in workload, the employee may request in writing to the Employer's Human Resources Director to review the situation for possible adjustment of FTE status or a possible vacancy posting under Section 7.5, Job Posting. The Director of Human Resources (or designee) within his/her sole discretion shall within fourteen (14) calendar days determine the appropriateness of the request and any resulting action.

## 7.6 Job Selection.

Qualified employees who timely apply shall be given first consideration for all posted positions. For the purpose of this Section, "qualified" shall be judged by the Employer and defined as meaning the education, experience, and other related job criteria as set forth in the Employer's job descriptions. In the event qualifications of those applying for the position are basically equal



in the judgment of the Employer, seniority shall be controlling. Applicants who are not selected for an opening shall be notified by the Employer within a reasonable period of time.

#### 7.6.1 Promotion Probation/Trial Period.

An employee shall remain in a special promotion probation/trial period status for not more than ninety (90) workdays from the date of promotion, of which, during the first twenty-one (21) calendar days, either the promoted employee or the Employer may elect to return the employee to the employee's former job classification without loss of accrued seniority. Thereafter, during this special promotion probation/trial period, if either the Employer or the employee determine that the promotion is not meeting expectations, the employee may be laid off (the provisions of Sections 7.8.1 - 7.8.3 of this Article shall not apply to this layoff) but shall enjoy the basic recall rights under Section 7.8.4 to the employee's former job classification.

### 7.7 Job Description.

When hired or newly assigned, the Employer shall furnish an employee with a job description of the employee's position. At least annually, the Employer shall review the job description with the employee to assure the job duties and qualifications appropriately reflect the work being performed. An employee may request that the employee's job description be reviewed if the employee believes it no longer reflects the work being performed. Pursuant to written request, and no more than annually, the Employer shall furnish current copies of job descriptions to the Union of all job classifications in the bargaining unit for information purposes.

### 7.8 Layoffs.

The Employer has the right to determine when, and to what extent, layoffs are necessary. Layoffs shall occur in accordance with the following procedures:

#### 7.8.1

The Employer will determine the position classification(s) to be reduced by layoff.

#### 7.8.2 Layoff Procedure.

Once the Employer determines the exact position classification(s) to be eliminated, it will analyze departmental and hospital seniority, as established under this Agreement, for the regular employees in that position classification(s). The Employer will then identify affected regular employee(s) by the least departmental seniority (least hospital seniority is tie breaker). Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classifications and departments or units affected by the layoff. Agency personnel, travelers and probationary employees within the affected department or work unit on a shift will be released prior to laying off regular

employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff.

#### 7.8.2.1 Layoff Notice.

Twenty-one (21) days' advance notice of layoff will be given to the Union and to employees subject to layoff, except for unforeseeable conditions preventing such notice which are beyond the Employer's control. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff, as well as possible alternatives to layoff within seven (7) days of the Employer's layoff notice to the Union, but this meeting process shall not delay the implementation of the layoff or related notices from the Employer. All affected bargaining unit members will be given advance, written notice or pay in lieu thereof based on schedule hours missed at least fourteen (14) calendar days prior to the layoff.

#### 7.8.3

The affected regular employee(s) identified by the Employer will be laid off pursuant to Section 7.3 of this Agreement, unless within seventy-two (72) hours of receipt of written notice from the

Employer:

1. The affected regular employee makes an election to return to a prior position classification in the same or another department under this Agreement that was held by that employee within the last three (3) years of service, OR
2. The affected regular employee makes an election to accept work in a lower paying position classification within the same department, and for which the Employer determines that the employee is qualified and that there is work to be performed. Otherwise, the employee shall be laid off in accordance with the written notice.
3. A regular employee(s) who is displaced by exercise of this Section is also an affected employee and shall have the right to use the procedures specified in this Section.

#### 7.8.4

At the time of layoff, a regular employee must opt during the exit interview to be included

on a recall roster for twelve (12) months. The employee is responsible to keep the Human Resources Director advised of current address and telephone number in writing. If the Employer elects to fill a vacancy in a position that was laid off, the Employer shall serve notice by certified mail, postage prepaid to an employee on recall roster for that position, who shall be given five (5) calendar days from date of receipt to contact the Employer's Human Resources Director to accept recall. When this notice is mailed, the Human Resources Director shall make at least one (1) attempt to also contact the employee by telephone. Failure to accept recall terminates the employee's future recall right. Seniority shall continue during layoff pursuant to Section 19.4, Seniority Breaks, of this Agreement.

#### 7.8.5 Severance Pay.

If a regular employee is laid off under this Agreement, the employee shall be offered severance pay pursuant to the Hospital's determination of its policy criteria and requirements.

### 7.9 Subcontracting.

The Employer's Board of Commissioners reserves the right to make any and all contracts permitted under law which it in its sole discretion deems appropriate. However, the Employer shall not resort to contracting for services as a method of discriminating against the Union.

#### 7.9.1

The Employer will give the Union one hundred twenty (120) calendar days' advance notice of its decision to subcontract work performed by bargaining unit employees. Upon written request from the Union, during the one hundred twenty (120) day period the Employer will meet and confer with the Union about the implications of the subcontracting and to consider any alternatives the Union may wish to present. Such discussions will be concluded within twenty (20) calendar days from the date the Hospital advises the Union of its decision.

- a. In such meet and confer process the Union may bring forth for joint discussion such subjects as Union proposed options and reasonable alternatives that could meet the Employer's primary business needs;
- b. Potential options with a subcontractor that could enable the hiring of affected bargaining unit employees, in order of seniority, to perform the work;
- c. Potential options with a subcontractor related to Union recognition.

## 7.9.2

Pursuant to Union written request, the Employer will provide the Union with relevant information requested under the state collective bargaining statute for public employees, as well as requested public records information required under state public records law.

## 7.9.3 Subcontracting Effects.

Effects negotiations on the subcontracting decision, as it pertains to bargaining unit employees, shall be on an expedited basis, commencing no later than three (3) weeks prior to the effective date, with such process to end no later than one (1) week prior to the effective date of the subcontracting. An employee who is laid off, and is not hired by the subcontractor to work at the Hospital, shall be entitled to receive severance pay pursuant to the terms of Section 7.8.5, Severance Pay, of this Agreement.

## 7.9.4 Unit Work.

Except as provided for in Section 7.9 through Section 7.9.3, the Employer agrees that work traditionally performed by personnel in the bargaining unit shall continue to be performed by personnel in the bargaining unit. This shall not limit occasional work by non bargaining unit personnel.

# 7.10 Personnel File.

## 7.10.1

The Employer shall, at least annually, upon the request of an employee, permit that employee to inspect any or all of his or her own personnel file(s).

## 7.10.2

The Employer shall make such file(s) available locally within a reasonable period of time after the employee requests the file(s).

## 7.10.3

An employee annually may petition that the Employer review all information in the employee's personnel file(s) that are regularly maintained by the Employer as a part of its business records or are subject to reference for information given to persons outside of the Employer. The Employer shall determine if there is any irrelevant or erroneous information in the file(s), and shall remove all such information from the file(s). If an employee does not agree with the Employer's determination, the employee may at his or her request have placed in the employee's personnel file a statement containing the

employee's rebuttal or correction. Nothing in this subsection prevents the Employer from removing information more frequently.

#### 7.10.4

A former employee shall retain the right of rebuttal or correction for a period not to exceed two (2) years. 7.10.5 Sections 7.10.1 through 7.10.4 do not apply to the records of an employee relating to the investigation of a possible criminal offense. Sections 7.10.1 through 7.10.4 do not apply to information or records compiled in preparation for an impending lawsuit which would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts.

### 7.11 Nondiscrimination.

The Employer and Union agree to comply with all appropriate laws and regulations pertaining to discrimination because of race, color, religion, sex, sexual orientation, marital status, disability, veteran's status, national origin or age. No employee shall be discriminated against or discharged for lawful union activity. Further, the Employer, Union and employees shall comply with all applicable safety and health laws and regulations.

#### 7.11.1 Arbitration/Litigation Waiver.

Any claim, complaint or charge that Section 7.11 has been violated shall be timely filed with the appropriate administrative agency and/or court of law or the cause of action shall be waived. If an employee has filed a lawsuit, complaint, or charge with any local, state or federal agency, then any related allegations as to possible violations of Section 7.11 shall not be subject to the grievance and arbitration procedures set forth in the Agreement. If the employee has not taken such action, then a grievance may be filed based upon alleged violations of Section 7.11. The parties acknowledge that the right to file such a grievance is granted at the request of the Union and its bargaining unit members as an accommodation by the Employer to help ensure a more satisfactory and timely resolution of employment concerns, and further agree that this right is offered in lieu of the right to litigate or file such actions with the appropriate governmental agencies. If employees or the Union elect to file such a grievance rather than resort to their legal remedies under various statutes, the employees involved and Union shall so indicate at the time the grievance is to be referred to arbitration under this Agreement by signing a written waiver forever waiving the right to file the same or related complaint with any governmental agency or in the form of a private lawsuit; however, it is understood that this provision does not act to forfeit independent tort rights an employee may have that were not at issue in arbitration. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance further, making it null and void.

## 7.12

Merger, Affiliation, or Business Partnerships. Should the Hospital intend to sell the Hospital, or any part of its operations employing bargaining unit employees, or proceed with a merger, affiliation or business partnership that will either lead to the direct replacement or loss of employment by some bargaining unit employees or change of employer status for bargaining unit employees (collectively “business structure change”):

### 7.12.1

The Hospital shall give advance written notice to the Union. Such notice shall be in the form of a letter to the Union’s President no less than ninety (90) days prior to the effective date of such business structure change (“effective date”). Upon written request from the Union, the Hospital shall provide the Union with all portions of the business structure change agreement that are relevant information requested under the state collective bargaining statute for public employees, as well as requested public records information required under state law.

### 7.12.2

Upon written request of the Union to the Hospital’s Human Resources Department, the parties shall arrange to meet to discuss possible alternatives to such business structure change: (a) the scope and reasons for the pending business structure change, (b) any alternative measures that the Union believes the Hospital may implement that will reduce or eliminate such direct loss of employment by some bargaining unit employees (if any), and (c) to negotiate regarding the effects on bargaining unit employees of the business structure change, as required by law.

### 7.12.3

Effects negotiations on the business structure change, as it pertains to bargaining unit employees, shall be on an expedited basis, commencing no later than three (3) weeks prior to the effective date, with such process to end no later than one (1) week prior to the effective date.

(This Section does not cover subcontracting decisions, which is covered by Section 7.910, Subcontracting, and its subparts.)

## 7.13 Successor.

This Agreement shall be binding on any successor employer, including voluntary payroll dues deduction authorizations and provisions for voluntary payroll political action fund deduction

authorizations (i.e., SEIU - COPE program). A successor is to promptly transmit such deducted funds to the Union after closing of the business structure change.

## ARTICLE 8. Work Schedules/Workweek

### 8.1 Workday and Workweek.

The normal workday shall consist of eight (8) hours of work within eight and one-half (8-1/2) consecutive hours. For administrative purposes, the Hospital's workweek is Monday through Sunday.

### 8.2 Work Period.

As a health care employer, the Hospital uses either the forty (40) hour workweek system or the "8-80" overtime system for employee overtime purposes. Different work periods apply to each system and an employee may be assigned to either system, as documented on an employee's PAR form at time of hire or transfer.

#### 8.2.1 Normal Workweek Period/Workday.

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

#### 8.2.2 "8-80" Work Period.

The work period for an employee assigned to the "8-80" work period is fourteen (14) consecutive days (Monday through Sunday). Overtime shall be paid for time worked over eight (8) hours in one workday or over eighty (80) hours in the assigned work period.

#### 8.2.3 Other Premium Pay Situations.

If an employee assigned to the forty (40) hour workweek works on six (6) or seven (7) consecutive days during the workweek, the employee shall be paid at one and one-half (1-1/2) times the regular rate for all hours worked on the sixth (6th) consecutive day and two (2) times the regular rate for all hours worked on the seventh (7th) consecutive day. If an employee assigned to the "8-80" work period works on eight (8) or more consecutive days in the fourteen (14) day work period, the employee shall be paid two

(2) times the regular rate for all hours worked on the eighth (8th) through the fourteenth (14th) consecutive days during the work period. Time worked in excess of twelve (12) consecutive hours shall be paid for at two (2) times the regular rate.

### 8.3 Shifts.

The working of two (2) shifts in a twenty-four (24) hour period is discouraged and shall only occur in cases of emergency or if mutually agreed upon by the Employer and employee.

### 8.4 Work Schedules & Weekly Schedules.

Except for unusual circumstances which could not have been reasonably predicted by the Employer, work schedules and days off shall be posted prior to the twentieth (20th) of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. The working of over six (6) consecutive days is discouraged and shall only be scheduled when necessary. It is further agreed that the Employer will use fair and reasonable judgment in the scheduling of employees for over six (6) consecutive days.

### 8.5 Rest Periods.

Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each four (4) hours worked. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work allows the employee to take unscheduled rest periods as needed, they shall be taken as appropriate. Any employee working overtime shall receive a fifteen (15) minute rest period for each two (2) hours of overtime worked or greater portion thereof. In cases of emergency, rest periods will be taken when possible and the scheduling requirements of this Section will not apply.

#### 8.5.1 Rest Period Between Shifts.

Except in emergencies or by mutual agreement, an employee shall have an unbroken rest period of twelve (12) hours between shifts. This Section does not apply to those employees who are on standby.

### 8.6 Meal Period.

Each employee shall be allowed a meal period of thirty (30) minutes, which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. The meal period is not compensable as hours worked, unless the employee is required by the Employer to remain on duty on the Employer's premises or at a prescribed work site at the specific direction of the Employer. Employees who will be working three (3) or more hours longer than



an eight (8) hour workday shall be allowed one (1) thirty (30) minute meal period of non compensable time prior to or during the extra work period. No employee shall be required to work more than five (5) consecutive hours without a meal period. In cases of emergency, the meal period will be taken when possible and the scheduling requirements of this Section will not apply.

## 8.7 Weekends.

Every attempt will be made so that each employee shall be afforded one (1) full weekend (both Saturday and Sunday) off out of each three (3) consecutive weekends. If an employee is required to work either Saturday or Sunday, or both, on three (3) consecutive weekends, then all time worked on the third (3rd) consecutive weekend shall be at time and one-half (1-1/2) and on the fourth (4th) weekend and subsequent, consecutive weekends shall be at double time (2x). The premium pay requirements shall not apply to any employees who voluntarily agree to work on such weekends.

### 8.7.1 Weekend Premium.

In addition to consecutive weekend work premium pay in Section 8.7, Weekends, of the Agreement, an employee shall receive a weekend premium of one dollar twenty-five cents (\$1.25) for each weekend hour worked as defined in Section 8.7. (The weekend is defined as Friday at 11:00 p.m. to Sunday at 11:00 p.m., unless mutually agreed otherwise.)

## 8.8 Innovative Work Schedules.

An innovative work schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. It is further agreed that when an employee and the Employer agree to an innovative work schedule that would vary from this Agreement, that agreement shall be by mutual consent and in writing by the Employer and the employee concerned. Under this Agreement, it is understood that existing innovative work schedule agreements at the time this Agreement goes into effect, may be continued by the Employer, as well as placing other employees on such existing innovative work schedule agreements in the future by mutual written agreement between the Employer and the employee. (The Union shall be provided a copy of such future agreements.) Prior to implementation of other newly developed innovative work schedules after this Agreement takes effect, the Employer and the Union will review and mutually determine what changes, modifications or waivers of any provisions of this Agreement shall be agreed upon in writing. Under any innovative work schedule agreements, the specific waived premium pay provisions of this Agreement shall not apply and the agreement shall be in writing.

### 8.8.1

Where innovative work schedules are used, the Employer retains the right to revert back to either an eight (8) hour workday schedule or the work schedule and Agreement provisions, which were in effect for the affected employee(s) immediately prior to the commencement of the innovative work schedule, after at least thirty (30) days' advance notice to such employee(s). Should an employee wish to revert from the innovative schedule to the normal schedule worked by other employees in the Department, the employee must inform the Department Manager at least thirty (30) days in advance of the requested change date, and the Employer will reschedule the employee for the first available opening for such a position in the schedule after the requested change date.

## 8.9 Special Certification Premium.

Employees who obtain advanced national certification/registry in their field, as approved by the Employer (See, Appendix C), shall receive a special certification premium of fifty cents (\$.50) per hour for all hours worked. Appendix C lists the current special certifications by job class eligible for certification premium. [Only one (1) certification may be paid per job classification.] The certification premium for the Central Service Tech is one dollar (\$1.00) to recognize the current wage range of this position in the Agreement. This higher premium will be "grandfathered" for the CS Tech position only.

### 8.9.1

Additional special certifications may be added to the approved listing in Appendix C, as determined by the Employer.

### 8.9.2

It is understood, however, that for Hospital positions that require certification as a prerequisite to hire, no certification premium will be paid.

## ARTICLE 9. Overtime

### 9.1 Overtime Authorization.

Overtime must be properly authorized in advance by a supervisor, and excessive overtime is discouraged. However, in rare cases sudden and urgent patient care workload requirements may compel an employee to work beyond the end of the shift without such advance approval (and the employee shall contact the supervisor as soon as possible in this regard). In such

situations the employee shall be permitted to leave work as soon as the workload requirement is met.

## 9.2 Pyramiding.

The parties reject the concept of pyramiding and overtime computations shall not duplicate any overtime pay or other premium time pay (e.g., holidays, standby, vacations, etc.). However, it is understood that overtime pay shall include shift differentials and lead pay as appropriate for hours worked.

## 9.3 Overtime Computation.

Overtime shall be computed like all other hours (i.e., to the nearest quarter hour). All time worked in excess of forty (40) hours during a workweek shall be considered overtime, unless the employee is assigned to an "8-80" schedule. Under an 8-80 schedule, all time worked in excess of eight (8) hours in one (1) day and eighty (80) work hours within a fourteen (14) day period shall be considered overtime. All overtime must be properly authorized by the Employer in advance, and shall be paid at one and one-half (1-1/2) times an employee's regular rate.

# ARTICLE 10. Standby/Call-Back

## 10.1 Standby.

"Standby" is defined as an employment status in which an employee is placed by direction of the Employer, which calls for the employee to be available for immediate return to the Hospital upon telephone or paged notice. Employees placed on standby status while off the Employer's premises shall be compensated as specified in Section 11.3. Standby hours shall not be treated as hours worked for the purposes of obtaining overtime compensation or making any other calculations under this Agreement.

## 10.2 Call-back.

An employee who is called back to work from "standby" status, or is called back to work after having worked the employee's scheduled shift, shall be determined to be "called back." If an employee is called back, the employee shall be entitled to work at least two (2) hours or be credited two (2) hours' pay which includes any time actually worked. Employees may not accumulate or be compensated for call-back hours in excess of standby hours. When an employee begins call-back work, the employee shall receive standby pay for those hours.

### 10.3 Standby/Callback/Low Census.

When an employee is placed on low census, by mutual agreement the employee may be placed on standby. In such situations, if additional staff is needed during the same shift, this employee on standby shall be called back before calling in other staff.

### 10.4 Report Pay.

An employee who reports to work as scheduled (e.g., not from standby status) shall be eligible for report pay unless previously notified not to report for work. If an employee reports to work as scheduled, the employee shall be credited as report pay with a minimum of one-half (1/2) the hours scheduled for that day (which shall include any time worked).

### 10.5 Shift Cancellation.

Except in cases of emergency, the Employer will try to notify an employee two (2) hours before an employee's shift, when the Employer deems it not necessary for the employee to report to work. In order for an employee to qualify for report pay, the employee must keep the Employer informed of a current telephone number where the employee can ordinarily be reached.

## ARTICLE 11. Compensation

### 11.1 Compensation.

The wage scales and incremental levels for all bargaining unit employees are provided in Appendix A, which is attached to and incorporated in this Agreement.

#### 11.1.1

It is understood that any wage or benefit adjustments that may arise during the life of this Agreement for an employee under this Agreement shall be effective on the first (1st) day of the next full payroll period after the date of eligibility.

#### 11.1.2 Allowance for Experience.

An employee hired during the term of this Agreement shall be placed in the wage schedule (Appendix A) in accordance with the following plan:

##### 11.1.2.1

One (1) or More Years of Service. Employees with one (1) or more years of

continuous recent service shall be employed at not less than Step 1 of the wage schedule.

#### 11.1.2.2

Two (2) or More Years of Service. Employees with two (2) or more years of continuous recent service shall be employed at not less than Step 2 of the wage schedule.

#### 11.1.2.3

Four (4) or More Years of Service. Employees with four (4) or more years of continuous recent service shall be employed at not less than Step 3 of the wage schedule.

#### 11.1.2.4

Six (6) or More Years of Service. Employees with six (6) or more years of continuous recent service shall be employed at not less than Step 4 of the wage schedule.

#### 11.1.2.5

Ten (10) or More Years of Service. Employees with ten (10) or more years of continuous recent service shall be employed at not less than Step 5 of the wage schedule.

“Continuous recent service” shall be defined as hospital experience, or other experience deemed comparable by the Employer in the same job the employee is assuming here at Island Hospital without a break in service of more than two (2) years.

## 11.2 Shift Differential.

Except as set forth in Article 11.2.1, below, an employee regularly assigned to a shift where more than half (1/2) of the shift hours worked are after 1530 and before 2300 shall receive a shift differential for the entire shift of one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay. Effective the first full pay period after March 1, 2018 the evening shift differential will increase to one dollar sixty-five cents (\$1.65) per hour. Where more than half (1/2) of the shift hours are after 2300 and before 0700, the differential for the entire shift shall be two dollars twenty-five cents (\$2.25) per hour.

### 11.2.1

For the CS Tech, Surgery Tech, Laboratory Assistant and Phlebotomist positions, the evening shift differential shall be one dollar seventy-five cents (\$1.75) per hour and the

night shift differential shall be two dollars fifty cents (\$2.50) per hour, in addition to their regular rate.

#### 11.3.1

For the CS Tech, Surgery Tech, Laboratory Assistant, and Phlebotomist positions, standby pay shall be three dollars twenty-five cents (\$3.25) per hour.

### 11.3 Standby Pay.

Standby pay shall be rendered at the rate of three dollars (\$3.00) per hour in accordance with this Agreement.

### 11.4 Call-back Pay.

All call-back hours shall be at one and one-half (1-1/2) times the regular rate for the employee. There shall be no pyramiding of rates.

### 11.5 Temporary Promotion.

When an employee is temporarily assigned to work in a higher bargaining unit position (one with a higher pay classification), the employee shall receive the base rate for the higher classification or twenty-five cents (\$.25) per hour premium, whichever is greater, for all time regularly scheduled in that assignment.

### 11.6 Compensation Options.

Nothing in this Agreement shall prevent the Employer, at the Employer's sole discretion, from paying wages, providing benefits, or paying any other form of compensation in addition to or in excess of that which is provided for in this Agreement, provided the Employer will not exercise this right in an arbitrary or capricious manner.

### 11.7 Promotions and Lateral Transfers Within Bargaining Unit.

When an employee is permanently promoted to a classification in the bargaining unit with a higher wage scale, the employee will be placed on the step of the wage scale which is closest to a three percent (3%) increase over the normal hourly rate the employee was earning before the transfer. (At the Employer's discretion, it may credit other Hospital experience for placement at a higher step.) When making a lateral transfer, the employee will be placed on the step of the wage scale which is closest to, but no lower than, the normal hourly rate the employee was earning before the transfer. Lateral transfers are defined as transfers to a position where the current base rate is less than one percent (1%) lower than the base rate of the new scale. In all

cases of a job transfer, the employee's "time in position" will restart. If an employee's "time in position" was greater than seven (7) months, the employee will roll to the next highest step.

## 11.8 Lead Assignment and Pay.

An employee assigned by the Employer as a lead shall receive one dollar (\$1.00) over the normal rate of pay for all hours in lead assignment. It is understood that a lead performs the same basic work duties as other employees in the job classification; in addition, however, the lead is also directly accountable for monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in making daily work assignments, assisting with developing work schedules, giving advice and work instructions to other employees, and/or other lead duties assigned by the Hospital.

## 11.9 Preceptors.

When an employee is assigned as a Preceptor to provide oversight to a student during their clinical rotation, the employee will receive an additional \$1 per hour for all hours worked as a Preceptor. A Preceptor may be assigned to a student when the Hospital has engaged in an agreement with an educational institution to offer a clinical rotation at Island Hospital. The role of Preceptor may include hands-on teaching, support and evaluation of the student. The assignment of Preceptor will be based upon demonstrated competency and aptitude for supporting a student's learning experience.

# ARTICLE 12. Paid Time Off (PTO) Leave

## 12.1 Paid Time Off Program.

The Paid Time Off (PTO) program provides eligible employees with appropriate compensation during holidays, vacation time, and periods of treatment or illness of the employee, spouse, spousal equivalent or a dependent child, pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. PTO applies to employees with a Full Time Equivalent (FTE) status of .5 FTE and above. [Article 12, Paid Time Off (PTO) Leave, shall not apply to a casual employee. However, casual employees shall be paid time and one-half (1-1/2) when a recognized holiday, determined herein by Section 12.7 is worked.]

## 12.2 Amount of PTO.

After completing ninety (90) calendar days of employment, an employee shall be eligible to receive PTO benefits accrued from date of hiring according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels Maximum Hours and Days [Hourly Rate]</u>
3-Jan	200 (25 working days)
5-Apr	240 (30 working days)
7-Jun	248 (31 working days)
9-Aug	256 (32 working days)
14-Oct	280 (35 working days)
15-16	304 (38 working days)
17-20	312 (39 working days)
20+	320 (40 working days)

A part-time employee with a Full Time Equivalent (FTE) status of .5 FTE or above shall accrue according to the above schedule based on hours worked and paid per pay period. An employee may use PTO benefits to the extent accrued in increments of not less than one (1) normally scheduled work hour up to the equivalent of the employee's regularly scheduled shift. In all cases, PTO shall be payable for regularly scheduled days of work. (An employee also may use PTO hours to the extent accrued for any recognized holidays that occur during the probationary period.)

## 12.3 PTO Scheduling.

The Employer shall retain the right to determine policies of scheduling of PTO. Employees shall present written requests for PTO as far in advance as is possible, but not less than two (2) weeks before the schedule is posted. Employees shall be notified in writing within one (1) week after the request is submitted whether the PTO is approved. In the case of conflicting requests by employees for PTO or limitations imposed by the Employer on PTO requests, seniority shall prevail in assigning PTO provided the skills, abilities, experience, competence or qualifications of the employees affected are not significant factors as determined by the Employer. PTO requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Employees requesting PTO at least ninety (90) days in advance will be notified in writing at least sixty (60) days in advance of the requested PTO whether this request is approved. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after PTO. Employees shall not be required to find their own replacements for any PTO requests.

### 12.3.1 PTO Use for Unanticipated Medical Reasons.

Any payment of PTO due to unanticipated medical reasons (i.e., sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence, which shall be given by the employee to the Employer two (2) hours prior to the start of the shift. In cases of suspected abuse or fitness for duty matters, the Employer reserves



the right to require reasonable written proof of illness, which permits the Employer to require a physician's statement.

## 12.4 PTO Pay.

PTO 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 plus applicable shift differential and lead pay as appropriate.

### 12.4.1

Except for scheduled and approved leave pursuant to Section 16.4.4, Personal Leave, before an employee can be granted unpaid time off, an employee must have used the balance of the employee's accrued paid time off (PTO). (Employees not scheduled to work on a holiday are not required to use PTO.)

## 12.5 Payment Upon Termination.

After completion of six (6) consecutive months of employment, employees shall be paid upon termination of employment for any PTO hours earned but not used, unless the employee fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation.

## 12.6 PTO Accumulation.

PTO credits may be accumulated up to a maximum of one (1) year's accrual. Hours over the maximum accrual shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance. An employee shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO leave or cash it out under the Employer's payroll procedures.

Thirty (30) days after the signing of this Agreement management will send out an email to all caregivers with more than one (1) year's accrual of PTO in their bank notifying them of the change in the PTO cap. Each employee with more than one (1) year's PTO accrual in his or her bank will either take the PTO, or cash it out at the appropriate rate, within one hundred twenty (120) days of the signing of the Agreement.

## 12.7 Work on Holidays.

Full-time and part-time employees required to work on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, for all

hours worked. (For purposes of this Section only, Christmas Day shall be defined as the hours between 3 p.m. of December 24th and 11 p.m. of December 25th of each year.)

## 12.8 Rotation of Holidays.

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

## 12.9 Designation of Holidays.

The Employer shall determine the holidays designated for evening and night shift employees after consultation (not negotiations) with the Labor-Management Relations Cooperation Committee created in this Agreement. This designation shall be on a Hospital-wide basis for the duration of this Agreement.

# ARTICLE 13. Extended Illness Bank (EIB) Leave

## 13.1 General.

The Extended Illness Bank (EIB) Program provides all eligible employees with zero compensation for illness and/or injury, for themselves, for their seriously ill spouses and spousal equivalents, and for their dependent children, as required by this Agreement and subject to related Employer policies. EIB applies to employees with a Full Time Equivalent (FTE) status of .5 FTE and above. (Article 13, Extended Illness Bank (EIB) Leave, shall not apply to a casual employee.) In all cases, EIB shall only be payable for regularly scheduled days of work.

## 13.2 EIB Accumulation.

Full-time and part-time employees earn EIB from their date of hire; however, an employee is not eligible to use EIB until completion of ninety (90) calendar days of employment. Employees shall accumulate paid EIB benefits at the rate of one-half (1/2) day [four (4) hours] for each month of continuous employment, up to a maximum accumulation of five hundred twenty (520) hours. This rate of accrual shall be prorated for part-time employees. EIB benefits accrued beyond five hundred twenty (520) hours shall be converted to cash on an annual basis at the rate of fifty percent (50%) of the excess accrued. An employee who is retiring after fifteen (15) or more years of service with Island Hospital shall have the employee's EIB benefits that have accrued beyond four hundred fifty (450) hours converted to cash at the rate of fifty percent (50%) of the excess accrued.

### 13.3 Notification.

Any payment for time off due to unanticipated medical reasons (i.e., sudden sickness, injury or emergency medical treatment) shall be subject to immediate notification of absence, which shall be given by the employee to the Employer no less than two (2) hours prior to the start of the shift on the first (1st) day of absence, and shall be updated by the employee as the employee's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. In addition, where use of EIB can be planned and scheduled in advance, the employee shall notify the Employer as soon as possible. (In the case where the Employer is calling off an employee at home for low census, the Employer will give two (2) hours' notice.)

### 13.4 EIB Proof of Medical Condition.

The Employer reserves the right to require reasonable written proof of illness.

### 13.5 Use of EIB.

EIB benefits shall be paid at the employee's normal rate of pay plus shift differential and lead pay as appropriate for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth (but excluding non medical child care and breast feeding) and leave necessary for the care of a seriously ill spouse or spousal equivalent or a child under the age of eighteen (18) with a health condition requiring treatment or supervision only after sixteen (16) consecutive scheduled hours are lost from the employee's regular work schedule. In addition, an employee shall have access to PTO and EIB to care for:

- (1) An employee's child who has a health condition requiring treatment or supervision ["Child" means a biological, adopted, or foster child, a step child, a legal ward, or child of a person in loco parentis (designated by law to stand in as the parent) who is: under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability]; or
- (2) For a family member with a serious health condition and/or emergency condition who is
  - (a) A spouse or spousal equivalent; (b) Parent; (c) Parent-in-law; or (d) Grandparent of the employee.

(The Employer may require reasonable proof, including a physician's statement at the Employer's discretion.) In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for the employee, not to be mistaken for a normal five (5) day workweek schedule. For example, if an eight (8)

hour employee is scheduled to work Sunday, Monday, Tuesday, Thursday and Friday in a given week, and the employee reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the seventeenth (17th) hour of illness on the regularly scheduled Thursday. Once eighty (80) hours or ten (10) eight (8) hour days of EIB are used for a single illness, the Employer will retroactively apply the EIB to the first (1st) hour of illness and restore the utilized sixteen (16) hours to the employee's PTO accrual.

#### 13.5.1 Periodic Use of EIB Benefits.

In certain cases, employees may use EIB benefits on a periodic basis after the second (2nd) consecutive workday [or sixteenth (16th) hour] lost. Such cases would include employees returning to work part-time (transitioning back to work), employees receiving intensive, ongoing treatment, situations where an employee, spouse, spousal equivalent, or a dependent child has multiple absences for a single illness or situations in which an employee returns to work after using EIB benefits but the employee's condition worsens. The Employer reserves the right to require reasonable written proof in such cases, including a physician's statement.

### 13.6 Worker's 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 EIB/PTO pay benefits otherwise payable.

### 13.7 PTO/EIB Conversion.

In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the employee's EIB. To be eligible for this status, the illness or injury must be of the nature that it requires the attention of a doctor, the illness or injury must be confirmed in writing by the treating physician, it must have lasted more than two (2) consecutive days (or sixteen [16] consecutive hours) and the employee must have been rendered either immobile, housebound or hospitalized for each day he/she requests EIB payment. An employee requesting such a leave conversion must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head that explains the circumstances (the Employer may require reasonable written proof, including a physician's statement at the Employer's discretion).

### 13.8

Employees shall not be disciplined or downgraded on their evaluations for legitimate use of accrued sick leave. In cases of excessive absenteeism, the Employer may take appropriate action, e.g., counseling, referral, leave status and/or discipline.

# ARTICLE 14. Insurance

## 14.1 Insurance Premiums.

Insurance premiums, or portions thereof, paid by an employee shall be paid through payroll deduction. Employees are required to pay all dependent expenses as a plan requires.

## 14.2 Medical Insurance.

The Employer shall provide a group medical insurance plan for both full-time and part-time employees. The Employer has the discretion to unilaterally select the plan and carrier which it independently feels provides appropriate benefits and terms. The full-time employees covered by this Agreement shall be included under the Hospital's health insurance program, with the Employer paying the premium for the lowest cost self-coverage health insurance program that it offers (which is not a consumer driven health plan/high deductible plan). Part-time employees shall receive benefits as specified in Section 5.2.1.1 through 5.2.1.5 of this Agreement with the Employer paying one-half (1/2) of the premium for the lowest cost self-coverage health insurance program that it offers (which is not a consumer driven health plan/high deductible plan).

### 14.2.1

Annually, when the Employer is considering possible changes to its group medical insurance program, it shall meet with the Union [up to three (3) employees appointed by the Union] to discuss program options to consider.

## 14.3 Dental Insurance.

The Hospital shall provide a group dental insurance plan, the coverage of which it solely determines, for full-time and part-time employees and shall pay the premium thereof.

## 14.4 Life Insurance.

The Employer shall provide group life insurance coverage for both full-time employees and part-time employees equal to the basic life plan sponsored by the Public Employees Benefit Board (PEBB). The Employer shall pay the premium for each full-time or part-time employee.

## 14.5 Retirement Benefits Committee.

No more than once a year, an ad hoc Retirement Benefits Committee meeting shall be convened by the Employer to discuss possible changes to the pension plan and deferred

compensation program. The Retirement Benefits Committee shall be advisory only and shall be comprised of Employer representatives and two (2) employees appointed by the Union.

## 14.6 Health Tests.

Employees shall be entitled to routine blood examinations including lipid panel, CBC, CMP, and urinalysis performed annually at the Employer's hospital without cost.

# ARTICLE 15. Retirement Program

The Employer shall continue the retirement program in effect at time of Agreement execution for the life of this Agreement.

# ARTICLE 16. Leaves Of Absence

## 16.1 Requests.

Except in cases of emergency, all leaves of absence are to be requested at least thirty (30) days in advance in writing to the Department Head. Absent an emergency, a written reply to the request shall be made by the Department Head, which must be reviewed by the Administrator for possible approval, within thirty (30) days.

## 16.2 Extended Leave.

When an employee is on an authorized, extended leave of absence with pay, an employee is entitled, upon return to work on the scheduled day, to his/her prior position and shift worked, without loss of previously accrued seniority or benefits. It is understood and agreed that neither seniority nor benefits shall accrue during the leave period.

## 16.3 Leaves With Pay.

### 16.3.1 Continuing Education.

Leave with pay may be granted for technical certification requirements by the Employer for up to forty (40) hours per year at the employee's normal rate of pay (plus applicable shift differential and lead pay as appropriate). (However, it is understood and agreed that attendance at training for state required certification is not compensable time for overtime purposes under the wage and hour laws.) This shall be for the sole purpose of attending professional meetings, such as workshops, seminars, education programs and conventions which the Employer determines merit approval. If the Employer approves such training in advance, the employee shall receive appropriate registration and travel

payment. If the Employer does not approve the seminar, but the Employer determines that it may release the employee, the Employer shall grant leave with pay under this Section, so long as the employee subsequently provides proof of satisfactory completion. The employee shall not receive registration or travel payment.

#### 16.3.1.1 Professional Meeting.

The term “professional meeting” is defined to include those sessions conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the overall quality of patient care and hospital services. It cannot include, in any way, any meeting conducted for any purpose related to labor relations or collective bargaining activities. The Employer has authority to approve the professional meeting and to review all scheduling requirements. Any additional days may also be granted at the Employer’s discretion.

#### 16.3.2 Bereavement Leave.

In the case of death in the immediate family, leave with pay shall be granted for bereavement and funeral attendance purposes in accordance with the following schedule. For family members set forth below, not more than the employee’s regular rate of pay for the following number of regularly scheduled work days within a period not to exceed that number of days shall be granted:

<u>Family Member</u>	<u>Regularly Scheduled Workdays</u>	<u>Period</u>
Spouse/Spousal Equivalent	5	7
Child/Step Child/Legal Ward	5	7
Parent/Step Parent/Child’s Parent	4	7
Sister/Brother/& In-laws	4	7
Spouse’s Parent	4	7
Grandchild	4	7
Grandparent	4	7

#### 16.3.3 Jury Duty/Witness Fees.

Regular full-time and part-time employees who are called to serve on jury duty, or who are subpoenaed to serve as a witness in a trial regarding their duties as an employee, shall be compensated by the Employer for the difference between their jury duty/witness pay received and their normally-scheduled hours lost, at the straight-time hourly rate, excluding any overtime hours that could have been worked, less any mileage fees received. (Employees are encouraged to perform their civic duty of juror service.)

Employees are reminded, however, that under state law, an employee may make written request for excuse from jury duty service upon a showing of undue hardship, extreme inconvenience, public necessity, prior jury service once in the last two (2) years, or any other reason deemed sufficient by the court. If requested by the employee and in appropriate circumstances, the Employer will provide an explanatory letter to support an employee's request for excuse from jury duty service.)

## 16.4 Leaves Without Pay.

Except for FMLA leave (See, Section 16.5, FMLA Leave), a leave of absence without pay granted for a period of thirty (30) days or less entitles an employee to immediate reinstatement to the vacated position and shift, without loss of seniority or benefits accrued. During such leave the Employer shall continue the employee's existing insurance benefits. However, if the employee terminates or leave is extended, going beyond this thirty (30) day period, the employee must reimburse the Employer in full for all benefit payments of any kind. There shall be no loss of seniority but paid time off (PTO) and extended illness bank (EIB) leave shall not accrue. Also, there is no right to any holiday pay. Except for FMLA Leave (See, Section 16.5, FMLA Leave) if a leave of absence without pay is granted for a period exceeding thirty (30) days, an employee is entitled to first (1st) consideration for the first (1st) available position for which the Employer determines the employee is qualified after the employee notifies the Employer in writing that the employee is interested in the work and what position the employee is interested in or believes the employee is qualified for, and the employee contacts the Employer about vacancies. Leaves of absence without pay include:

### 16.4.1 Temporary Medical Disability.

After one (1) year of continuous employment, leave shall be granted for up to six (6) months for temporary medical disability reasons (including pregnancy-related disability and disability related to on-the-job injury) without loss of accrued benefits. Any requests for an extension to this leave will be considered by the Employer and may be granted on an individual basis pursuant to verified medical need.

### 16.4.2 Military Leave.

Military leave of up to twenty-one (21) days shall be granted in order for the employee to maintain status in the military reserve of the United States Armed Services. The employee must present a copy of the order upon which the leave request is based, as soon as possible.



### 16.4.3 Advanced Study.

The Employer may grant a leave of absence for advanced study at the undergraduate or graduate level for employees with over one (1) year of continuous service, when the Employer determines such to be of benefit to the Hospital program.

### 16.4.4 Personal Leave.

A leave for emergency or pressing personal reasons shall be granted by the Employer for a period not to exceed thirty (30) days.

### 16.4.5 Union Leaves.

- (1) Each contract year the Employer shall grant a leave of absence request, subject to appropriate advance notice scheduling request, for one (1) employee per Department [up to a maximum total of eleven (11) employees per year] designated by the Union for up to one (1) day [eight (8) hours] each of paid leave for the purposes of attending Union training on matters related to health care and/or effective labor-management relations. The Employer shall determine whether it can release the individual for scheduling reasons.
- (2) (Additionally, subject to adequate advance written request and supervisor review for possible approval, an employee may be granted a leave of absence without pay to assume a temporary position with the Union. Such a leave of absence may be granted for up to sixty (60) days, as deemed appropriate by the Employer, and provisions of this Agreement shall not apply while the employee is on leave. An employee returning from such a leave of thirty (30) days or less shall be reinstated to the employee's prior position, including FTE and scheduled shift. An employee returning from such leave greater than thirty (30) days, but sixty (60) days or less, shall be considered for the next available open position for which the employee is qualified pursuant to Section 7.6, Job Selection. Employees returning from such leave may not schedule a vacation absence from work for a period of three (3) months after return from such leave up to thirty (30) days or six (6) months after return from such leave up to sixty (60) days.

## 16.5 FMLA Leave.

As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (1250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health

benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law and/or other provisions of this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family and Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, Family and Medical Leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave when the leave is foreseeable. The family leave required by the federal Family and Medical Leave Act of 1993 shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth pursuant to RCW 49.78.

## 16.6 Absences for Personal Leave.

Each employee shall be granted three (3) days of absence per year as personal leave without pay upon request, provided such leave does not jeopardize Hospital service and is scheduled in advance per Hospital practices. (Such leave shall be in full-day increments.)

# ARTICLE 17. Communications

## 17.1 Union Announcements.

The Union will be allowed reasonable use of space designated by the Employer in each Department with bargaining unit employees, and on the Hospital's main bulletin board by the cafeteria, for the posting of official Union notices (e.g., meetings, dues notices, etc.), a copy of which must also be given by the Union to the Hospital's Director of Human Resources (or designee) at time of posting and must be initialed by a Union delegate or officer. No political notices may be posted. In addition, the Union may also post limited meeting notices for bargaining unit employees on the Employer's MEDITECH system, subject to the Employer's determination of system capabilities.

# ARTICLE 18. Cooperation Committees

## 18.1 Labor Management Relations Cooperation Committee.

The Union and the Employer recognize and jointly agree that it is in the best interests of the community, the employees, the Employer and the Union to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion and

resolution of workplace issues and concerns. To help achieve this concept, the parties agree to create a joint Labor Management Relations Cooperation (LMRC) Committee, as provided by this Article. The Committee shall work together to develop ideas to educate members regarding all programs and benefits available to members through the Hospital and to encourage utilization of Hospital benefits, including insurance.

#### 18.1.1 LMRC Committee Composition.

The LMRC Committee shall be comprised of up to four (4) Employer representatives and up to four (4) Union representatives (who must be employees). Either the Employer or Union may bring other attendees as each party deems necessary to explore appropriate issues. The LMRC Committee meetings shall be co-chaired by the Union and the Employer.

#### 18.1.2 LMRC Committee Meeting Schedule.

The LMRC Committee shall meet no more than every two (2) months, but no less than quarterly, as mutually agreed, with a reminder notice to be issued by the Employer's Human Resources Director to the Union two (2) weeks prior to each session. The Committee shall operate under guidance of co-chairs, one (1) to be selected by the Employer and one (1) by the Union. The co chairs shall prepare a common written agenda for each meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue by mutual agreement. The co-chairs shall make a good faith effort to discuss, two (2) weeks prior to a LMRC meeting, any potential agenda items and to circulate a draft agenda to their respective committee members.

##### 18.1.2.1 Sub-Committee on Training.

The LMRC Committee shall have internal trainings and skill development as a standing agenda item on all LMRC Committee agendas. A sub-committee of LMRC members shall meet as needed on training items presented at the LMRC, and either party may request a sub-committee meeting be convened on internal or external trainings and skill development.

#### 18.1.3 LMRC Committee Function.

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

# ARTICLE 19. Seniority

## 19.1 Seniority Definitions.

### 19.1.1 Departmental Seniority.

Computed by an employee's continuous length of service within a Department.

### 19.1.2 Hospital Seniority.

An employee's continuous length of service with the Employer from the most recent date of hire.

## 19.2 Hospital Seniority Accrual/Application.

Hospital seniority shall apply to accrual of paid time off (PTO) leave, extended illness bank (EIB) leave, and all other activities as specified in this Agreement.

## 19.3 Seniority Usage.

In accordance with the provisions of this Agreement, seniority shall be used for paid time off (PTO) leave scheduling, shift assignments, and position openings by using departmental seniority first, and then, if there is a tie, using hospital seniority (i.e., person with greatest seniority gets preference). If such seniority is equal, then the Employer shall decide the outcome.

### 19.3.1 Seniority and Layoffs.

Section 7.8 establishes how layoffs will apply seniority under this Agreement.

## 19.4 Seniority Breaks.

Seniority shall be broken by discharge, voluntary termination, or termination of employment in excess of twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the employee shall, on possible reemployment, be considered a new employee.

## 19.5 Low Census.

Low census days will be assigned on a rotated basis among all employees within a department by classification. Volunteering employees will be considered first. If there are not enough volunteers among employees the Employer determines it may release based on its assessment

of necessary qualifications, then the low census status shall be assigned on a rotated basis. Before placing an employee on such assigned low census, the Employer will determine whether it has sufficient necessary special project work, which it concludes the employee is qualified and able to perform effectively. Rotation shall begin with the least senior and progress to the most senior employee if the Employer determines that qualifications are basically equal. After an employee is given a low census day, the employee shall be placed on the bottom of the list.

## ARTICLE 20. Grievance Procedure

### 20.1 Grievance.

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

### 20.2 Grievant.

Either an employee(s) or the Union may grieve under this Agreement. While the employee grievances are to be processed through all steps of the procedure, the Union may file a grievance at the appropriate step of the grievance procedure with whom the alleged violation occurred.

### 20.3 Grievance Procedure.

It is the desire of the parties that grievances should be settled informally whenever possible, and this should normally occur at the first level of supervision. Grievances shall be processed by employees and the Union, as follows:

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

If an employee has a grievance, the employee shall first present the grievance in writing (See, App. B) to the Department Director (or designee) within fourteen (14) calendar days from the date the employee became aware (or reasonably should have become aware) that the grievance existed. The Department Director (or designee) and Hospital Human Resources Staff shall have fourteen (14) calendar days to meet and seek to resolve the matter with the employee (and a Union Delegate, if requested by the employee). After such Step I meeting the

Department Director (or designee) shall have fourteen (14) calendar days to issue a written Step I reply.

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

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

### 20.3.3 Step III: Employee - Administrator.

If the matter is not resolved in Step II to the employee's satisfaction, the grievance may be referred in writing to the Administrator (or designee) by the grievant (and a Union representative) within fourteen (14) calendar days after the Step II written reply. A conference between the employee and the Administrator (or designee), and others as desired by either party (i.e., Union Delegate, Union Representative, Hospital Human Resources Staff, and/or other Hospital Management) shall be held within fourteen (14) calendar days of receipt of the Step III grievance. After such Step III meeting, the Administrator (or designee) shall have fourteen (14) calendar days to issue a written Step III reply.

### 20.3.4 Step IV: Arbitration.

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

## ARTICLE 21. Arbitration

### 21.1 Arbitrator Selection.

If the Union refers a matter to arbitration, the Employer and Union shall discuss the situation and attempt to agree on an Arbitrator. If within fourteen (14) calendar days they are unable to

mutually select an Arbitrator, then either party may request a list from the Federal Mediation & Conciliation Service (FMCS) for seven (7) Arbitrators who hear cases in Washington State and who reside in Oregon or Washington. On receipt of a list from FMCS, and, after the parties have reviewed the various Arbitrators, the parties shall toss a coin to determine first "strike" of an Arbitrator, and rotate thereafter. The person whose name remains at the end of the striking process shall be the Arbitrator.

## 21.2 Arbitrator Authority.

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

## 21.3 Arbitration Expenses.

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

# ARTICLE 22. Staffing for Quality Care

## 22.1 Staffing for Quality Care.

The Employer recognizes the importance of adequate staffing to the provision of quality patient care. Staffing levels shall be determined by management for each department or work area and shall be based on patient care needs as determined by management. Employees who have ongoing staffing concerns should address these concerns directly with their supervisor or manager in the moment. Continuous or potential staffing concerns discussed with the supervisor or manager that have not been acknowledged and addressed may be brought to the Department Director. At any time after the Department Director's review, the employee or group of employees may request the appropriate Administrator to examine the issue, who will meet or respond within two (2) weeks. The decision of the Administrator shall be final and not subject to the grievance procedure. Staffing may also be a regular agenda item for the Labor-Management Committee.

## ARTICLE 23. General Provisions

### 23.1 Separability.

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 governmental rules and regulations. Should any provision or provisions be or become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such actions shall not invalidate the entire Agreement. Any provision 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, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

### 23.2 Supersession/Cancellation.

Any and all agreements, either written or 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.

## ARTICLE 24. Complete Agreement

### 24.1 Bargaining Experience.

The parties hereto have had an opportunity to raise and discuss any and all bargaining subjects leading to the adoption of this Agreement.

### 24.2 Amendments to the Contract.

The parties agree that this Agreement may be amended by the mutual consent of both of the parties in writing at any time during its term.

## ARTICLE 25. Duration

### 25.1

This Agreement is effective on November 1, 2016. It shall remain in full force and effect until and including February 28, 2019. Should either party desire to amend the terms of this



Agreement, said party shall serve the other with written notice ninety (90) calendar days prior to the termination date of the Agreement, with its intent to negotiate a new agreement. Such notice of negotiations shall include the desired changes in writing, but shall not preclude additional proposed changes subsequent to this notice. Unless mutually agreed otherwise, bargaining shall commence within thirty (30) calendar days following the date of timely notice.

## APPENDIX A - Wage scales

[Click here to see Wage Scales](#)

## APPENDIX B – Grievance Form

[Click here to see Grievance Form](#)

# APPENDIX C - SPECIAL CERTIFICATION PREMIUM PAY

The following special certifications have been approved by the Hospital for the special certification premium for Section 8.9, Special Certification Premium:

<u>Position Title</u>	<u>Approved Certification</u>
Laboratory Assistant	(PBT) ASCP
Phlebotomist	(PBT) ASCP
Surgical Tech	NBSTSA
Central Service Tech	CRCST

# MEMORANDUM OF UNDERSTANDING

## Home Health

All terms and conditions of the current Collective Bargaining Agreement remain in effect. Because of the unique nature of home health work the following new terms and conditions are added to the Collective Bargaining Agreement, to be effective immediately upon signature of the parties.

1. **TRAVEL PAY:** Employees will be paid their regular hourly rate of pay while traveling between assigned work locations. While driving their own vehicles between assigned work locations employees will be paid mileage at the rate which the IRS allows. Employees who use public transportation between assigned work locations will be reimbursed for the fare. If an employee's car is unavailable because of an accident occurring during worked hours, the Employer shall either make available a hospital vehicle or will contribute up to fifty percent (50%) of the cost of a rental vehicle for a period of one (1) week provided the employee does not have private insurance coverage with a loaner car benefit.
2. **REPORT PAY:** If an employee arrives at an assigned client home at the scheduled time and the client is not home, is otherwise unavailable for service or refuses service, the employee will call the office for instructions. If no other assignment is available then the employee will be paid for two (2) hours, including waiting time, if any, and travel time. Travel mileage will be paid as if the work assignment had been performed as scheduled. All report pay hours will count as hours worked for overtime, years of service steps, seniority and benefit calculation.
3. **AUTHORIZED HOURS:** The Employer will provide all regular employees with a written assignment of clients and any changes of assigned hours. Assignments made to an on-call employee can be made by phone.
4. **EQUIPMENT AND SUPPLIES:** The employer will provide all equipment and supplies necessary for client visits. The employee may provide stethoscopes and scissors if they choose.
5. **WEEKENDS:** Employees will be informed before hire if weekend work is expected by the Employer. Employees may be hired specifically for weekend work (in addition to weekday assignments). In the instance of employees hired specifically for weekends, no

weekend premium (time and one-half (1-1/2)) will be paid for work on consecutive weekends.

6. **TELEPHONE WORK:** On their off time, an employee occasionally may be required to receive calls from their supervisor relating to clients. Except for routine schedule changes, an employee will be paid at their hourly rate of pay in fifteen (15) minute increments, unless the employee is in an overtime situation, then the rate will be time and one-half (1-1/2) times the hourly rate of pay.
7. **FULL TIME EQUIVALENT:** Each regular employee will be assigned an FTE.
8. **EVALUATION:** Before each skills evaluation, a copy of procedures will be provided to each employee. Should an employee fail the skills test, a remedial plan will be developed jointly between the employee and supervisor.

# MEMORANDUM OF UNDERSTANDING

## Compensation Options

1. Should the Employer elect under Section 11.6, Compensation Options, to grant across the board wage scale increases to a group of employees under the Agreement, the Employer shall give advance notice to the Union, and shall discuss (not negotiate) the timing and reasons for the increases.

# MEMORANDUM OF UNDERSTANDING

## Timecards/Payroll Responsibilities

1. The Hospital and the Union understand that the employee has a responsibility to submit a correct and timely accounting of their time worked via the Timekeeper System. It is the intent of the Hospital to review and pay employees according to these time records in a timely fashion.
2. When errors or discrepancies are discovered by the employee, the employee will notify their manager or supervisor promptly. The manager or supervisor will then review this with the employee, and if it is determined a correction is needed, it will be submitted in a timely manner to the payroll office. Following receipt by payroll, checks will be issued for these corrections on the Wednesday following regular payroll as long as:
  - a. The employee has approved their timecard for the pay period at issue; or
  - b. The employee has submitted the appropriate information on the edit sheet for a correction to their timecard prior to the pay period cut off and it was not entered.
3. When errors or discrepancies are discovered by the Hospital, the employee will be notified by the appropriate departmental personnel. The employee will review this with the appropriate personnel in a timely manner. Corrections will be processed on the next regular payroll.



# MEMORANDUM OF UNDERSTANDING

## Voluntary Political Action Fund Deduction

1. During the term of the Collective Bargaining Agreement between Island Hospital (the "Employer") and SEIU Healthcare 1199NW (the "Union"), the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (SEIU - COPE Program), if six (6) bargaining unit employees participate. When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least Two Dollars (\$2.00) per pay period. The amount deducted and a roster of all employees using a 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.
2. The Union and the employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
3. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE deductions, and the Employer and the Union agree that one quarter of one percent (.25%) of all amounts deducted is a reasonable amount to cover the Employer's related administrative costs. Accordingly, the parties agree that the Hospital will retain one quarter of one percent (.25%) of all amounts deducted pursuant to the COPE deduction program to reimburse the Employer for its reasonable administrative costs.

# MEMORANDUM OF UNDERSTANDING

## Donated PTO for Negotiations

This Memorandum of Understanding (“MOU”) is by and between Island Hospital (the “Hospital”) and the Service Employees International Union (SEIU), Healthcare 1199NW (the “Union”). It documents the understanding between the Hospital and Union related to Service/Support unit employee donated paid time off hours for negotiations time for the Union’s Bargaining Committee for a new Collective Bargaining Agreement (“CBA”), as follows:

1. Individual employees in the Hospital’s Service/Support bargaining unit at the Hospital may voluntarily choose to donate accrued, but unused, Paid Time Off (“PTO”) to a Union Negotiations PTO Bank (“PTO Bank”) for use by the Union’s Bargaining Committee during CBA negotiations begun in 2016 2013, as provided for in this MOU. [Extended Illness Benefit (EIB) hours may not be donated.]
2. Any such Employee who wishes to donate such PTO may do so by completing and submitting the Union’s Paid Time Off (PTO) Donation Form (“PTO Donation Form”) to the Hospital’s Human Resources Department. PTO donations are to be made in whole hour increments, and the minimum donation is one (1) hour.
3. An employee who wishes to donate such PTO need not have a minimum PTO accrued hours balance to donate, but must at that time have sufficient accrued, but unused, PTO hours to cover the number of hours that the employee wishes to donate and if so, deduct from such employee’s available accrued, but unused, PTO hours balance at that time the amount of PTO leave hours individually donated. If the Hospital determines there are not sufficient hours, the PTO Donation Form will be returned to the employee with an explanation.
4. The Hospital’s Human Resources Department shall take the total hours of PTO from each submitted PTO Donation Form and multiply the number of hours for each such employee by that employee’s individual pay rate (basic wage rate, per Hospital PTO donation policy). These separate subtotals shall be added together for all such donating employees in a dollar amount, and this grand total shall be known as the “PTO Negotiations Bank” for use by the Union’s Bargaining Committee. The Hospital shall submit to the Union’s Chief Negotiator two (2) business days prior to a bargaining session the total amount in the PTO Negotiations Bank available at that time.

5. A summary list shall be maintained by the Island Hospital Human Resources Department and shall be available to the Union Bargaining Committee for review.
6. Within two (2) business days following the end of the most recent negotiations session, the Union Chief Negotiator may submit to the Hospital Human Resources Department a list of designated Union Bargaining Committee members and individual dollar amounts each is to be paid from the available PTO Negotiations Bank. The Hospital shall then take steps to have such individual dollar amounts added to employee gross pay for standard payroll processing on the next regularly scheduled paycheck.
7. Once the Hospital and the Union agree on a new CBA and after it is ratified, the following steps shall be taken:
  - a. If there are any unused funds remaining in the PTO Negotiation Bank, this total amount shall be the "PTO Total Dollar Amount".
  - b. The Hospital will then send an email to the Union's Chief Negotiator to inform the Union of the PTO Total Dollar Amount.
  - c. The Union's Chief Negotiator shall then identify the amount each Union Bargaining Committee member should receive from the PTO Total Dollar Amount and shall submit such a list with individual dollar amounts to the Hospital Human Resources Department. The Hospital shall then take steps to have such individual dollar amounts added to employee gross pay for standard payroll processing on the next regularly scheduled paycheck. (The Union hereby agrees to indemnify and hold the Hospital, its officers, employees and agents, harmless from any and all claims, demands, suits or other forms of liability that shall arise against the Hospital for or on account of this PTO Donation process.)

# MEMORANDUM OF UNDERSTANDING

## Tuition Assistance Option

1. An employee who requests tuition assistance under the Hospital policy for college credit, or approved correspondence programs or other approved classes related to health care certifications, may request advance payment of tuition and administrative fees directly to the teaching institution by the Hospital, rather than seek reimbursement for personal payment by the employee. All provisions of the Hospital policy on tuition assistance will continue to apply. After the Hospital approves the request, it shall pay the tuition and administrative fees in advance directly to the teaching institution.
2. In addition, if the employee does not obtain a passing grade in the course the employee must reimburse the Hospital for tuition and fees paid by the Hospital either by lump sum payment or gradual deduction from pay [the time period mutually agreed to, not to exceed six (6) months]. The employee must submit to the Hospital an official transcript from the institution within one (1) month of scheduled completion of the course or automatic payroll deduction will commence. (A payroll deduction form signed by the employee for such possible use shall be required when the employee requests such tuition assistance in advance.)

# MEMORANDUM OF UNDERSTANDING

## Successor - Hold Harmless

Regarding Section 7.134, Successor, of the Collective Bargaining Agreement, the Union will not seek a remedy from Island Hospital (or Skagit County Public Hospital District No. 2) in the event a successor employer breaches Section 7.134. The Union will only seek remedies of such a breach against the successor employer.

# MEMORANDUM OF UNDERSTANDING

## EVS SCHEDULING

Management and employees recognize the importance of proper cross-training for Environmental Services (EVS) staff to ensure the best outcomes for our patients and to support staff growth and development. To promote these outcomes, beginning October 1, 2016 there will be a sub-committee of the Labor-Management Committee [three (3) representatives designated by the Hospital and three (3) bargaining unit representatives designated by the Union] to meet quarterly on the subjects of scheduling (including weekend scheduling), job postings and job assignments for EVS staff. The sub-committee meetings shall be no longer than two (2) hours in duration and will provide an opportunity for employees and management to realize improved communication on these important topics in Environmental Services. This sub-committee shall make a report to the parties' Labor-Management Committee quarterly. During the duration of this contract, if it is determined by the sub-committee membership that the topics addressed by the sub-committee no longer warrant a separate committee meeting, the sub-committee can elect to discontinue the meetings.

# MEMORANDUM OF UNDERSTANDING

## Innovative Work Schedule Agreement--OR Techs--10-Hour Shifts

This constitutes an innovative work schedule as outlined in Article 8.8 of the Collective Bargaining Agreement by and between Island Hospital and SEIU Healthcare 1199NW covering OR Techs. If either party desires to alter or revoke this agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change:

1. **Work Day.** A normal work day shall consist of ten (10) hours of work to be completed within ten and one-half (1 ½) consecutive hours with a thirty (30) minute unpaid meal period.
2. **Overtime.** Overtime will be paid when the employee works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one-half (1 ½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate.
3. **Rest Period Between Shifts.** Except in emergencies or by mutual agreement, an employee shall have an unbroken rest period of ten (10) hours between shifts. This Section does not apply to those employees who are on standby.
4. **Rest and Meal Period.** Two (2) fifteen (15) minute paid rest periods will be provided during each shift. One unpaid meal period will be provided during each shift.
5. **Shift Differential.** The applicable shift differential shall be paid for all hours worked between 1530-2300 and 2300-0700. Shift differential will be calculated on actual hours worked during the applicable times each shift.
6. **Call Back.** When called back to work from scheduled standby time, the provisions of Article 10.2 shall apply.
7. **Holiday Worked.** If the employee is scheduled to work on a designated holiday and works on the holiday, the full ten (10) hour shift will be paid at one and one-half (1 ½) times the normal rate.
8. **Holiday Scheduled but Not Worked.** If the employee is normally scheduled to work on a designated holiday but does not work on the holiday, he/she shall receive ten (10) hours

of normal pay for a day off during the same pay period from their Paid Time Off (PTO) bank.

9. Payment of Education Days, PTO, EIB. Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in ten (10) hour increments.



# MEMORANDUM OF UNDERSTANDING

## Work-at-Home Coding Specialist Opportunities

This Memorandum of Understanding (“MOU”) is by and between Island Hospital (the “Hospital”) and the Service Employees International Union (SEIU), Healthcare 1199NW (the “Union”). The MOU documents the understanding that, based on the organizational need for coding services, the Hospital may create work-at-home job assignments for Coding Specialists.

The work-at-home job assignments will be made available to Coding Specialists on a case-by-case basis and will be assigned based on the determination of the Department Manager. The work-at-home assignment is a cooperative arrangement between the department and employee and is designated as such based upon the needs of the job, skills, abilities and productivity of the affected employee(s), work group and department. Employees selected for these assignments will have demonstrated exceptional performance including meeting standard productivity targets as determined by the department manager. An employee who is selected for a work-at-home Coding Specialist position, will sign a Work at-Home Agreement which includes the terms and conditions of the assignment, delineating the employer’s expectations and employee’s responsibilities regarding equipment, work location in the home, confidentiality, productivity and work hours. The employee’s work status, job duties and compensation will remain the same. The implementation and/or continuation of any work at-home job assignment is at the discretion of the manager.

# MEMORANDUM OF UNDERSTANDING

## Weekend Waiver

Any agreement signed prior to the ratification of the 2016-2019 Collective Bargaining Agreement (“the Agreement”) waiving Article 8.7 will be null and void upon the effective date of the Agreement, and any waiver will need to be signed anew and shall be effective for a specific named weekend. The union agrees to the “Voluntary Waiver—8.7 Weekend Requirements” form presented during negotiations for the Agreement.

# MEMORANDUM OF UNDERSTANDING

## Admission Specialist Career Ladder

This Memorandum of Understanding (“MOU”) is by and between Island Hospital (the “Hospital”) and the Service Employees International Union (SEIU), Healthcare 1199NW (the “Union”). The MOU documents the progression available to employees classified under the Admission Specialist job titles.

### **Admission Specialist I (in good standing)**

- Meets all expectations as documented in the annual Employee Performance Review
- Completes HBI assigned courses, system specific courses, and/or other advanced training/industry specific education as directed by the Supervisor, Patient Access.
- Maintains Registration accuracy with RQI (Registration Quality Improvement) error rate under 5%.

**Admission Specialist II** (Admission Specialist I base rate plus \$.25) Minimum 2 yrs experience as an Admission Specialist I.

- Meets all performance expectations as documented in the annual Employee Performance Review.
- Must not have any documented disciplinary actions within past 12 months.
- Completes HBI’s CPAT (Certified Patient Access Technician) course with a minimum score of 80%.
- Maintains Registration accuracy with RQI error rate under 5%.
- Completes the Policy Tech Writer course.
- assists in training new employees within Patient Access.

**Admission Specialist III** (Admission Specialist I base rate plus \$.50) Five years’ experience as an Admissions Specialist with a minimum of 1 year at Island Hospital.

- Meets all performance expectations as documented in the annual Employee Performance Review.
- Must not have any documented disciplinary actions within past 12 months.
- Maintains HBI’s CPAT (Cert Patient Access Technician) certification.
- Completes NAHAM’s CHAA (Certified Healthcare Access Associate) certification.
- Maintains Registration accuracy with RQI error rate under 5%
- Completes the Policy Tech Proxy Writer course
- Assists in the training of new employees within Patient Access.
- Advanced job knowledge required that is sufficient to perform quality checks and auditing independently; auditing to be performed monthly with education provided to end users; audit findings provided to management monthly.
- Must assist Management with designated specialty projects.
- Participates in the interviewing process of potential new employees.

# MEMORANDUM OF UNDERSTANDING

## Settlement/Ratification Bonus

Island Hospital agrees to payment of a one-time lump sum ratification and settlement bonus to bargaining unit employees as part of its "Tentative Agreement Settlement Package Offer" ("settlement") on October 4, 2016, subject to the following specific terms:

1. The Union and its Bargaining Committee members will recommend for ratification the settlement reached on October 4, 2016.
2. The settlement must be ratified by October 24, 2016, and is further contingent on subsequent review and approval by the Hospital's Board of Commissioners ("Board").
3. If timely ratified, and subsequently approved by the Hospital Board, the Hospital shall pay on December 9, 2016, each full-time and part-time bargaining unit employee, as of the date of ratification, the following one-time lump sum ratification and settlement bonus, less lawful withholding, pursuant to an employee's assigned full-time equivalent (FTE) status on the date of payment under the following schedule:

0.60 FTE (or above) Employee shall receive a total of \$400.00, less lawful withholding, as the lump sum bonus

Under 0.60 FTE Employee shall receive a total of \$250.00, less lawful withholding, as the lump sum bonus