

COLLECTIVE BARGAINING AGREEMENT

By and Between

TRIOS HEALTH

And

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8

SERVICE EMPLOYEES INTERNATIONAL UNION,
HEALTHCARE 1199NW

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Memorandum of Understanding

Memorandum of Understanding

This Agreement is made and entered into between Trios Health (the “Hospital” or the “Employer”) and the Office and Professional Employees International Union, Local 8/Service Employees International Union, Healthcare 1199NW (the “Union”).

Article 1. – RECOGNITION

1.1 Certified Unit.

The Hospital recognizes the Union as the sole and exclusive representative of all full-time and regular part-time employees of Trios Health who perform duties related to patient care and operation of the acute care hospital located at 900 South Auburn Street, Kennewick, WA 99336 (“Hospital-Auburn”) and the acute care hospital located at 3810 Plaza Way, Kennewick, WA 99338 (“Hospital-Southridge”) in the unit certified by the Public Employment Relations Commission on June 16, 2008 in Case 21605-E-08-3345 in the classifications listed in Appendix A attached hereto, excluding all other employees, supervisors, confidential employees, casual employees, and, except as provided below in Section 1.2 and Section 1.3 all other employees at the Spaulding Medical Office Building, employees at the following facilities: deBit Medical Office Buildings, Urgent Care Center, Walk-in Care Centers, Senior Center, Sleep Lab, Home Health, Medical Mall, 921 Building, 302 West 10th Avenue Building, 224 West 10th Avenue Building, 203 West 8th Avenue Building, and 241 West 8th Avenue Building.

1.2 Incorporation of Election Agreement.

Section 2 of the Election Agreement dated May 6, 2008 previously entered into by the parties is hereby incorporated by this reference.

1.3 Incorporation of Election Agreement.

The Settlement Agreement entered into by the Parties on April 22, 2016, is hereby incorporated by this reference and the positions identified therein shall be included in the Certified Unit of Section 1.1 above.

Article 2. – DEFINITIONS

2.1 Full-Time Employee.

An employee who is so classified and who is regularly scheduled to work at least 72 hours per 14-day pay period.

2.2 Part-Time Employee.

An employee who is so classified and who is regularly scheduled to work less than 72 hours per 14-day pay period. If the employee is scheduled to work at least a minimum of 40 hours per 14-day period, this position is eligible for benefits on a pro rata basis. Otherwise, the part-time position is not eligible for benefits. Any regularly scheduled full-time employee whose status changes to part-time shall be eligible for pro rata benefits if scheduled to work at least 40 hours per 14-day period.

2.3 Probationary Period.

The first 90 calendar days shall be a probationary period. The Hospital shall evaluate the employee's performance prior to the end of the 90 day period. Should the Hospital determine that an employee's performance warrants it, the probationary period may be extended, in writing that includes the reason for extension, for up to an additional 90 calendar days. Upon completion of the probationary period, the employee shall be considered a regular 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 voluntarily terminate or who are terminated during the probationary period shall not have recourse to the grievance procedure.

2.4 Year of Service.

A year of service means 2,080 compensated hours but not less than 12 consecutive months.

2.5 Compensated Hours.

"Compensated Hours" are actual hours worked by an employee. It also includes paid time not worked: PTO and Extended-Illness Time (EIT). Low census hours shall count for purposes of benefits accrual. Compensated hours do not include standby hours or hours on unpaid leave.

2.6 Regular Rate of Pay.

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

2.7 Seniority.

Seniority shall mean a regularly scheduled employee's continuous length of service with the Hospital from most recent date of hire. Seniority shall not apply to an employee until he or she

has successfully 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.

Where skill, competence and ability are substantially equal as determined by Employer, seniority as defined above shall be the determining factor in layoffs, rehires, lateral transfers, job bidding, shift bids, work assignments, distribution of overtime, rotation order, approval of PTO requests and training opportunities.

Seniority shall be broken by any of the following:

- a. Resignation;
- b. Discharge;
- c. Retirement;
- d. Left without prior notice;
- e. Layoff of more than 12 months;
- f. Failure to return in accordance with a leave of absence or recall from reduction in force;
or
- g. Illness or injury of more than two (2) year's duration.

2.8 Changes in Shift:

A change in shift is defined as any work schedule changes that are considered a permanent change (i.e. not temporary in nature to fill a staffing need), of more than 1-hour. In such case, management will meet with the Union at least twenty-one (21) calendar days prior to implementation of a change in shift to review how best to proceed.

Article 3. – NONDISCRIMINATION

3.1 Nondiscrimination.

The Hospital and the Union shall not discriminate on account of an employee's race, religion, creed, color, age, sex, sexual orientation, 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. Words denoting gender in any job classification or provision of this Agreement apply equally to either gender.

Article 4. – MEMBERSHIP AND DUES DEDUCTION

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

Article 5. – HOURS OF WORK AND OVERTIME

5.1 Workday/Work Period.

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 either eight, ten or twelve hours work to be completed within eight and one-half, ten and one-half or twelve and one-half consecutive hours with a 30-minute unpaid meal period. If the employee is not relieved of duties and is unable to leave the work area, the meal period shall be paid for by the Hospital. Whenever staffing allows, the Employer shall make every effort to schedule employees for consecutive days off. Upon contract ratification, no new flex or rotating shifts will be created. Existing flex or rotating schedules will continue to be posted and filled. The Employer shall make every effort to schedule employees required to work weekends, to be scheduled every other weekend off.

5.2 Innovative Work Schedules.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. Innovative work schedules may be established in writing by mutual agreement between the Hospital, the employee and the Union. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule.

5.3 Overtime.

Any time worked beyond 8 hours in one day or beyond 80 hours in the work period for 8/80 schedules or beyond 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. Overtime will be calculated in accordance with the Fair Labor Standards Act.

5.4 Computation of Overtime.

If an employee works seven (7) or more minutes of overtime work, the employee will be paid at the time and one-half rate in accordance with applicable wage and hour regulations. Time paid but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime. Overtime must be pre-authorized by the manager. Except by mutual agreement, the Employer shall not change regularly scheduled hours of work for the current monthly schedule.

5.5 Rest Periods/Meal 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. If an employee wishes to leave the premises during this time, he/she must notify and receive approval from the employee's manager or supervisor prior to leaving the premises. The Hospital shall provide adequate facilities for meal breaks. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092).

5.6 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. Established monthly schedules may only be amended by mutual agreement between the employee and the Employer at any time. Requests by employees in writing, using the Employee Time Off Request Form for particular days off (including PTO) for the upcoming schedule must be submitted to the manager by the 10th day of the preceding month. The manager will provide an approval/denial response in writing to the employee by the 20th day of the preceding month. Requests by employees for particular days off (including PTO) for periods beyond the immediate upcoming schedule (subject to article 9.7 and all subsections) must be in writing using the Employee Time Off Request Form. The manager will provide an approval/denial response in writing within fourteen (14) calendar days after receipt of the request, to include the reason(s) if a request is denied.

5.7 Reduction in FTE Status.

Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined by the Employer to be necessary, impacted employees and the Union will be provided at least four (4) weeks' written notice prior to implementing a reduction of an employee's FTE level. The Employer will first seek volunteers from the department and shift to accomplish these changes. If there are volunteers, the least senior volunteer(s) in the affected classification will be given a reduction in FTE. If there are insufficient volunteers, the least senior employee(s) in the affected classification, department and shift will receive the FTE reduction unless that employee possesses a specific qualification(s) necessary to the operation of the department in the opinion of the Employer. If an employee's FTE is reduced by .2 FTE or more, that employee may elect to be laid off in accordance with this Agreement.

5.8 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.

5.8.1 On Call Hours.

Subject to scheduling requirements and the 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.

5.9 Rest between Shifts.

Employees will normally have an unbroken rest period of at least 12 hours if scheduled to work an 8-hour shift (10 hour unbroken rest period if scheduled to work a 10-hour or 12-hour shift) between regularly scheduled shifts, unless emergency conditions require the employee to work longer periods to meet operational and/or patient care needs. This provision may be waived by mutual agreement between the Employee and Employer. Employees who work without an unbroken rest period of at least 12/10 hours (as noted above) will be paid time and one-half (1 ½) for all hours worked within the 12/10 hour period. This article does not apply to employees on Standby/On Call who are on Callback (Articles 8.2 and 8.3). There is no pyramiding with any other pay/premium pay that may also apply.

Article 6. – EMPLOYMENT PRACTICES

6.1 Discipline.

Any employee who has successfully 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 a verbal counseling, first written warning, second written warning, final written warning with suspension, and discharge. The disciplinary action to be taken depends on the seriousness of the employee's misconduct. The Hospital may proceed at any level of discipline or 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 delegate/shop steward will be notified if an employee is discharged for cause. The employee may have access to the grievance procedure as provided herein. Records of disciplinary actions shall be considered a part of the employee's personnel file. A formal discipline notice shall be deemed too old for purposes of related progressive disciplinary actions after fourteen (14) months from the date that such notice is placed in the employee's personnel file.

6.2 Notice of Termination.

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

6.3 Personnel Files.

Employees shall have access to their personnel files. A file may be reviewed by an employee by making an appointment with a representative of the Human Resources Department who will be in attendance with the employee for the review. 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.

6.4 Low Census.

Low census is defined as a decline in patient care requirements or workload in a particular department resulting in a temporary staff decrease and/or department/unit closure on a non-designated Employer holiday. Prior to implementing the low census procedure within a job classification, the Employer will request volunteers to float to other areas of the Hospital if the need exists. During temporary periods of low census, the Employer will first ask for volunteers within the job classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will rotate low census equitably 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 mandatory low-census based on the Employer's assessment as to operational and patient care needs and staffing requirements of the department.

During temporary periods of mandatory low census, employees within a job classification in a department and on a shift will be released from work in the following order, providing skills, competence, and ability are considered substantially equal as determined by the Employer:

1. Volunteers

2. Agency and other temporary employees;
3. Employees scheduled to work extra shifts above their FTE;
4. Regular full-time and part-time employees (including probationary employees).

A low census tracking system will be made available on each unit/department. Staff are responsible for recording their mandatory low census hours on the hospital and payroll records. Staff may on occasion act as a co-worker or their manager to record such data on the unit/department record if they are unable to; however it is the employee's responsibility to make sure the information is up-to-date and accurate.

6.5 Department Restructure.

In the event of a merger of two (2) or more departments into a single department or a restructuring of an existing department, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured department. At least thirty (30) calendar days prior to implementing a merger and/or restructure, the Employer will meet with the Union and employees of the affected department(s) to discuss the reconfiguration of the FTEs in the department(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s), including any qualification requirements, shall be posted in the department(s)/ appropriate Employer bulletin board(s) and website for at least seven (7) calendar days prior to implementation. Other vacant bargaining unit positions will also be posted in the department(s) appropriate Employer bulletin board(s) and website at that time. At the end of the posting period, each employee shall bid, by order of seniority, on any available position for which the employee is qualified. If there is no position available which is comparable to an employee's most recently held position (i.e., different department, rate of pay, classification, FTE, or shift), the employee may decline reassignment and begin the layoff process in accordance with this Agreement.

6.6 Layoff and Recall.

6.6.1 Reduction-in-Force Criteria.

Seniority shall be the determining factor in reductions in force when such factors as skill, competence, and ability are considered substantially equal as determined by the Employer. Such factors shall be related to job criteria and shall be applied in a fair and reasonable manner. The Hospital shall determine the qualifications and competence of each employee and review such with the Union.

6.6.2 Reduction-in-Force Procedure.

The Hospital will notify the Union and affected employees at least twenty-one (21) days prior to implementing a reduction in force. Representatives of the Union and the Hospital will meet to discuss alternatives to layoff and to review employees subject to layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff. At the same time it provides notice of layoff, the Hospital will also provide the Union with a

list of bargaining unit employees subject to layoff, a seniority roster, and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and title, and employment status (FTE and Shift).

If the reduction in force is other than for low census, the Hospital will first seek and consider volunteers subject to the qualifications set forth above. The Hospital 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 above:

- a. Agency and other temporary employees;
- b. Probationary employees; and
- c. Regularly scheduled employees by seniority.

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

Open (vacant) positions within the classifications affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff.

6.6.3 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 reemployment, upon refusal to accept regular and substantially equivalent work offered by the Hospital, or at the end of the one-year period. Substantially equivalent employment means work with comparable pay, benefits, hours of work (FTE and shift) and job duties. An employee on the reinstatement roster shall be eligible for per diem work and shall retain seniority while working as a per diem employee. Acceptance of per diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

6.6.4 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, unless skill, competency, and ability in the specific area of the work to be assigned are not considered substantially equal as determined by the Employer. Subject to the above qualifications, employees on layoff shall be entitled to reinstatement prior to any employee being newly hired. Notice of recall shall be made to an employee by certified mail and regular mail at the employee's address on file with the Hospital. Employees shall have six (6) days to acknowledge receipt of a notice of recall and to inform the Hospital of the employee's plans to return to work. Recalled employees must return to work within fourteen (14) days of receipt of the recall notice. If an employee is offered recall to any position that is not comparable to the most recently

held position (i.e., different classification, rate of pay, FTE or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster. Upon reinstatement from such roster, employees (other than probationary employees) shall have all previously accrued benefits and seniority restored as were in effect at the time of layoff. There is no accrual of benefits during the period of layoff. A seniority roster 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 this Agreement.

6.7 Posting Open Positions.

Notices of vacant, regular bargaining unit positions shall be posted for a period of seven (7) calendar days before being filled. If any shifts and/or positions in a particular department/unit, that a Per Diem employee has been working regularly on the monthly schedule for the proceeding four (4) months (excluding coverage for PTO/leave, FLMA, Jury Duty, Workers' Compensation absences, etc.) and that the Employer desires to continue staffing such shifts and/or positions, a part-time or full-time regular position will be posted. Job postings shall include the scheduled hours, the shift hours (days, evening, nights and expected amount of scheduled hours), schedule and expected weekend work requirements, department, brief description of the work and primary work location. Open position shall be posted in agreed upon designated locations and will be available electronically on Trios website. The Trios website will be the primary designated location for all postings and a designated computer(s) will be available in each department/unit for employees to use. To be considered for a position, an employee must indicate such interest by submitting a completed in-house application to Human Resources and be interviewed if appropriate. Consideration, in conjunction with seniority as defined in Article 2.7; shall be given to presently qualified employee(s) (including employees who return to work on a timely basis in accordance with an approved leave of absence agreement) subject to skills, competency, and ability in the specific area of the work to be assigned being considered substantially equal as determined by the Employer. If the Hospital is unable to place the selected employee in the vacant position due to departmental considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when she/he will be placed in the position. In any event, the selected employee will be placed in the position within ninety (90) days.

An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position may contact the manager to discuss why the employee was not selected and what skills the employee may need to be a successful applicant in the future. The Employer will notify all in house applicants interviewed. The Employer is committed to upgrading, promoting and transferring bargaining unit employees where appropriate.

6.8 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 area's 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 employee's manager or 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 work area where her or his special qualifications are required for proper staffing of that area. Part time and full time employees shall generally be available to float to at least one other work area outside their regular work area. The specific area(s) to which an employee is capable of floating will be based on management evaluation of the employee's experience and competencies.

6.9 Evaluations.

The Employer shall maintain a uniform system for performance appraisal of skills and knowledge. The Employer may provide an informal or formal (in writing) evaluation prior to completion of the probationary period. Thereafter, written evaluations will occur on an annual basis. The evaluation is a tool for assessing the skills, abilities and competencies of the employee and for improving and recognizing the employee's performance. Employees will be given a copy of the evaluation upon its completion and prior to placement in their personnel file. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity of at least seven (7) calendar days following completion of the evaluation to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. Evaluations shall not contain disciplinary material not previously discussed with the employee.

Article 7. – WAGES

7.1 Pay Grades.

Employees shall be paid at no less than the appropriate pay grade set forth on Appendix A. The following Job Titles are added to "Appendix A – Pay Grades":

Cashier	PG 1
Warehouse Assistant	PG 3
Unit Secretary/Scheduler	PG 7
OB Scrub Tech/Unit Secretary	PG 9
Mammography Technologist	PG 19
Cardiovascular Invasive Specialist	PG 20
Patient Access Representative	PG 5
Patient Access – Trainer/Quality Clerk	PG 7

Patient Access Representative and Patient Access – Trainer/Quality Clerk will be placed on the assigned PG on Appendix A; and on the closest step to their current base rate, with no loss in base rate of pay.

7.2 Wage Adjustments.

First Year: Effective March 27, 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% higher than Step 15; and new Step 18, 2% higher than Step 17 on Appendix A1. All steps continue to have a 2% progression between steps.

Effective March 26, 2017, add new Step 21 on Appendix A1, 2% higher than Step 20. Employees at the maximum of the pay grade on Appendix A1 will receive a lump sum payment on anniversary date.

7.3 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.

7.4 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 8. – ADDITIONAL PAY

8.1 Shift Differential.

Employees working the majority of their hours during the evening shift shall be paid an evening shift differential of (One Dollar Twenty Five Cents \$1.25; to be increased to) One Dollar Sixty

Cents (\$1.60) per hour effective January 8, 2017; and Two Dollars (\$2.00) effective January 7, 2018. Employees working the majority of their hours during the night shift shall be paid a night shift differential of (One Dollar Seventy Five Cents \$1.75; to be increased to) Two Dollars Ten Cents (\$2.10) per hour effective January 8, 2017; and Two Dollars Fifty Cents (\$2.50) effective January 7, 2018. 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. Technical employees in the classifications marked with a check mark () on Appendix A shall receive an evening shift differential of Two Dollars and Ten Cents (\$2.10) per hour and a night shift differential of Three Dollars (\$3.00) per hour. For purposes of PTO use, shift differential will be applicable if the employee is classified as evenings or nights. Shift Times, for purposes of "majority of hours worked" are:

Evenings:	3:30p – 12:00a
Nights:	11:30p – 8:00a

8.2 Standby/On Call Pay.

Standby/on call pay shall be at the rate of \$2.70 per hour. Technical employees in the classifications marked with a check mark () on Appendix A shall receive standby/on call pay at the rate of Three Dollars and Fifty Cents (\$3.50) per hour. Standby/on call duty shall not be counted as hours worked for purposes of computing overtime or accrual of benefits. When assigning an employee to standby/on call status, the Hospital shall specify the exact time when such duty is to begin and to end. Employees shall be required to report within 30 minutes of being called. Refer to Article 7.2 Wage Adjustments for any future Standby/On Call pay changes.

8.3 Callback.

Callback means time worked as a result of being called in from standby status. Any time actually worked in callback shall be compensated at one and one half times the regular rate of the employee with a minimum of two (2) hours. In accordance with current practice, licensed technologists working within the Diagnostic Imaging Department in those classifications marked with a plus (+) sign on Appendix A shall receive a minimum of three (3) hours of callback pay. Employees called in may be required to remain onsite for the full minimum period of callback pay or if called back within either the two (2) or the three (3) hour minimum period there will be no new or additional minimum period; but time worked will continue at the time and one-half rate. Callback will not be pyramided with overtime

8.4 Assignment to a Higher Position.

Temporary assignments to a higher paid position for a four (4) consecutive hour period or longer shall be compensated the same step rate of the assigned employee's rate of pay for all time

worked in that higher position. Employees who hold two job classifications, as specified on a PAR in their HR file, will clock in/out for all assignments.

8.4.1 Promotion.

An employee who is promoted to a higher paid position shall be compensated no less than 5% higher than the current rate of pay.

8.4.2 Transfer.

To a Same Pay Grade (lateral) Position: The employee will be placed at the same step and incurs no change in pay

Transfer Back to Same Position within 12 Months: Employee will move back to the step they were on before they transferred, receiving experience level advancement credit for all hours paid. Transfer to a lower pay grade position: The Employee will be placed at the same step as the previously held position.

8.5 Report Pay.

Employees who report for their regularly scheduled posted shift and who are sent home because of low census shall be assured of two 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 assurance shall not apply, however, if the employee is given at least one and one-half hours' notice or is unavailable to receive such notification. Employees who are ill must call the individual designated by their manager or the Hospital Supervisor at least two hours before the beginning of their shift. If this notification does not occur, no PTO/EIT will be allowed unless there is a valid mitigating circumstance for not completing the call. Mitigating circumstances shall be reviewed on a case by case basis by the Hospital.

8.6 Weekend Premium Pay.

Full-time and regular part-time employees who work during weekend hours will be paid a weekend premium of One Dollar and Fifty Cents (\$1.50) per hour. Technical employees in the classifications marked with a check mark () on Appendix A shall receive a weekend premium of Three Dollars and Twenty-five Cents (\$3.25) per hour. Weekend hours are hours actually worked beginning midnight Friday and ending midnight Sunday. This premium will be paid in addition to straight time and any overtime pay required by this Agreement.

8.7 Certification Premium Pay.

Full-time and regular part-time employees who have been certified in recognized specialties in which they are working and that have been approved by the Employer shall receive certification premium pay of One Dollar (\$1.00) per hour for up to a maximum of two (2) such certifications.

The DI Techs currently receiving mammography certification premium pay will continue doing so as long as they provide mammography support.

Article 9. – PAID TIME OFF

9.1 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. PTO may be used for any purpose the employee chooses provided scheduling requirements can be met.

9.1.1 Accrual. PTO are accrued in accordance with the following schedule:

<u>During Years of Service</u>	<u>Maximum Paid Days Off Per Year</u>	<u>PTO Hours Accrued</u>		<u>Maximum</u>
		<u>Per Hour</u>	<u>Per Pay Period</u>	
0 – 3 years	25 working days	0.0961	7.69	400
4 – 8 years	31 working days	0.1192	9.54	496
9-13 years	36 working days	0.1385	11.08	576
14 – 19 years	38 working days	0.1461	11.69	608
Over 20 years	41 working days	0.1578	12.62	656

9.2 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. PTO hours will normally be used before EIT hours.

9.3 Accrual/Carryover.

PTO will accrue in accordance with the current accrual schedule. PTO will not accrue or be carried over from one year to the next, beyond two times (2x) the current annual accrual rate.

9.4 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.

9.5 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 above. Accrued PTO will not be paid to an employee who leaves the employ of the Hospital without giving at least two weeks' prior written notice or who is discharged for cause. In the event that conditions beyond the employee's control prevent two weeks' 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.

9.6 Use of PTO.

Employees must notify their manager as soon as possible in the case of unforeseen illness or emergency to request appropriate time off. Employees required to leave work and/or remain at home by the Employer due to a contaminating exposure on-the-job or due to work related injury, will not receive an occurrence under the attendance policy. Holidays and personal time off must be approved by their manager in accordance with established Human Resources policies, unit or work area procedure. Such leave must be taken in hour increments. Earned, accrued PTO must be taken for all approved time off. Low-census time off will be paid from earned, accrued PTO unless the employee elects to have the time off be unpaid.

9.7 Vacation Schedules.

Each Department shall schedule vacations on a rotational basis; the most senior employee to be 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. This provision does not affect the rotation of work on holidays as set forth in the Pay for Work on Holidays provision of this Agreement. Vacation requests for time periods other than those listed above may be of any length as long as not exceeding accrued PTO. 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 vacation requests will be granted according to seniority.

9.7.1

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

9.7.2

An employee desiring a vacation may request the desired vacation time by submitting the request at any time. The employee will be notified within fourteen (14) days whether his/her vacation request is approved.

9.7.3

In cases of conflicting requests for vacation, seniority shall prevail, providing skills, competence and ability are considered substantially equal as determined by the Employer. Seniority shall not affect already approved vacations.

9.8 Pay for Work on Holidays.

Regularly scheduled full time and part time employees, after completion of the probationary period, who are required to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at one and one half times the employee's regular rate of pay for all hours worked from 12:00 a.m. to 11:59 p.m. on the actual day of the holiday. Work on holidays shall be rotated by the Hospital to the extent feasible. If the employee's department, unit or work area is closed on a particular designated holiday, and the employee would have otherwise been scheduled to work, he/she will be paid earned/accrued PTO for this day for the number of normal work hours. (If the closure is not on an Employer designated holiday, this will be considered Low Census [per Article 6.4]).

9.9 Holiday Observance.

Calendar days to be observed as holidays shall be designated and posted by the Hospital at the beginning of each calendar year.

Article 10. – EXTENDED ILLNESS TIME

10.1 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.

10.2 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 10.3.

- 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; 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).

10.3 Use of EIT.

To use EIT, an employee must have earned/accrued EIT hours in his employee's EIT account has a balance of 140 hours (92 hours for regularly scheduled part time employees). 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 occurrence under the attendance policy.

10.4 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.

10.5 Notification.

If an employee sustains an illness or injury for which EIT is applied, notification to the manager must occur. 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.

Article 11. – EMPLOYEE BENEFITS

11.1 Medical Plans.

Eligible employees covered by this Agreement shall be covered by the Hospital's medical/dental/hospital insurance plans ("Medical Plans). The Hospital hereby confirms its reservation of rights concerning termination or administrative modification of the Plans. 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 current rates will be shared equally (50% / 50%) between the employees and the Hospital.

11.2 Medical Plan Changes.

In the event federal and/or state healthcare reform legislation or other governmental regulation of health care imposes mandatory obligations on employers generally with respect to medical benefits, the Hospital may, at its option, cause this Article to be reopened for renegotiation during the term of this Agreement, notwithstanding any limitations on negotiations during the term of the Agreement contained herein.

11.3 Workers' Compensation.

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

11.4 Unemployment Compensation.

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

11.5 Life Insurance.

The Employer will provide term life insurance through an insurance carrier designated by the Employer for eligible employees who work a minimum of 40 or more hours per 14-day pay period in an amount equal to the employee's annual salary, to a maximum of \$50,000, in accordance with the terms of the master policy provisions. Term life insurance will be provided to eligible dependents in accordance with the terms of the master policy.

11.6 Employee Discount.

The Employer shall grant to bargaining unit employees the same discounts as available to other employees, per Hospital policy.

11.7 Pharmacy Discount.

Employees will be provided a pharmacy discount in accord with the Hospital pharmacy discount program.

11.8 Health Promotion.

The Hospital shall provide Hepatitis B vaccines for all full-time and regular part-time employees working directly with patients.

Article 12. – RETIREMENT

12.1 Retirement Plan.

The terms and conditions of the Hospital's Retirement Plan, as those terms and conditions relate to eligible bargaining unit employees, will remain in full force and effect for the term of this Agreement, but the Hospital hereby confirms its reservation of rights concerning termination or administrative modification of the Plan. The Union agrees that the Hospital may make changes in the Retirement Plan at its discretion provided such changes do not decrease the aggregate level of benefits of the Plan for bargaining unit employees any more than they are decreased for non-bargaining unit employees. Any other modifications of the Plan by the Hospital that could cause a decrease in aggregate benefits for such employees will not be implemented before the Union has been given notice and an opportunity to bargain concerning such changes. Such negotiations may be initiated during the term of this Agreement, notwithstanding any limitations on negotiation during the term of this Agreement contained herein.

Article 13. – LEAVES OF ABSENCE

13.1 Administration of Leaves.

13.1.1 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 employees must serve 1,040 hours of continuous employment before they are eligible for leaves of absence, except as required by law.

13.1.2 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.

13.1.3 Leaves Without Pay.

Employees must use all PTO/EIT benefits before applying for an unpaid leave of absence. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence.

13.1.4 Employment While on Leave.

An employee on an authorized leave of absence and found to be employed elsewhere without the express advance approval of the manager shall be terminated.

13.1.5 Vacancies Upon Return.

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

13.2 Family 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 Employer shall maintain the employee's medical, dental and life insurance benefits on the same basis as if the employee was working 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. Leave provided for under this subsection must be interpreted consistently with the conditions and provisions of federal law. The employee shall use any accrued paid leave time for which he or she is eligible during the leave of absence. Generally, employees must give at least 30 days' advance notice to the Employer of the request for leave.

13.3 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.

13.4 Disability Leave.

After six (6) months of continuous employment, the Hospital may grant a leave of absence 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 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.

13.5 Jury Duty.

After completion of the probationary period, time off with pay will be granted for jury duty (unpaid time off will be provided during the probationary period). The employee shall be paid the difference between the fees received for such service and the amount of regular 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. Day shift 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 for the remainder of their shift.

13.6 Bereavement Leave.

Employees who have completed the probationary period and are benefit-eligible will be granted paid leave for death in the immediate family. Such a leave will be granted for up to three days. An additional two days paid may be granted if travel is required to a location more than 300 miles away. The employee's manager may ask for documentation that supports the travel of more than 300 miles away. Immediate family shall be defined as husband, wife, spouse equivalent (as determined by Hospital policy), 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.

13.7 Witness Leave.

Any employee who is called to be a witness on behalf of the Employer to testify concerning issues that arose during the course of their employment shall be paid for such time at the straight time rate of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be allowed time off with the use of accrued eligible PTO, as required by the subpoena.

13.8 Industrial Accident Leave.

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued PTO and EIT hours may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular pay, but not to exceed the net earnings the employee would have normally received. The employee must request, in writing, the supplemental payments. The calculation will be based on the employee's assigned FTE status and regular rate of pay. The Employer through Human Resources will actively assist an employee unable to return to his/her previously held position in finding alternative employment with the Employer.

13.9 Extended Insurance Coverage.

The Employer will extend COBRA medical insurance rights and benefits to employees on an approved leave of absence to the extent required by law.

13.10 Maternity Leave.

An employee will be granted a leave for the actual period of disability associated with pregnancy or childbirth. During the maternity disability leave, the employee shall use accrued PTO and EIT to the extent available. If neither is available, the leave will be unpaid. Before the employee returns from a maternity disability leave of absence, the Employer will require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required in the position.

Employees on maternity disability leave will be guaranteed return to their same position, job or similar job if they return at the conclusion of their disability period. If the period of medical disability goes beyond four weeks for a normal delivery, or beyond six weeks for a surgical delivery, the employee's physician will be asked to review the job description and verify weekly the medical condition warranting an extension.

13.11 Union Leave.

Employees may request PTO or leave without pay to attend Union functions or programs.

Article 14. – STAFF DEVELOPMENT

14.1 Inservice Education/Orientation.

Inservice education and orientation programs will be made available and maintained (this includes department/unit staff meetings). 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 Labor/Management Committee. When inservice education 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 in-service 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 Department;
- 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.

14.2 Unpaid Educational Leave.

After one calendar year of continuous employment, permission may 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.

14.3 Paid Educational Leave at Employer's Request.

If the Hospital requests an employee to participate 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.

14.4 Other Paid Educational Leave.

After 12 months of continuous employment with the Hospital, employees will be allowed up to three days' (24 hours) paid educational leave at the employee's regular rate of pay, but such leave is subject to budgetary limitations and scheduling requirements of the Hospital and approval of the manager and/or appropriate executive 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. 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. Such educational leave addressed above is non-cumulative.

14.5 Rules and Regulations

14.5.1 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 and employees shall be required to use such equipment.

14.5.2 Employee Responsibilities.

Employees shall comply with all health and safety procedures of the Hospital.

14.5.3 Joint Responsibilities.

Employees and the Hospital shall comply with OSHA standards, WISHA 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 policies and procedures relating to the implementation of standards, guest relations and staff relationships.

14.6 Mission.

The Union, the Hospital and the employees recognize that the Hospital's mission is to provide quality, cost-effective health care to the public hospital 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.

Article 15. COMMITTEES

15.1 Labor/Management Committee.

The Employer and the Union will develop a joint Labor/Management Committee. The Committee will be composed of up to six (6) members appointed by the Union and up to six (6) members appointed by the Employer. There will be a co-chair for the Union, and a co-chair for the Employer. The purpose of the Committee is to foster improved communications between the Employer and the employees. The function of the Committee shall be advisory. Any

member of the Committee may propose issues to be discussed, which will be placed on the Committee's agenda. The Committee will establish a mutually agreeable meeting schedule, meeting at least bi-monthly. Committee members will suffer no loss of pay if they attend Committee meetings with Employer representatives during work hours. The Employer and the Union agree to Labor/Management Committee training to commence no later than ninety (90) calendar days after ratification of this Agreement. Both parties agree that the training shall be provided by an employee of the Public Employment Relations Commission (PERC).

15.2 Environment of Care Committee.

The Hospital will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Environment of Care Committee in accordance with all regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures for the workplace and its employees. The Committee shall include a bargaining unit employee appointed by the Union. Time spent attending Committee meetings shall be considered compensable work time. Employees are required to report any unsafe conditions to their supervisors and to the Committee and employees shall comply with all health and safety rules and regulations.

15.3 Staffing Concerns.

Employees with concerns about staffing should take those concerns to their supervisor at the time they occur. If the employee is unsatisfied with the supervisor's response, the employee should document the issues and provide the documentation on a timely basis to their manager. If the employee is unsatisfied with the manager's response, the employee may pursue their concerns through their chain of command. Such issues are appropriate for the Labor/Management Committee. Staffing issues may not be taken to arbitration unless the staffing issue involves an alleged violation of another provision of this Agreement. Employees who raise staffing and workload issues shall be free from restraint, interference, discrimination or reprisal.

Article 16. – GRIEVANCE PROCEDURE

16.1 Grievance Defined.

"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.

16.2 Grievance Procedure.

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 and/or the Union shall reduce the grievance to writing and shall present the written grievance to the immediate supervisor. The employee (the Shop Steward/Delegate and/or Union Representative, if requested by the employee) shall meet with the employee's immediate supervisor and in no event the meeting shall be scheduled no 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 and provide a written reply following the meeting.

Step 2 – Employee, Shop Steward/Delegate, Union Representative and Department Manager/Director. If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or Shop Steward/Delegate and/or Union Representative shall reduce the grievance to writing and shall present the written grievance to the department manager/director 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 Shop Steward/Delegate and/or Union Representative, if requested by the employee) and the department manager/director shall be held. The department manager/director shall issue a written reply within 14 calendar days following receipt of the grievance.

Step 3 – Appropriate Executive Officer 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 appropriate executive officer by the employee (and authorized representative), who shall meet within 14 calendar days for the purpose of resolving the grievance. The executive officer shall issue a written decision within 14 calendar days of the Step 3 meeting.

Step 4 - Mediation: If no resolution of the grievance occurs at Step 3, either party may request in writing, a mediator from the Public Employment Relations Commission (PERC) within fourteen (14) calendar days from the date the Step Three Decision was postmarked. If no mediator is requested or no resolution is reached as a result of the mediation process, the Union may proceed to Step 5 – Arbitration.

Step 5 – Arbitration. Any grievance as defined above that has been properly and timely processed through the grievance procedure set forth above including Step 4 mediation that has

not been resolved at the conclusion thereof, may be appealed to arbitration by the Union. All other matters are excluded from arbitration. The Union is to initiate such review by written notification to the Hospital's Chief Human Resources Officer, postmarked within fourteen (14) calendar days from the date the Step Three decision was postmarked or fourteen (14) calendar days from the end of mediation that had no resolution. If the grievance is appealed to arbitration, representatives of the Hospital and the Union shall consult within seven (7) calendar days following the Hospital's receipt of the notice of appeal to attempt to agree on the selection of an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within seven (7) calendar days after failure to agree, request the Federal Mediation and Conciliation Service to supply a list of nine (9) qualified arbitrators and the parties shall alternately strike names from such list until the name of one arbitrator remains who shall be the Arbitrator. The party to strike the first name shall be determined by coin toss. The Arbitrator shall be notified immediately of his or her selection by letters from the Hospital and the Union requesting that a time and place for an arbitration hearing be set as soon as possible, subject to the availability of representatives of the Hospital and the Union, and the letters shall specify the issue or issues to be arbitrated.

16.3 Arbitrator's Authority.

The Arbitrator shall promptly establish a date, time and place to conduct an arbitration hearing. The Arbitrator shall consider only the particular issue or issues presented by the written grievance and his or her decision shall be based solely upon his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the written terms of this Agreement. The Arbitrator shall have no authority to award punitive damages. If the Arbitrator should conclude that the Hospital was not expressly prohibited by this Agreement from taking the action grieved, he or she shall have no authority to change or restrict the Hospital's action. Whenever the Hospital has exercised good faith discretion in any particular instance, the Arbitrator shall not reverse that exercise of discretion and substitute his or her own judgment for that of the Hospital. Unless a specific provision of this Agreement expressly grants the Union a right, privilege or benefit claimed by it, the Arbitrator shall not grant any such right, privilege or benefit to the Union. Unless the Arbitrator exceeds the limits and restrictions on his or her authority as set forth above, the Arbitrator's decision shall be final and binding.

16.4 Expenses.

Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.5 Time Limits.

A grievance must be filed within the time limits set forth below, inclusive of timely appeals. If the grievance is not timely filed or appealed, then the grievance will be forever waived and lost.

16.6 Union/Class Grievance.

A grievance filed by the Union on behalf of an employee involving a group of employees in the bargaining unit may be introduced at the second step of the grievance procedure by the Union, but the grievance must be timely filed in writing within 14 days of the date on which the employee reasonably should have known of the existence of the grievance.

Article 17. – MANAGEMENT RIGHTS

17.1 Management Rights.

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 any reason or to reduce hours; to recall employees; to require overtime work of employees; and to promulgate, revise and rescind 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

18.1 No Interruption of 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 nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, picketing, walkout, slowdown, or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate discharge.

Article 19. – GENERAL PROVISIONS

19.1 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 rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

19.2 Past Practices.

Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Certain benefits and practices presently exist which are not specified in this Agreement, and it is understood that their continuation for the term of this Agreement is not required or guaranteed. Unless specifically provided herein to the contrary, prior benefits and past practices shall not be binding on the Hospital.

19.3 Amendments.

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

19.4 Subcontracting.

Should the Hospital decide to subcontract to a third party work covered by this Agreement and discontinue having bargaining unit employees perform that work, the Hospital shall provide the Union with at least ninety (90) days prior notice and an opportunity to bargain over the effects of such a decision. The Hospital will meet and confer with the Union regarding the reasons for the subcontracting and provide, upon request, relevant information related to the subcontracting. The Hospital shall consider any options or alternatives to subcontracting proposed by the Union but any such proposals shall be advisory and not be binding on the Hospital. This provision shall not apply to a decision to discontinue a line of service or to close a department or patient care unit, or to an internal transfer or relocation of work to another facility owned and operated by the public hospital district, or to the utilization of agency, travelers or temporary personnel, or to existing work that has been customarily and historically subcontracted, or to work requiring specialized and unique skills and/or equipment not generally available within the bargaining unit or where training cannot be reasonably provided, or to overload work, or to new work that cannot feasibly be performed by bargaining unit employees.

19.5 Internal Transfers.

Should the Hospital decide to transfer work out of the bargaining unit to a facility or location owned and operated by the public hospital district, the Hospital shall provide the Union with at least thirty (30) days prior notice and an opportunity to bargain over the effects of such a decision. Should the Hospital decide to transfer work into the bargaining unit from a facility or location owned and operated by the public hospital district, the Hospital shall provide the Union with at least thirty (30) days prior notice and an opportunity to bargain over the pay grade to be assigned to the position(s) performing the work and any related differentials and/or premiums.

19.6 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.

APPENDIX A – PAY GRADES

Job Title	Pay Grade
ENVIRONMENTAL AIDE	1
HOST/HOSTESS	1
CASHIER	1
GRILL COOK	2
RECEPTIONIST	2
DISTRIBUTION/REC CLERK*	3
NURSE ASSISTANT CERTIFIED	3
WAREHOUSING ASSISTANT	3
CHEF	4
ENVIRONMENTAL AIDE SENIOR	4
ENVIRONMENTAL MAINTENANCE	4
ENVIRONMENTAL SURGERY TECH	4
ROOM SERVICE COORDINATOR	4
SWITCHBOARD OPERATOR	4
CENTRAL STERILE TECHü	5
GI TECH (PCT/NAC)ü	5
NAC/UNIT SECRETARY	5
UNIT SECRETARY	5
UNIT SEC/INTERPRETER	5
UNIT SEC/TELEMETRY TECH/NAC	5
PATIENT REGISTRATION REPRESENTATIVE	5
PATIENT CARE TECHü	6
PATIENT CARE TECH/UNIT SECRETARYü	6
BUYER ENTRY*	7
EKG TECHNICIANü	7
READING ROOM ASSISTANT	7
TELEMETRY TECH ü	7
UNIT SECRETARY/SCHEDULER	7
TRAINER/QUALITY CLERK	7
ANESTHESIA TECH/CELL SAVERü	8
OB SCRUB TECH /UNIT SECRETARY	9
PHARMACY TECHNICIANü	9
OB SCRUB TECHü	9
BUYER II*	12

EXERCISE SPECIALIST*ü	12
RAD TECH/NON CERT	15
PFT LAB COORDINATOR*ü	16
RESP THERAPIST CERTIFIEDü	16
RAD TECHNOLOGISTü+	17
RESP THERAPIST REGISTEREDü	18
MAMMOGRAPHY TECHNOLOGIST	19
RAD/CT TECHü+	19
CT TECHNOLOGISTü+	20
CARDIOVASCULAR INVASIVE SPECIALISTü	20
SPECIAL PROCEDURES TECH*ü	23
MRI TECHü+	24
NUCLEAR MED TECH*ü+	24

* See Section 1.2

APPENDIX A1 - PAY SCALES

[Click here to see Pay Scales.](#)

ATTACHMENT A

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.

Memorandum of Understanding

Effective May 2017, a market competitiveness review will be done for all bargaining unit job classifications. Each year thereafter, the Employer will meet with the Union to review the Employer's annual market analysis by the end of May. If a dispute exists between the parties regarding the amount and/or application/implementation of a market competitiveness award, the issue shall be referred to mediation through the Public Employment Relations Commission (PERC). Prior to any market adjustments being implemented, both parties must agree to such adjustments.