COLLECTIVE BARGAINING AGREEMENT

By and Between

Trios Health

And

SEIU Healthcare 1199NW

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PREAMBLE

This Agreement is made and entered into between Trios Health (the “hospital”) and the Service Employees International Union, SEIU Healthcare 1199NW (the “Union”)

Article 1 – PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing improved patient care by establishing equitable employment conditions and an orderly system of employer-employee relations that shall facilitate joint discussions and cooperative solutions to mutual problems by Hospital management and representatives of the Union.

Article 2 – RECOGNITION

The Hospital recognizes the Union as the representative for all Licensed Practical Nurses and Operating Room Technicians, excluding supervisors and all other employees, in accordance with the Department of Labor and Industries, Certification Case No. S.K. 1778, dated October 15, 1975, for the purpose of discussions and agreement with respect to rates of pay, hours of work and working conditions. This agreement includes LPNs employed at TMG Urgent Care-Columbia Center.

Article 3 – DEFINITIONS

3.1 Regularly Scheduled Full-Time Employee.

An employee regularly scheduled for at least 40 hours per week or 80 hours per 14-day pay period; or based on a 12-hour shift work schedule, to work at least 72 hours per pay period utilizing scheduled 12-hour shifts, will be considered Full-time. Such an employee shares all benefits in this Agreement.

3.2 Part-Time Employee.

An employee who is regularly scheduled to work a minimum of 40 hours per 14-day period. This position is eligible for benefits as defined in Articles 10 through 15 on a pro rata basis. Any regularly scheduled full-time employee whose status changes to part-time shall receive pro rata benefits.

3.3 Per Diem Employees.

A non-regularly scheduled employee who works as needed. A Per Diem employee shall receive salary as specified in Article 8 in lieu of the benefits specified in Articles 10 through 15, provided that Per Diem employees will be paid time and one half for work on holidays as provided in Article 10.8.

3.3.1 Per Diem Reclassified.
A Per Diem employee reclassified to a regularly scheduled full-time or part-time status shall be given credit for all previous hours worked for benefit accrual purposes and determining salary increment levels. Any regularly scheduled full-time or part-time employee changing to Per Diem status for no more than six months shall have all unused accrued benefits accrued to the date of such change to Per Diem status banked until he or she is reassigned to a regularly scheduled full-time or regularly scheduled part-time status.

3.3.2 Per Diem Work Requirements.
Per Diem employees when called shall work at least four shifts per month and be willing to work two shifts of the three scheduled shifts per 24-hour period, be available to work at least on weekend per month and generally to be available to float between two or more units. Per Diem employees will work (if needed) two holidays per year, one of which will be Thanksgiving, Christmas, or New Year's. A Per Diem employee who does not comply with these requirements shall be dismissed from employment.

3.4 Probationary Period.

The first 90 days shall be a probationary period. The Hospital shall evaluate a probationary employee prior to the end of the 90-day period. Should the Hospital determine that an employee's performance warrants, the probationary period may be extended, in writing that includes the reason for extension, for an additional 90 calendar days. Upon completion of the probationary period, the employee shall be considered a regularly scheduled employee or a Per Diem employee unless specifically advised otherwise by the Hospital. The Hospital retains the right to terminate a probationary employee without notice or pay in lieu of notice. Probationary employees are not required to give two weeks' notice of intention to terminate. Probationary employees who are terminated during the probationary period shall not have recourse to the grievance procedure.

3.5 Years of Service.

A year of service for the purposes of Paid Time Off (PTO) accumulation as referred to in Article 10.3 (Paid Time Off) means 2,080 compensated hours but not less than 12 consecutive months. A year of service for the purpose of advancement on the salary schedule shall be upon

completion of 1,664 compensated hours for full-time employees and part-time employees, but not sooner than 12 consecutive months since the previous increase.

3.6 Compensated Hours.

“Compensated Hours” are hours worked by an employee that is paid at the regular rate of pay or at overtime, including hours taken as low-census hours off (for benefits and seniority only). It also includes time not worked that is paid at regular pay, including PTO, Extended-Illness Time (EIT), and paid leave of absence as specified in Articles 10 and 11. Compensated hours do not include standby hours or hours on unpaid leave.

3.7 Regular Rate of Pay.

Regular rate of pay shall be the straight-time hourly rate of pay plus applicable shift differential and certification pay.

3.8 Seniority.

Seniority shall mean a regularly scheduled employee's continuous length of service, based on hours compensated (excluding standby pay), with the Hospital from most recent date of hire. Seniority shall not apply to an employee until he or she has completed the probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire. A change in position or classification will not alter an employee's seniority for purposes of accrual of benefits and eligibility for service increments. Seniority shall be broken by any of the following:

a. Resignation;
b. Discharge;
c. Retirement;
d. Layoff of more than 12 months;

Failure to return in accordance with a leave of absence or recall from reduction in force; or Illness or injury of more than two (2) year's duration.

3.9 Preceptor.

A preceptor is a regular full-time or part-time employee who volunteers to be a preceptor and who is selected by the department director to participate in the planning and implementation of new skill development for employees. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills, positive interpersonal relationships, and must be able to teach these skills in a close one-to-one relationship with employees. To qualify as a preceptor, an employee must have completed the preceptor skills class. Preceptors are assigned by their department director to a designated employee on a consistent basis. Employees who are precepting will have those additional responsibilities considered in their work assignments and, if possible, will be consulted before the employee being precepted completes the probationary period. Subject to the Employer’s prior approval, preceptor pay will be paid to those who provide relief to the preceptor for a shift of eight or more hour’s duration.

Preceptor assignments may be made for the orientation of experienced employees at the discretion of the department director.

Article 4 – NONDISCRIMINATION

The Hospital and the Union shall not discriminate on account of an employee's race, creed, color, age, sex, national origin, marital status, or sensory or physical handicap, provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived. Sexual harassment shall be considered discrimination under this Article. For purposes of making a claim under this Article, there shall be an election of remedies, i.e., employees shall have the option of either grieving under the applicable article of the Collective Bargaining Agreement or pursuing their claims through a state or federal agency, but not both. Words denoting gender in any job classification or provision of this Agreement apply equally to either gender.

Article 5 – MEMBERSHIP AND DUES DEDUCTION

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

Article 6 – HOURS OF WORK AND OVERTIME

6.1 Workday.

For those employees scheduled on a 8/80 work schedule, a normal workday shall consist of eight hours' work to be completed within eight and one-half consecutive hours with a minimum 30‑minute meal period on the employee's own time if the employee is relieved during this period. For those employees scheduled on a 40-hour work schedule, a normal workday shall consist of ten or twelve hours work to be completed within ten and one-half or twelve and one-half consecutive hours with a 30-minute unpaid meal period (for employees working in the operating room, 8-, 10-, or 12-hour shifts shall be a normal workday with a minimum 30-minute meal period on the employee's own time if the employee is relieved during this period). If the employee is not relieved of duties and is unable to leave the unit, the meal period shall be paid for by the Hospital in accordance with Article 6.3.

The Hospital, with written agreement of the employee involved and concurrence of the LUC, may establish innovative work schedules (daily and weekly) with written notification by the Hospital to the Union prior to implementation.

A newly hired employee hired into or an existing employee transferred to a department with no other bargaining unit employees working shall work the shift currently in use in that area.
If the Hospital desires to change the work schedule on any given unit, the Hospital will present the proposed change to the bargaining unit employees in that work unit. The Hospital will present its rationale and justification for the desired change and the bargaining unit employees in the affected work unit will have an opportunity to vote on the Hospital's proposal. Upon a majority vote in favor of the proposed change, the Hospital will convert with a 30-day notice to the Union.

6.2 Work Period.

The normal workweek period shall consist of 80 hours within a 14-day period. The workday and work period specified in Articles 6.1 do not constitute guaranteed hours of work

6.3 Overtime.

Any time worked beyond the regularly established shift in one day, or beyond 80 hours in the normal work period for 8/80 schedules or 40 hours in the work week for 40-hour schedules shall be paid at the rate of time and one-half the regular rate of pay. All time worked over 12 consecutive hours beyond a regularly scheduled 8 or 10-hour shift will be paid at double the employee's regular rate of pay. All time worked over 13 consecutive hours beyond a regularly scheduled 12-hour shift will be paid at double the employee's regular rate of pay.

6.4 Computation of Overtime.

If an employee works 10 or more minutes over their 8, 10, or 12 hour shift, the employee will be paid time and one-half. Overtime pay shall be calculated to the nearest quarter-hour. When employees work two consecutive shifts, they shall be paid for the number of hours worked with overtime premium pay to apply as set forth in Article 6.3. Time paid but not worked (vacation, holiday, sick leave, voluntary educational leave, etc.) shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime. Overtime must be authorized by the department manager

6.5 Rest Periods.

Rest periods of 15 minutes for each four-hour work period shall be provided. A period of a minimum of 30 minutes within each shift shall be provided for a meal period, and during this meal period, the employee shall be free to leave the premises. Employees must notify the Manager/Patient Care Coordinator of their intention to leave the premises and immediately upon returning. The Hospital shall also provide restrooms, lockers, and attendant facilities. The Hospital shall provide adequate facilities for meal breaks.

6.6 Work Schedules.

The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. The Hospital shall determine and post monthly work schedules by the 20th day of the month for the following month. After posting, it will be the employee's responsibility to find a substitute if the employee is unable to cover an assigned shift, except when absence is due to an emergency. Any substitute must be acceptable to the manager in terms of qualifications and budgetary impact on the Hospital. Requests by employees for particular days off (including vacation or holiday leave) must be submitted to the manager by the 15th day of the preceding month or, when practicable, by the 10th day of the preceding month. Posted schedules may be amended at any time by mutual agreement between the Hospital and the affected employee.

6.7 Weekends.

The Hospital will make a good faith effort to schedule all full-time and part-time employees to have every other weekend off. Except in emergency situations, the Hospital shall schedule employees so that they have at least every other weekend off. If a full-time or part-time employee is required to work two successive weekends, all time worked on the weekend that otherwise would be scheduled off shall be paid at the rate of one and one-half times the employee's regular rate of pay. This provision shall not apply to part-time employees or full-time employees who voluntarily agree to more frequent duty nor to employees who trade weekends with other employees for their own convenience or education time. Weekend hours are all hours between 11:30 p.m. Friday and 12 midnight Sunday.

6.7.1
Any employee (full-time, part-time or Per Diem) who works during weekend hours shall be paid an hourly premium of $3.25 in addition to straight time and overtime pay required by this Agreement.

6.8 Additional Hours.

Assuming skill and competency are not an issue, the Employer will first offer additional scheduled hours to qualified regular employees within the classification and department who have involuntarily lost hours in the current pay period and notified their supervisor in writing they would like extra hours and then to those regular employees, by seniority, who have submitted a written request to their supervisor for additional hours within the current pay period. Subject to scheduling requirements and the qualifications required of the task to be performed, regular employees who notify their supervisor in writing (as specified above) that they want extra hours within their classification and department shall be given an opportunity to work extra available hours and/or shifts prior to calling in per diem employees. Additional hours will only be assigned if the employee is able to work the hours on a straight time basis without incurring overtime.

Article 7 – EMPLOYMENT PRACTICES

7.1 Reinstatement of Benefits.

For purposes of accrual of benefits, employees who terminate in good standing after one year of continuous employment and are re-employed within six months of the date of termination shall be entitled to the previous benefit accrual level and to placement at the same step in the salary schedule that the employee had achieved at the time of termination.

7.2 Discipline.

Any employee who has completed her or his probationary period may be discharged, suspended, or subject to any other disciplinary action only for just cause. Both parties agree that every reasonable attempt should be made to counsel employees prior to any disciplinary action. The Hospital will apply the principle of progressive discipline consisting of an oral warning, written warning, final notice/suspension, and discharge. The disciplinary action to be taken depends on the seriousness of the employee's misconduct. The Hospital may proceed directly to discharge without administering progressive discipline, depending on the severity of the misconduct/offense. Copies of documentation of disciplinary action will be provided to the employee on request at the time formal disciplinary action is taken or shortly thereafter. The employee shall be asked to sign the corrective action form to indicate that she or he has seen and comprehends the nature of the disciplinary action. The employee may request representation in an investigatory meeting if disciplinary action may result or if disciplinary action is taken by the Hospital. The employee may have access to the grievance procedure as provided herein.

7.3 Notice of Termination.

Regularly scheduled employees shall be entitled to at least three weeks' written notice of termination or pay in lieu thereof plus any accrued vacation. The employee shall give three weeks' notice of intention to terminate. This Article shall not apply to an employee who is discharged for cause. PTO upon termination will be paid in accordance with Article 10.5.

7.4 Personnel Files.

Employees shall have access to their personnel files. A file may be reviewed by an employee with a representative of the Human Resources Department in attendance. If an employee does not agree with the contents in the personnel file, she or he may submit a written rebuttal or correction, which will be placed in the file.

7.5. Low Census Definition and Procedure.

Low census means a temporary reduction of work hours to accommodate a decrease in employee hours per determined statistic. The Employer will rotate low-census hours. If low census occurs, volunteers from the bargaining unit will be asked to take off low-census hours before employees are required to take off for low census. If not enough volunteers are available, the Employer, in accordance with Sections 7.5.3, 7.5.4, 7.5.5, will designate the staff to take low-census hours off.

Involuntary low census means an Employer-initiated request. If an employee refuses to work in any unit in which he or she has experience or competency, it will be counted as voluntary low census unless the employee is placed on standby. Voluntary low census is also designated as an employee initiated request.

Any employee may voluntarily take low census at any time when low census is required by the Employer, subject to the provisions set forth below. Voluntary low census will not be counted toward the total low census hours. An employee choosing to take voluntary low census after 156 hours will receive no additional compensation by the employer except for the opportunity to use accrued PTO if the employee so chooses.

The employer shall maintain and shall make available records in the Staffing Office regarding the following:

a. dates and hours of involuntary low census,
b. dates and hours of voluntary low census,
c. dates, hours and departments where floated.

7.5.1 Special Provisions for Low Census.
An employee's request for voluntary low census is subject to the Employer's determination as to its needs relating to patient care based on the employee's skills and abilities. If a regular employee requests voluntary low census, this request will be honored before section 7.7.4 is invoked. Employees working in the department of Surgical Services may be required to take more than 156 involuntary low-census hours, and therefore involuntary low-census hours will be calculated as follows: Any callback hours will be added to their regular worked hours prior to any compilation of involuntary low-census hours.

Regular hours and callback hours constitute the number of worked hours per pay period; then involuntary low-census hours will be calculated beyond that.

7.5.2 Rotation of Required Low Census/Per Diem, Registry and Private Workers.
Per Diem, registry and private workers, working in the job classifications contained in this bargaining unit, will be subject to low census before regular employees, provided that other regular employees remaining on the unit possess the necessary skills, ability and experience as

determined by the Employer to perform required work. The employer may reassign a per Diem, registry or private contract worker subject to low census to any other nursing unit that is not subject to low census or to other work, as determined by the employer.

7.5.3 Rotation of Required Low Census/Regular Employees.
Regular employees who are working an extra shift will be subject to low census before regular staff working their regular scheduled shift. Such low census on extra days will at all times by deemed voluntary for purposes of the administration of the low census provisions of this Agreement. Required low census for regular employees will be rotated on an equitable basis with the objective of assigning low census to the employee with the least number of low census hours taken per shift subject to availability. The Employer reserves the right to adjust the order of low census based on the Employer's assessment as to skill levels and operational and staffing requirements of the Hospital. Preceptors shall make up any low census turns missed as a result of being a preceptor.

7.5.4 Notification of Low Census.
Employees assigned low census days less than one and one-half (1 ½) hours before the beginning of their shift will receive a minimum of four hours' pay at their regular rate of pay. This provision will not apply if the employee is unavailable for such notification.

7.5.5 Report Pay.
Employees who report for work as scheduled (eight hour shifts or more) and who leave because of low census are to be paid four hours pay at the employee's regular rate of pay. Employees who report for work as scheduled (less than eight hour shift) and who leave because of low census are to be paid two hours' pay at the employee's regular rate of pay.

7.6 On Call.

When assigning employees to low-census on-call, the Hospital shall first assign volunteers from among those employees who are on low-census staff reductions. When all volunteers have been assigned in accordance with their position on the list, the Hospital shall assign any available Per Diem employees. If the Hospital still has not filled the on-call assignments, the Hospital shall then assign the next qualified employee who has gone the longest without working on call. An on-call list showing previous on-call assignments will be maintained for this purpose.

7.6.1 On Call Hours.
Subject to scheduling requirements and qualifications required of the tasks to be performed, regular employees who notify their supervisor in writing that they want on call hours within their job classification and department, shall be given an opportunity to be placed in the On Call rotation.

7.7 Layoff and Recall.

7.7.1 Reduction-in-Force Criteria.
Seniority shall be the determining factor in reductions in force when such factors as skill, competence, and ability are substantially equal. Such factors shall be related to job criteria and shall be applied in a fair and reasonable manner. Per Diem employees impacted by the proposed reduction in force will not be laid off, but held in abeyance until needed. The Chief Nursing Officer shall determine the qualifications and competence of each nurse.

7.7.2 Reduction-in-Force Procedure.
The Hospital will notify the Union 14 days prior to implementing a reduction in force. Representatives of the Union and the Hospital will meet to discuss alternatives.

If the reduction in force is other than for low census, the Hospital will notify nurses involved 14 days before the impending reduction in force. The Chief Nursing Officer will give every consideration to reassigning or reorienting employees to a different department. The following order of reduction in force shall be followed, subject to the qualifications set forth in Article 7.7.1:

a. Probationary employees; and
b. Regularly scheduled employees by length of service.

The above order of reduction in force shall not require the release of a probationary employee from duty in a particular unit where his or her special qualifications are required for proper staffing of that unit, as determined by the Hospital.

If a reduction in force results in a lowering of full-time or part-time FTE status, full-time and part-time employees who have been laid off due to the reduction in force will be given the opportunity to join the Per Diem list for additional hours or shifts before the Per Diem employees held in abeyance are utilized. Full- and part-time employees who choose to work Per Diem do not lose their place on the reinstatement roster.

7.7.3 Reinstatement Roster.
The names of employees laid off shall be placed on a reinstatement roster for a period of one year from the date of layoff. An employee shall be removed from the roster upon accepting permanent employment with another employer, upon reemployment, upon refusal to accept regular full-time or part-time work offered by the Hospital, or at the end of the one-year period.

7.7.4 Recall Procedure.
When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff, if skill, competency, and ability in the specific area of the work to be assigned are considered equal in the opinion of the Chief Nursing Officer. Subject to the above qualifications, employees on layoff shall be entitled to reinstatement prior to any employee being newly hired. Upon reinstatement from such roster, employees (other than probationary

employees) shall have all previously accrued benefits and seniority restored. A seniority roster based on actual hours worked shall be available for inspection at the Human Resources Department.

The provisions of this Article shall be subject to the grievance procedure set forth in Article 16.

7.8 Conference Committee.

A Conference Committee shall be instituted and maintained that will meet each calendar quarter, or as is necessary in the opinion of either party. The purpose of this committee is to discuss and make recommendations for improvement of personnel and other mutual problems within the Hospital. Such committee may develop specific objectives to be reviewed as advisory and will not discuss matters subject to collective bargaining or Union matters. Up to three members shall be elected by the Union's Local Unit. Each member of the committee from the bargaining unit shall be paid one hour at her or his regular rate of pay for actual attendance at the Conference Committee meeting.

7.9 Posting Open Positions.

Notices of vacant, permanent bargaining unit positions shall be posted for a period of 4 days on the central bulletin board before being filled. To be considered for a position, an employee must indicate such interest by submitting a completed in-house application to Human Resources. Consideration shall be given to present qualified employees and their seniority based on skills, abilities, and qualifications.

7.10 Certification Fee.

The Hospital will pay the certification fee for those employees who become certified OR Techs after January, 1984.

7.11 Floating.

If an employee is required to float to an area where the employee has not been oriented, the employee shall receive a brief orientation to the unit routines and physical layout. If fluctuating census necessitates floating, low census, or standby secondary to low census, employees who have volunteered for such duty will be utilized first. Employees who wish to volunteer shall register their interest in doing so with the Manager/Hospital Supervisor. If there are insufficient volunteers, qualified Per Diem employees will be utilized before regular-status employees. This clause shall not require the release of an employee from duty in a particular unit where her or his special qualifications are required for proper staffing of that unit. Part-time and full-time employees shall generally be available to float to at least one other unit outside their regular unit. The specific unit(s) to which an employee is capable of floating will be based on the employee's experience and competencies.

Article 8 – WAGES

8.1 Schedule.

Employees shall be placed at the applicable step in the schedule of hourly rates (Appendix C) to reflect their years of service with the Hospital. Advancement on the schedule will occur upon completion of 1,664 Compensated Hours for full-time and part-time employees, but no sooner than 12 consecutive months since the previous increase.

8.2 Wage Adjustments.

.First Year: Effective January 3, 2016 implement a 2.5% increase in pay rates and pay grades across-the-board. Second Year: Effective March 26, 2017 implement a 2.5% increase in pay rates and pay grades across-the-board; Third Year: Effective March 25, 2018, implement a 3% increase in pay rates and pay grades across-the-board.

Effective July 3, 2016 add new Step 16, 2.5% higher than Step 15 and new Step 18, 2.5% higher than Step 17. Effective March 25, 2018, add new Step 19, 2.5% higher than Step 20. All steps continue to have a 2.5% progression between steps. For Contract duration, two percent (2%) lump sum bonus for all hours worked on one's anniversary date for those bargaining unit employees who are topped out

8.3 New Hires.

Newly hired employees and Per Diem employees who are reclassified to a regular part time or full time position, will be hired in at pay levels which reflect the employee's years of service in the classification. Comparable and verifiable experience in a related classification within or outside of the Trios Health System will be counted 1 year for 1 year. Starting wage may be adjusted plus or minus 2 steps per management discretion considering skills, abilities, and attributes.

8.4 Pay Equity.

Upon written request by an employee and/or the Union, the Employer will promptly investigate any inquiry relating to inequity in pay. The employer will respond to such requests, in writing, with fourteen (14) days. There is no requirement for the employer to make any equity adjustment, but should an adjustment be made it will be effective the beginning of the pay period immediately starting after the date a request was first submitted to the Employer.

Article 9 – PREMIUM PAY

9.1 Shift Differential.

Employees working evening duty (3:30 p.m. to 12 midnight shift) shall be paid $2.25 per hour (effective September 30, 2012) over the applicable hourly rate specified in Article 8. Employees working night duty (11:30 p.m. to 8 a.m. shift) shall be paid $3.75 (effective September 30, 2012) over the hourly rate specified in Article 8. Employees working a 12-hour shift having the majority of its hours between 6 p.m. and 8 a.m. shall be paid $3.75 over the hourly rate specified in Article 8.

Employees working shifts with hours overlapping the above described shifts shall be paid a shift differential according to the shift on which the employee works the majority of hours. If an employee's hours in one work period are evenly divided between two shifts, the employee shall be paid the following:

Equal hours on evening and day shift	Evening shift differential
Equal hours on evening and night shift	Evening shift differential
Equal hours on night and day shift	Night shift differential

9.2 On Call Pay.

On-call pay shall be at the rate of $3.50 per hour. On-call duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. When assigning an employee to on-call, the Hospital shall specify the exact time when such duty is to begin and to end. On call pay will continue when an employee is on callback. Employees shall be required to report within 30 minutes of being called. Surgical Technologists shall report within no more than 20 minutes for emergencies.

9.3 Callback.

Callback means time worked by a regularly scheduled employee on the same day as the employee's scheduled shift but that is not contiguous with that shift. (Certified Surgical Technologists and Surgical Technologists may be considered on callback status even though not working a regular shift during the same 24-hour period.) Any time actually worked in callback shall be compensated at one and one-half times the regular rate of the employee. When called back, the employee shall be paid a minimum of two hours at time and one-half for

the first callback. Surgical Technologists and LPNs employed in the operating room shall be paid for a minimum of three hours for the first callback and shall remain on duty if surgery is booked. Any callback worked in excess of 14 hours within the period between 3 p.m. Friday to 6 a.m. Monday will be compensated for at the rate of two times the employee's regular rate of pay. Article 6.3 shall not apply in this instance. Callback on holidays shall be paid as provided in Article 10.8. An employee who is sent home before the end of his or her shift and is then called back shall be compensated in the manner specified in this Article.

9.4 Temporary Assignment to a Higher Position.

Assignment to a higher paid position for an eight consecutive hour period or longer shall be compensated at the base rate of pay for that higher position.

9.5 Report Pay.

Employees who report for their shift as posted in accordance with Article 6.6 and who are sent home because of low census shall be assured of four hours' work or pay in lieu thereof at the straight-time rate for reporting, provided the employee receives less than one and one-half hours' notice before the beginning of the shift to stay home. This guarantee shall not apply, however, if the employee is given one and one-half hours' notice or is unavailable to receive such notification. Employees who are ill must call the Hospital Supervisor at least two hours before the beginning of their shift. If the Hospital Supervisor does not receive this call, no sick leave will be allowed unless there is a valid excuse for not completing the call. Mitigating circumstances shall be reviewed on a case-by-case basis by the Chief Nursing Officer.

9.6 Call In.

Call in means scheduling an employee on short notice to work a shift on a day when the employee is not otherwise scheduled to work, such as a normal day off or a day when the employee is taking a low-census cut. A regularly scheduled full-time employee who is called in to work on a regularly scheduled day off shall receive time and one half for all hours worked during the call-in shift. Should such an employee work six hours or more, if on an eight-hour shift, pay shall be for eight hours. If such an employee is working a ten-hour shift and works eight hours or more, pay shall be for ten hours. If such an employee is working a twelve-hour shift and works nine hours or more, pay shall be for twelve hours.

An employee who is called in on a low-census day off will be paid at straight time in the following manner: If work time is for less than four hours, pay will be for a minimum of four hours; if the work time is for six hours or more, pay will be for a minimum of eight hours; if the employee is working a ten- or twelve-hour shift and the work time is eight or nine hours or more, respectively, pay will be for a minimum of ten or twelve hours, respectively.

A regularly scheduled part-time or Per Diem employee who is called in to work on any day except a holiday shall be paid at straight time unless an overtime rate is required to satisfy Article 6.3.

9.7 Rest Between Shifts.

Each employee shall normally have an unbroken rest period of at least 12 hours between shifts unless emergency conditions require such employees to work longer periods to meet adequate nursing care requirements. Employees whose shifts are scheduled without 12 hours off between them will be paid time and one-half for all hours worked on scheduled shift time within the 12-hour period. Employees working a ten- or twelve-hour shift shall normally have an unbroken rest period of at least ten hours between shifts. Employees working a ten- or twelve-hour shift shall be paid time and one-half for all hours worked on a scheduled shift time within the ten-hour period. This provision may be waived by mutual agreement between the employee and the Hospital. Callback work shall be paid as specified in Article 9.3 and shall not be considered to be work covered by this paragraph.

9.8 Extra Duty in OR.

A Certified Surgical Technologist or Surgical Technologist who has worked 7:30 p.m. to 5 a.m. between regularly scheduled shifts and is not afforded a 12 hour rest break (or 10 hour as required in 9.7) between regular shifts will be paid up to eight hours at time and one-half for hours worked into the next regularly scheduled shift within the rest period. The rest hours will be calculated from the last payroll clock-out forward until the rest period has been satisfied.
9.9 Preceptor Pay.

Employees assigned by their manager as preceptors will receive a premium of $2.00 per hour only when assigned as a preceptor. Preceptor pay will not exceed 30 calendar days for LPNs and 45 calendar days for Surgical Technologists per precepting assignment.

9.10 Bonus Shift Pay.

After the Employer has exercised reasonable efforts to fill a vacancy and if the Employer is unable to fill a vacant shift within a reasonable time, as determined by the Employer, the provisions of this section may be temporarily invoked.

a. If a shift needs to be filled due to urgent circumstances (such as an employee calling in sick), the Hospital may designate the shift as a “bonus shift” at the time the Hospital Supervisor is attempting to fill such shift.
b. A regular full-time employee is eligible to exercise this opportunity if regularly scheduled to work 40 hours per week, three 12-hour shifts, or 80 hours per pay period. This opportunity is normally limited to one additional shift per week, but additional shifts may be worked subject to mutual agreement between the Employer and employee.

Additional shifts are to be paid at the rate of time and one-half the regular rate of pay plus an incentive premium of $5.00 per hour (effective September 30, 2012).

c. A regular part-time employee is eligible to exercise this opportunity for up to two additional shifts per pay period. The first shift is to be paid at straight time plus an incentive premium of $4.00 per hour. The second shift is to be paid at the rate of time and one-half the regular rate of pay plus an incentive premium of $5.00 per hour (effective September 30, 2012).

9.11 Cross Trained LPN.

A cross trained LPN is fully oriented and trained to a unit other than the home unit. The LPN must be able to perform at a level similar to the unit's regular staff and will be allowed to bump Per Diems scheduled in that department. The LPN may volunteer to be cross-trained on the receiving unit. The Director will attempt to honor requests for orientation. LPNs who are cross-trained to float will be paid a differential of $2.50 per hour when required by the Hospital to float to another unit other than their home unit.

9.12 Certification Pay.

Surgical Technologists, who obtain and maintain a Certified Surgical Technologist certification through the Association of Surgical Technologists, or an OR Certification through the National Center for Competency Testing, shall receive certification pay of $2.00 per hour.

Article 10 – PAID TIME OFF

10.1 Definition.

Paid Time Off shall be defined as a combination of vacation, holidays, and short-term sick leave. Extended-illness time, bereavement leave, military leave, and jury duty shall be treated separately, as specified in Articles 11 and 15. PTO may be used for any purpose the employee chooses provided scheduling requirements can be met as provided in Articles 10.6 and 10.7.

10.2 Eligibility.

PTO will be provided for all regularly scheduled full-time employees and all regularly scheduled part-time employees working 40 hours or more per pay period, prorated in accordance with actual hours worked. PTO will begin to accrue with the first day of employment, but will not be available for use until after the completion of the employee's probationary period. Accrual will be based on Compensated Hours as defined in Article 3.6. No employee hired before January 1, 1994, shall, as a result of this Article, have his or her benefits reduced, as they pertain to Article 10.2.

10.3 Accrual.

PTO accrues in accordance with the following schedule:

During Years of Service	Maximum PTO Per Year	Maximum PTO Hours Accrued		
		Per Hour	Per Pay Period	Per Year
1 – 3 Years	25 Working Days	.0961	7.69	400
4 – 8 Years	31 Working Days	.1192	9.54	496
9-13 Years	36 Working Days	.1385	11.08	576
14-19 Years	38 Working Days	.1461	11.69	608
Over 20 Years	41 Working Days	.1578	12.62	656

10.4 Payment of Accrued Paid Time Off.

PTO must be taken by the time maximum accrual is attained (two years). Paid Time Off shall be compensated at the employee's regular rate of pay as defined in Article 3.7.

10.5 Termination Benefits.

An employee who terminates employment during the probationary period will not receive compensation for accrued PTO. Upon termination of employment, an employee who has completed the probationary period will be paid for all earned and accrued PTO at the employee's regular rate of pay up to the maximum annual accrual specified in Article 10.3. Accrued PTO will not be paid to an employee who leaves the employ of the Hospital without giving 14 days prior written notice or who is discharged for cause. In the event that conditions

beyond the employee's control prevent 14 days prior written notice, the employee shall provide the maximum notice possible stating the reason for failure to provide timely notice. The Hospital will review the circumstances of the extenuating situation and make a determination regarding the payment of accrued PTO. The employee may grieve a determination denying extenuating circumstances, but the burden of proof showing a situation is beyond the employee's control will be with the employee and the Union. PTO accrued by an employee who dies will be paid to a designated beneficiary if the employee has completed the probationary period at the time of death.

10.6 Use of PTO.

Employees must notify their manager as soon as possible in the case of unforeseen illness or emergency to request appropriate leave. Holidays and personal business time off must be approved by their manager in accordance with established procedure. Such leave must be taken in four-hour increments unless the employee becomes ill while on duty. Normally, advance notice of the absence will be required as specified in Article 6, unless shorter notice is mutually agreed upon. Low-census time off may be unpaid or, with approval by the manager, may, at the employee's option, be paid as PTO.

10.7 Vacation Schedules.

The Hospital shall schedule vacations in accordance with the approved list of seniority on a rotation basis by unit, the most senior employee accorded preference for (a) up to two weeks total during the period beginning with Memorial Day weekend and ending with Labor Day weekend; and (b) up to one calendar week during the period between December 15 and January 2 each year. Vacation requests for time periods other than those listed above, may be of any length as long as not exceeding accrued vacation. Additionally, if the Hospital determines that adequate staff would be available if requests of longer than two weeks were granted for the Memorial Day to Labor Day period, those vacations requests will be granted according to seniority.

10.7.1
In all cases, the Hospital shall retain the right to maintain acceptable levels of staff at all times.

10.7.2
An employee desiring a vacation shall request the desired vacation time by March 1 of the year in which the vacation is requested to allow for optimal scheduling. The employee will be notified by March 30 whether his or her vacation request is approved.

10.7.3
If an employee is unable to provide notice by March 1, he or she should request vacation as far in advance as possible, but not less than two weeks before the work schedule is posted. The

employee will be notified in writing within one week of the request whether the vacation is approved.

10.7.4
In case of conflicting requests for vacation, seniority shall prevail. Seniority shall not affect already approved vacations.

10.8 Pay for Work on Holidays.

Regularly scheduled full-time and part-time employees and Per Diem employees, after completion of the probationary period, who are required to work on Presidents' Day, Memorial Day, Independence Day, or Labor Day shall be paid at one and one-half times the employee's regular rate of pay for all hours worked. Employees who are required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid two times the regular hourly rate of pay for all hours worked. Overtime shall be paid when appropriate as provided in Article 6.3. An employee may take one additional day's pay to be charged to her or his PTO account for Thanksgiving, Christmas, or New Year's Day. On any holiday on which the employee is not scheduled to work, the employee may charge one day's pay to her or his PTO account upon request to her/his manager before the tenth of the preceding month as provided in Article 6.6. Work on holidays shall be rotated by the Hospital to the extent feasible.

10.9 Holiday Observance.

Calendar days to be observed as holidays shall be specified in Article 10.8 above and shall be posted by the Hospital at least one month in advance by notices posted in conspicuous locations in the Hospital. For Thanksgiving, Christmas and New Year holidays the holiday observance will be from 7 p.m. on the day immediately prior to the actual day of the holiday, to 7 p.m. on the actual day of the holiday.

Article 11 – EXTENDED ILLNESS TIME

11.1 Accrual.

Regularly scheduled full-time employees and regularly scheduled part-time employees who work 40 hours or more per pay period shall accrue EIT at the rate of .0269 hours per compensated hour excluding overtime premium and standby pay. Maximum accrual shall be 720 hours.

11.2 Eligibility.

Employees who have completed the probationary period are eligible to use EIT to cover for absences due to bona fide disability, to the employee in accordance with all applicable laws. For the following conditions: EIT may be used beginning first day. Otherwise EIT is used in accordance with Article 11.3.

a. Hospitalization;
b. Outpatient surgery;
c. Absences due to illness requiring more than 24 consecutive hours covered by PTO or 40 hours cumulative hours of PTO due to illness within the current year (see Article 11.3); and
d. Disabilities that result in absences beyond 24 consecutive work hours (for example, 3 days if working 8-hour shifts, 2 days if working 12-hour shifts).

11.3 Use of EIT.

To use EIT, an employee must have an equivalent number of unused EIT hours in his or her account. Application of EIT for one-day absences shall not be allowed unless the employee's EIT account has a balance of 140 hours (92 hours for regularly scheduled part-time employees) (provided the conditions of 11.2.c are met). Absences due to illness or injury that exceed twenty four (24) consecutive scheduled work hours will automatically be charged to EIT. Employees who have less than 24 hours of PTO accrued shall have exhausted their PTO and take the balance of the 24 consecutive hours in unpaid leave before being covered by EIT. Employees required to leave work and/or remain at home by the Employer due to a contaminating exposure on-the-job, will not receive an unexcused occurrence.

11.4 Verification.

The Hospital may, for reasonable cause, require a certificate from a qualified practitioner that certifies the employee's inability to perform regularly assigned and customary work because of a disabling illness or injury. The Hospital may, for reasonable cause, require a certificate from the same qualified practitioner as a release for the employee to return to work. Abuse of EIT is grounds for disciplinary action. The Hospital may use an employee in a light-duty assignment when one is available and practicable, upon release of the employee's practitioner.

11.5 Notification.

If an employee sustains an illness or injury for which EIT is applied, notification to the manager must occur as set forth in Article 10.6. An employee must give notice before each shift of disability unless the employee's healthcare practitioner has notified the employee of a specific period of disability. If this is the case, the employee shall notify the manager of the length of the disability and the specific restrictions involved.

11.6 Exhaustion of Benefits.

If the period of absence due to illness or injury exceeds accrued EIT and benefits, further absences shall be without pay.

Article 12 – EMPLOYEE BENEFITS

12.1 Medical/Surgical Insurance.
The Hospital will make available to eligible employees medical, surgical, and hospital insurance benefits as described by the Hospital during the negotiations of this Agreement to full-time and part-time nurses scheduled to work 40 hours or more per 14-day pay period. Employees regularly scheduled 72 hours or more per 14-day pay period shall be considered full-time for the purpose of medical/surgical insurance. The Hospital contribution toward the premium will be the amount set forth in Appendix B.

The Hospital will offer a flexible-benefits plan and a premium-only plan. Such insurance shall be effective the first day of the month following the employee's first 30 full days of employment. If the Hospital elects at any time to change insurance carriers or Plan benefits, the Hospital shall first notify the Union and offer to meet and confer on the reasons for such change.
All premium increases from January 2012 rates will be shared equally (50% / 50%) between the employees and the Hospital. For example, if a premium increases by ten dollars, five dollars of the increase would be paid by the Hospital and five dollars would be paid by the employee. January 1, 2012 premiums are in Appendix B.

12.2 Dental.

The Hospital will make available dental insurance benefits as described by the Hospital during the negotiations of this Agreement to full-time and part-time employees scheduled to work 40 hours or more per 14-day pay period. The hospital will pay premiums necessary to continue the current dental insurance or substantially equivalent insurance plan for the employee. Such insurance shall be effective the first day of the month following the employee's first 30 full days of employment. If the Hospital elects at any time to change insurance carriers or plan benefits, it shall first notify the Union and offer to meet and confer on the reasons for such change.

12.3 Workers' Compensation.

The Hospital shall provide workers' compensation insurance for all employees, as provided by law.

12.4 Unemployment Compensation.

The Hospital shall provide unemployment compensation insurance for all employees, as provided by law.

12.5 Liability Insurance.

The Hospital shall provide liability insurance at no cost to the employee while on duty.

12.6 Life Insurance.

The Hospital will provide term life insurance through an insurance carrier designated by the Hospital for eligible employees who work a minimum of 40 hours per 14-day pay period in an amount equal to each employee's annual salary, to a maximum of $50,000, in accordance with the terms of the master policy provisions. Such insurance shall be effective the first day of the month following the employee's first 30 full days of employment. Term life insurance shall be offered to eligible dependents in accordance with the terms of the master policy. (Spouse: $1,000; Children 6 mo. – 21 years: $1,000; Children 14 days – 6 mo. - $100.)

12.7 Long Term Disability Insurance.

The Hospital will provide a long-term disability insurance program through an insurance carrier designated by the Hospital for eligible employees who work a minimum of 40 hours per 14-day pay period, in accordance with the terms of the master policy provisions. Such insurance shall be effective the first day of the month following the employee's first 30 full days of employment.

12.8 Employee Discount.

The Hospital shall provide to employees the same discounts available to the majority of other Hospital employees.

12.9 Laboratory Tests.

Each employee shall undergo, upon employment and annually thereafter, a tuberculin skin test and other tests as required by state law. Once annually, employees shall be permitted a routine CBC, one view chest x-ray, nose and throat culture, urinalysis, EKG strip (only after 35 years of age), and laboratory report on a pap smear, as long as such tests are conducted in the Hospital-based laboratory and only during normal working hours of the laboratory. The cost of interpretation of such EKG strip and pap smear test shall be borne by the employee.

12.10 Health Promotion.

The Hospital shall provide a Hepatitis B vaccine for all full-time, part-time, and Per Diem employees working directly with patients.

12.11 Impact of State or Federally Mandated Health Care Legislation.

The Hospital and the Union each reserve the right to reopen all or any part of this Article upon implementation of either state or federal health care reform.

12.12 Tuition Reimbursement.

After an employee has completed 12 months of continuous employment, the Hospital may provide up to 50 percent tuition reimbursement for an approved Registered Nurse or Certified Surgical Technologist program for eligible employees who work a minimum of 40 hours per 14-day pay period. The amount to be paid will be specified at the time the reimbursement is granted and will not exceed $1000 per calendar year for employees regularly scheduled 72 hours or more per 14-day pay period and $500 for employees regularly scheduled 40 up to 72 hours per 14-day pay period. Reimbursement is subject to the Hospital's determination of satisfactory completion according to Hospital policy in effect at the time of application.

Article 13 – STAFF DEVELOPMENT

13.1 Inservice Education/Orientation.

Inservice education and orientation programs will be made available and maintained. Inservice education programs will be posted in advance and will be scheduled in an effort to accommodate varying work schedules. Suggestions for content of such programs may be offered for discussion by the Conference Committee. When inservice educational programs are posted, the Hospital will indicate whether attendance is mandatory. Attendance by an employee in mandatory inservice training programs shall be considered as time worked. The function of inservice education shall be:

a. to provide the safe and intelligent care of patient;
b. to develop staff potential; and
c. to create an environment that stimulates learning, creativity and personal satisfaction.

The objectives of orientation shall be:

a. to familiarize new personnel with the objectives and philosophy of the Hospital and nursing service;
b. to orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions; and
c. to provide a planned hospital orientation program to meet the needs of the newly hired employees as determined by a skills inventory assessment.

Nursing administration will give consideration to written requests from employees who wish to be oriented to other units.

13.2 Unpaid Educational Leave.

After one calendar year of continuous employment, permission shall be granted for a leave of absence for study for up to one year. Such a leave will be without pay and without loss of accrued benefits if the leave does not jeopardize Hospital service.

13.3 Paid Educational Leave at Employer's Request.

If the Hospital requests an employee to participate in or attend an educational meeting, the Hospital will pay the employee's regular rate of pay. The Employer will pay reasonable expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an off-site educational program specified by the Employer.

13.4 Other Paid Educational Leave.

After 12 months of continuous employment with the Hospital, employees will be allowed three days (24 hours paid educational leave at the employees regular rate of pay per year, but such leave is subject to scheduling requirements of the Hospital and approval of the manager and/or the Chief Nursing officer of the subject matter to be studied and will be granted only for courses related to the disciplines in which the employees work. An additional three days' (24 hours) paid educational leave may be granted subject to the above requirements. Educational leave may be used on an hour-by-hour basis. Nurses may be required to give an oral or written report on the content of the educational offering if other Employees, the manager or the Director of Education expresses interest. The Employer will pay reasonable expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an off-site educational program specified by the Employer. Utilization of paid educational leave for mandatory in-service education will be by mutual agreement only. Such educational leave addressed above is non-cumulative.

13.5 Rules and Regulations:

13.5.1 Hospital Responsibilities.
The Hospital shall provide orientation, training, and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs. The Hospital will provide equipment to safely implement policies.

13.5.2 Employee Responsibilities.
Employees shall comply with all health and safety policies and procedures of the Hospital.

13.5.3 Joint Responsibilities.

Employees and the Hospital shall comply with OSHA standards, WSHA standards, Nursing Commission rules and regulations, Joint Commission Standards, the Department of Health rules and regulations, and all other applicable federal, state, and local laws. Employees shall also comply with the Hospital's policies and procedures relating to the implementation of these rules, regulations, and laws. This section in no way is intended to diminish the Hospital's statutorily mandated sole responsibility to provide a safe work environment.

13.6 Mission.

The Union, the Hospital, and the employees recognize that the Hospital's mission is to provide quality, cost-effective health care to the tax district. To that end, all parties will foster by all available mechanisms the highest standards of professional and ethical behavior, positive guest relations, and good working relationships with other staff. Employees shall also comply with the Hospital's policies and procedures relating to the implementation of standards, guest relations, and staff relationships.

13.7 Nursing Standards.

The Hospital will work cooperatively with its nursing staff to develop nursing standards for patient care. The Nursing Practice Committee may be asked to identify and discuss strategies consistent with the Standards of Practice promulgated by the Nursing Commission and/or Special Professional Nursing Organization Standards. Employees shall comply with these standards of practice.

13.8 Career Advancement.

The Hospital agrees that a Licensed Practical Nurse who obtains the license to be a Registered Nurse shall be given first consideration over outside applicants for any entry-level Registered Nurse vacancy in the Hospital.

Article 14 – RETIREMENT

All employees covered by this Agreement who have worked a minimum of 80 hours per month for a period of one year at the Hospital or at another hospital immediately prior to employment at the Hospital and have reached 21 years of age have a one-time enrollment option to elect to contribute 2.5 percent of regular monthly earnings to the Hospital's retirement plan. The Hospital will contribute 5 percent of the employee's regular monthly earnings to the plan. The Hospital reserves the right to modify the plan without negotiation for the purpose of making technical changes required to maintain Internal Revenue Service approval.

Article 15 – LEAVES OF ABSENCE

15.1 Administration of Leaves.

15.1.1 Eligibility.
All leaves are to be requested from the Hospital, in writing, as far in advance as possible, stating all pertinent details, including the length of time requested. A written reply to grant or deny the request shall be given by the Hospital within 30 days of receiving the request. Part-time nurses must serve 1,040 hours of continuous employment before they are eligible for leaves of absence, except as required by law.

15.1.2 Leaves With Pay.
Authorized leave with pay shall not alter an employee's anniversary date of employment or otherwise affect compensation or status with the Hospital.

15.1.3 Leaves Without Pay.
Authorized unpaid leave, not to exceed 30 consecutive days, shall not alter an employee's anniversary date of employment or the amount of vacation benefits or sick leave credits that would otherwise be earned by the employee. The same position and shift shall be available to such an employee returning after an absence of up to 14 days. Employees must use all PTO benefits before applying for an unpaid leave of absence.
Authorized unpaid leaves for a period in excess of 30 consecutive days within an anniversary year will result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Hospital. Unless otherwise required by law, upon return from an authorized unpaid leave of absence in excess of 14 days, the job to be offered upon such return is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced. Employees who are on authorized unpaid leave of 30 consecutive days or less, upon return, shall be offered an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

15.1.4 Employment While on Leave.
Employees on an authorized leave of absence and found to be temporarily employed elsewhere without the express advance approval of the Chief Nursing Officer shall be terminated.

15.1.5 Vacancies Upon Return.
Approved leave of absence guarantees the employee first choice on the first available similar opening for which the employee is qualified.

15.2 Family and Medical Leave.

As required by federal law, upon completion of one year of continuous employment, any employee who has worked at least 1,250 hours during the prior 12 months shall be entitled to up to 12 weeks of unpaid leave per year for the birth or adoption of a child 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 Hospital shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or an equivalent position at the conclusion of the leave. If a particular period of leave qualifies under both the federal Family and Medical Leave Act ("FMLA") and state law, the leaves shall run concurrently. A leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in FMLA and shall not be more broadly construed. The Hospital may require the employee to use or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least 30 days' advance notice to the Hospital of the request for leave.

15.3 Military Leave.

Leave required for an employee to maintain status in a military reserve of the United States shall be granted in accordance with state and federal regulations.

15.4 Disability Leave.

After six (6) months of continuous employment, the Hospital may grant a leave of absence without pay for health reasons upon the recommendation of a physician. Such a leave will not exceed six months, and the employee may return without loss of benefits accrued as of the date of the leave began. Return from such leave will require an affidavit by a physician certifying the employee’s ability to perform all duties necessitated by the job.

15.5 Jury Duty.

After completion of the probationary period, time off with pay will be granted for jury duty. The employee shall be paid the difference between the fees received for such service and the amount of straight-time earnings lost by reason of such service. To be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Hospital prompt notice of the call for jury duty. Employees who report for jury duty and are released during the first half of their work shift shall contact their manager for possible instructions to return to work that same day.

15.6 Bereavement Leave.

Employees who have completed the probationary period and are benefit-eligible will be granted leave for death in the immediate family. Such a leave will be granted for up to three days. An additional two days may be granted at the discretion of the Chief Nursing Officer if travel time is required to a location more than 300 miles away. Immediate family shall be defined as husband, wife, employee's children, mother, father, sister, brother, mother-in-law, father-in-law, sisters- or brothers-in-law, grandparents, grandchildren, stepchildren, stepparents, stepsisters, stepbrothers, sons-in-law, or daughters-in-law.

Article 16 – GRIEVANCE PROCEDURE

"Grievance" means a dispute between the Hospital and the Union and/or employee who has completed his or her probationary period concerning an alleged breach or violation of the specific terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following procedure, with the parties making every effort to settle the grievance at the lowest possible step. It is understood by both parties that there shall be no suspension of work or interference with the operation of the Hospital during the processing of a grievance. Time limits set forth in the following steps may be extended only by mutual written consent of the parties.

Step 1 - Employee and Immediate Supervisor. The employee shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than 14 calendar days of the employee's knowledge that a grievance exists. The immediate supervisor shall be given 14 calendar days to resolve the problem.

Step 2 - Employee, Local Union Chairperson, and Chief Nursing Officer. If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or Unit Chairperson shall reduce the grievance to writing and shall present the written grievance to the Chief Nursing Officer within 14 calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the alleged problem, the specific section of the Agreement that has been allegedly breached, the date it occurred, and the corrective action that the grievant is requesting. A conference between the employee (and the LUC, if requested by the employee) and the Chief Nursing Officer shall be held. The Chief Nursing Officer shall issue a written reply within 14 calendar days following receipt of the grievance.

Step 3 - Chief Executive Officer (CEO) and Union Representative. If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the CEO (and/or designee) by the employee (and authorized representative), who shall meet within 14 calendar days for the purpose of resolving the grievance.

Step 4 - Expedited Mediation/Arbitration. The parties to this Agreement agree that grievances not resolved in the above steps shall be submitted to a neutral third party, who shall conduct an informal mediation/arbitration hearing to resolve the dispute.
A Mediator/Arbitrator shall be selected from a list of seven names provided by Public Employee Relations Commission. Each party shall, in turn, strike a name from the list until one name remains. The Mediator/Arbitrator whose name remains shall be the Mediator/Arbitrator. First strike shall be decided by a coin toss.

Expedited Information Hearing. The neutral third party shall in each case promptly set a hearing date (within 15 calendar days) after receipt of the grievance.

Mediation/Arbitration. The selected neutral shall first convene a meditation/conciliation meeting in which he or she shall endeavor to bring the parties to an amicable, voluntary settlement. If such a settlement is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Union, and the Hospital. If no mediated settlement is possible, the hearing officer shall, on the date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits, and other evidence shall be kept to a minimum unless otherwise mutually agreed by the parties. This informal hearing shall be concluded on the same day on which the mediation was convened or on the following day, if necessary. Grievances involving discharges or complex disputes involving legal interpretations shall not be limited as to presentation of exhibits, witnesses, or evidence, and at either party's request shall not require the immediate bench decision referenced in the following paragraph. The hearing officer shall, immediately upon conclusion of the hearing, make a "Bench Decision" concerning the dispute resolution and provide a copy of the same to the grievant, the Union, and the Hospital. This decision shall be binding on all parties to the dispute.

The hearing officer shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half of the fee of the hearing officer and any other expenses jointly incurred incident to the hearing. All other expenses shall be borne by the party incurring the expense, and neither party shall be responsible for the expense of witnesses called by the other party.

Article 17 – MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Hospital 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 and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods

and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, reassign, or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned that are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time determines.

Article 18 – UNINTERRUPTED PATIENT CARE

The Hospital is engaged in a public service requiring continuous operation, and recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union or its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, walkout, slowdown, or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, sympathy strike, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

Article 19. – GENERAL PROVISIONS

19.1 Successorship

The Hospital will give the Union at least ninety (90) days' advance written notice of its intent to sell or transfer the Hospital. During the first forty-five (45) days of the ninety (90) days period, the Hospital will participate with the Union in meaningful discussions of alternatives to sale or transfer. No less than forty-five (45) days prior to the effective date of a sale or transfer of the Hospital, the Hospital will provide the Union with a copy of all portions of the agreement with the buyer or transferee that are subject to disclosure under either the Public Records Act or the Public Employees Collective Bargaining Act.

Article 20 – COMPLETE AGREEMENT

Each party has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this Agreement, unless mutually agreed otherwise. Any and all agreements, written or oral, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

Article 21 – SEPARABILITY

It is the belief of both parties to this Agreement that all provisions are lawful. If any provision of this Agreement is found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining regarding such provision.

APPENDIX A – ALCOHOL AND SUBSTANCE ABUSE PROVISIONS

The Hospital and the Union have a vital interest in maintaining safe, healthful, and efficient working conditions for Hospital employees. Being under the influence of or the mere presence of a potentially abusive substance or alcohol on the job may present serious safety and health risks to the user, the patients, and all others working with the user and the Hospital. The possession, use, sale, or mere presence of any substance that could alter mental and physical abilities, or the use of alcohol in the workplace also presents an unacceptable risk to safe, healthful, and efficient work operations. The Hospital and the Union realize that chemical dependency is an illness. The Employer and the Union support efforts that shall enable the chemically impaired nurse to remain in professional nursing practice.

Based on these basic objectives, the following policy is implemented with regard to use, possession, sale or mere presence of alcohol or substances that could alter mental and/or physical abilities while at work. It is the Hospital and Union's desire, subject to certain conditions, to help any employee who has a substance-abuse problem to resolve that problem. Professional assistance for resolving employee alcohol or substance-abuse programs is available. The employee may access the Employer's medical program, to the extent available, and the Employee Assistance Program as well as other community programs or agencies. An employee who is in an accredited full-time treatment program for chemical dependency may use EIT and any accrued PTO.

Policy Statement.
Manufacturing, distributing, dispensing, possessing, or using alcohol and/or illegal drugs, or the presence of alcohol and/or illegal drugs in an employee's system while at work, is prohibited. An employee is subject to disciplinary action, including termination, if the employee tests positive for illegal drugs and/or has a blood-alcohol tested level of .04. The misuse of legal substances at work is also prohibited.

Testing Cut-Off Levels.
Testing cut-off levels shall be in accordance with NIDA-certified and approved laboratory test standards. A screening test is the initial drug test used as a preliminary step in detecting the presence of drugs. A confirmation test is a second substance-abuse test performed on a second portion of the original test sample using gas chromatography-mass spectrometry. The confirmation test follows a screening test that shows evidence of a drug or drug metabolite.

Testing Procedures.

Reasonable Cause Testing: Employees who are reasonably suspected of possessing, manufacturing, distributing, using, or having the presence of a prohibited drug or alcohol

in their systems shall be immediately relieved of their duties and shall be subject to immediate drug and/or alcohol testing.

Post-Accident Testing: Any employee who contributes to an incident and/or accident involving a patient, a fellow worker, Hospital property, or any third party, as determined by the Employer, may be required by the Employer to submit to a drug and/or alcohol test. Post-incident and/or post-accident testing is to be performed as soon as possible but no later than 32 hours after the incident or accident.

Employee Rights and Responsibilities.
Prior to any drug and/or alcohol testing, applicants and employees shall sign a release-of-information form so that the test results can be released directly and immediately to Hospital management. If a drug-screening test indicates evidence of prohibited drugs or drug metabolites, the Hospital shall have a confirmation test performed on a second portion of the original sample. If the confirmation test is positive, the employee shall be offered one chance during his or her employment to work with Washington Health Professional Services to adhere to a plan of treatment and rehabilitation. If the employee refuses or does not successfully complete rehabilitation, he or she shall be subject to immediate discharge. A single test shall be performed for alcohol. There is no confirmation testing applicable to the presence of alcohol.

Employees tested shall have the results placed in a confidential file located in the Human Resources Department. If requested, employees may receive a copy of test results placed in their file as well as copies of any conclusions drawn and actions taken based on the test results and reports. Records that an employee passed or failed a drug or alcohol test shall remain in the confidential file permanently. If an employee grieves drug or alcohol-testing matters, any and all records pertaining thereto are discoverable and admissible for grievance procedure purposes, including preparation therefore.

Return-to-Duty Contract/Testing.
Any employee who admits to a drug or alcohol problem shall be subject to return-to-duty testing after completing rehabilitative treatment. An employee may not return to employment until the following, as determined by the Employer, has occurred:
He or she has passed a drug or alcohol test; and

He or she has executed a substance abuse monitoring contract with Washington Health Professional Services; and

He or she has executed a substance abuse contract with the Employer, consistent with the Employer's determinations, including random and unannounced drug and/or alcohol testing during the 36 months following return to duty; and

He or she has been released by an appropriate authority as being capable of performing all the essential functions of the position; and

The Employer has a position available at the time the employee has completed all of the above.

Suspension Without Pay.

If an employee fails a drug and/or alcohol test, the employee shall be immediately suspended without pay; the employee may use accrued PTO. The Washington Professional Services Program shall be notified immediately, and a determination shall be made, after conferring with the staff, as to whether the employee shall be allowed to return to duty. This could result in immediate discharge.

Discipline.

No disciplinary action shall be issued against any employee who admits to an alcohol and/or drug problem prior to being required to take a drug and/or alcohol test and who obtains treatment. Employees seeking medical attention for alcoholism or drug addiction shall be entitled to benefits under the applicable medical plan subject to the medical plan policies. Employees who successfully complete treatment must take and pass a return-to-duty drug and alcohol test and comply with the provisions of Section 4. Normally, employees have the opportunity of rehabilitation only once during the course of their employment with the Hospital. Any employee who refuses to submit to a drug test and/or alcohol test shall be subject to immediate discharge.

APPENDIX B - PREMERA MEDICAL/DENTAL PREMIUMS

Click here to see PREMERA MEDICAL/DENTAL PREMIUMS.

APPENDIX C - SALARY SCALE

Click here to see Salary Scale.

APPENDIX D – ARTICLES NOT APPLICABLE TO CLINIC LPN

The following Articles are not applicable to LPNs employed at the TMG Urgent Care – Vista Field

Article 3.9	Preceptor
Article 6.7	Weekends
Article 7.6	On Call
Article 7.11	Floating
Article 8.3	Per Diem Employees
Article 9.1	Shift Differential
Article 9.2	On Call Pay
Article 9.3	Callback
Article 9.4	Temporary Assignment to a Higher Position
Article 9.6	Call In
Article 9.7	Rest Between Shifts
Article 9.8	Extra Duty in OR
Article 9.9	Preceptor Pay
Article 9.10	Bonus Shift Pay
Article 9.11	Cross Trained LPN

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Article 7.5 Low Census
The 156 hours of Voluntary Low Census (VLC) is consistent with 156 hours of VLC in the Registered Nurse (RN) collective bargaining agreement (CBA).

If the level of VLC changes in the RN CBA, both parties agree to revisit the level of VLC in this agreement with the intent of keeping both consistent with each other.

MEMORANDUM OF UNDERSTANDING

Within ninety (90) calendar days of contract ratification a meeting will be held to discuss Call at Trios Health. Items discussed may include call processes, physician education, and any other issues that are relevant. Attendees will include five (5) representing management and five (5) representing the Union; and anyone else upon mutual agreement. Actions taken from the meeting will be handled in a way that all parties are agreeable to. If additional meetings are necessary all parties will agree to date of meeting(s). This LOU will end 1 year after contract ratification unless by mutual agreement both parties agree to extend timeframe.