

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COMMUNITY HEALTH CARE

AND

SEIU HEALTHCARE 1199NW

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ARTICLE I - PREAMBLE

1.1

THIS AGREEMENT is made and entered into by and between COMMUNITY HEALTH CARE, (hereinafter referred to as the "Employer") and SEIU HEALTHCARE 1199NW (hereinafter referred to as the "Union").

1.2

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

ARTICLE II - RECOGNITION

2.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees performing work in the classifications of work set forth in Appendix "A", "B", and "C" of the Agreement. This recognition extends to all employees who are employed at all of the Employer's existing and future facilities, to the extent permitted by law. Expressly excluded are all managerial employees, supervisory employees, guards, confidential employees as defined by the National Labor Relations Act and other classifications of employees heretofore not represented by the Union.

ARTICLE III - UNION SECURITY

3.1

It shall be a condition of employment that all current employees covered by this Agreement and all employees hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members.

3.2

All employees who become members of the Union shall as a condition of employment, maintain their membership in the Local Union in good standing for the duration of the Agreement.

3.3

Payment or tender of payment of initiation fees and dues uniformly required as a condition of membership shall constitute membership in good standing.

3.4

The employee may authorize assignment of wages for Union dues to be deducted by signing a dues authorization form. The Union agrees to indemnify and hold harmless, the Employer, its officers, employees and agents from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any monthly deduction made from wages of such employees for Union dues.

3.5

Upon the signing of this Agreement and monthly thereafter, the Employer agrees to make available to the Union an employee list reporting name, job title, work site, date of hire, rate of pay, gross earnings, FTE status, address, home telephone number and Employee ID number. New and terminated employees will be highlighted. The list will be submitted electronically or on disc in Excel format.

3.6

The Employer agrees to make bulletin board space available to the Union in every work site where the employer displays a bulletin board; provided such space shall not include bulletin boards generally accessible to the public.

3.7 Voluntary Contributions to COPE (Committee on Political Education).

The Employer agrees to deduct from the paycheck of each employee who has authorized it, an amount the employee voluntarily authorizes for political reasons. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon written request. The deduction shall begin the first payroll period following Employer's receipt of the authorization. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the contribution to COPE hereby undertake to indemnify and hold the Employer

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

3.8 New Employee Orientation.

A delegate or designee may meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, it shall be voluntary and shall be on unpaid time for both the delegate and the new employee.

Negotiations Release Time. Subject to patient care requirements or operational needs, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations. This is not to exceed one (1) bargaining unit employee from each work area, plus one employee at large, providing the employee(s) notify the manager as soon as the employee(s) has knowledge of future meeting dates.

3.9 Definitions Work Area:

Each of the following will constitute one "work area" as that term is used in this Agreement. A "work area" will be defined as a clinic. When multiple clinics exist in a single facility, each clinic within the facility will be considered a "work area". The Administration building will be considered one "work area".

3.10 Leave For Union Sponsored Activities.

Union officers, delegates and committee members will be provided time off without pay to attend activities sponsored by the Union. The parties recognize that patient care and operational needs must be given first priority when requests for leave are considered under this section, and approval of leave will be contingent on the ability to safeguard patient care and operational activities. Employees requesting leave under this section must submit a request for leave to the department manager at least thirty (30) days in advance of the leave date.

Subject to patient care and staffing needs, an employee may be granted an unpaid leave of absence for up to twelve (12) weeks to assume a position with the Union and the employee shall be entitled to return to his/her former position. The leave of absence may not exceed twelve (12) weeks.

3.11 Access to Premises.

Duly authorized representative of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have

access to employees' lounges (break areas) or patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of a clinic or other employer operations.

3.12 Delegates.

The Union may select one (1) bargaining unit employee from each Work Area to function as a delegate, plus one delegate "at large". Delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during the non-working time of the delegate and the individual employee and shall not interfere with the work of other employees.

3.13 Employee Participation in Union Training.

Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates and members of contract committees may use eight (8) hours per calendar year of their continuing education leave/time to attend union-sponsored training in leadership, representation, and dispute resolution. The union must provide written notification to the Employer's Human Resources Division yearly of the names of Union officers, delegates and members of contract committees in order for those individuals to be eligible to access their continuing education leave/time under this provision. In any given year, the number of individuals in any given Work Area who may use continuing education leave/time for this purpose shall be limited to two (2).

3.14 Meeting Rooms.

In accordance with the CHG policy, the Union may use designated meeting rooms of CHG for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to and confirmed by the Human Resource Director or designee and space is available.

ARTICLE IV - MANAGEMENT RIGHTS

4.1

The Union recognizes the Employer's interest in serving the public with the highest quality of medical care. The Union further recognizes the rights of the Employer include but are not limited to the right to operate and manage its clinics, including the right to require

standards of performance; to direct employees and to determine working schedules; hours and days of operation and job assignments; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to discontinue work for economic, medical or operations reasons; to hire employees; to promote employees; to discipline or discharge employees for just cause; to lay off employees; to recall employees; to require overtime work, and to promulgate rules, regulations and personnel policies, provided that the exercise of any such rights shall not violate any of the provisions of this Agreement.

ARTICLE V - HOURS OF WORK AND OVERTIME

5.1 Workday.

A normal workday shall consist of eight (8) hours work to be completed within nine (9) consecutive hours OR ten (10) hours of work to be completed within eleven (11) consecutive hours with a one (1) hour meal period on the employee's own time. Should an employee be required by the employee's immediate supervisor to be on call or work during his/her lunch period, such time shall be considered as time worked for pay purposes in computing pay for overtime. There is no guarantee of employment for any particular number of hours per day.

5.2 Workweek.

The normal workweek shall consist of forty (40) hours of work within a seven (7) consecutive day pay period or eighty (80) hours within a fourteen (14) consecutive day pay period. The workdays and workweeks as specified in this article shall not constitute guaranteed hours of work. There is no guarantee of employment for any particular number of hours per week.

- (a) An employee regularly scheduled to work ten (10) hours per day for four (4) consecutive days; two (2) twelve (12) hour days and two (2) eight (8) hour days or other configurations of forty (40) hours in a workweek shall be considered a regular full-time employee

5.3 Overtime.

Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay beyond forty (40) hours in a work week. All overtime must be approved in accordance with personnel policies. For purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential.

Schedules shall not be changed during the workweek for the purpose of avoiding overtime unless changed by mutual consent between the employee and the Employer. There shall be no pyramiding of overtime.

- (a) If a supervisor or provider requires that the employee remain at their post longer than the regular eight (8) hour shift, this time will automatically be counted as being approved as overtime, if the employee works over forty (40) hours in a workweek.

5.4 Rest Periods.

Employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours worked. Employees shall not leave work early instead of taking their fifteen (15) minute breaks.

5.5 Rest Between Shifts.

Each employee shall have an unbroken rest period of at least twelve (12) hours between shifts. In the event that an employee is required to report to work in less than twelve (12) hours following completion of the previous day's work, whether due to call-back or normal scheduling, the first two (2) hours of the subsequent shift shall be compensated at the regular rate of pay plus one-half.

Schedules shall not be changed during the workweek for the purpose of avoiding premium pay provided by this article unless changed by mutual consent between the employee and the Employer.

There will be no scheduling of split shifts unless mutually agreed to between the employee and the supervisor.

5.6 Work On Day Off.

Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the hours worked.

5.7 Lunch Break.

Lunch breaks are to be observed in accordance with state laws. Each employee shall be scheduled for an unpaid lunch period of one (1) hour. Lunch periods shall be scheduled not earlier than three (3) hours nor later than five (5) hours from the beginning of the shift unless otherwise mutually agreed to by the employee and the Employer.

5.8 Inclement Weather.

The Employer is a health service organization and therefore will attempt to remain open for those employees who can get to work during periods of inclement weather. At times, however, severe weather (snow, ice storms or emergencies, such as fire, power failures and earthquakes), or other "acts of God," may disrupt normal operations and work schedules. The Employer will make decisions on closings based upon the best information available and notify employees by 6:00 a.m. of any closure or delayed opening. The President/CEO is responsible to make the determination and communicate the information through reliable methods.

Employees are expected to report to work at their usual report times unless specifically notified by the Employer that a clinic/office is either closed or the opening will be delayed.

Employees whose facility has been officially closed by the CEO, or designee, will be paid for the hours that they were scheduled to work. Employees whose facility has been officially closed may be assigned to another facility at the discretion of the Employer. Employees whose facility is officially open will not be paid if they do not show up for work. Employees are ultimately responsible for their own safety. Therefore, scheduled employees who choose not to come in may take unpaid time, vacation or sick leave for hours that they would have worked. Those employees who cannot come in will call into their supervisors one hour prior to the scheduled (or rescheduled) opening time, unless their travel time is greater than one hour and this has been previously understood between the Employer and the employee. In that case, the employee will call in two (2) hours before the scheduled (or rescheduled) opening time. Days missed due to bad weather will not be subject to the absenteeism policy.

5.9 Unsafe Condition.

If the Employer determines that an unsafe condition exists at any clinic, employees may be transferred temporarily to another clinic at the Employer's option unless the employee can demonstrate the transfer would cause undue hardship. If not transferred, the employee may take vacation, sick time or unpaid hours.

5.10 Low Census.

Low census is defined as a decline in patient care requirements or workload in a particular department or clinic resulting in the need for a temporary staff decrease. When the Employer determines that low census applies, the Employer will send employee(s) home or, at its option, temporarily re-assign employees to another clinic, unless the employee can demonstrate that the transfer would cause undue hardship. The employee sent home may use his/her vacation hours (if eligible and available) for compensation or take the hours unpaid.

The Employer will implement the assignment of low census using the following order:

- A. Per diem employees and/or Agency Employees

- B. Employees scheduled for an overtime shift
- C. Volunteers to go home on low census
- D. Regular scheduled employees in rotation

In the event there are no volunteers, the Employer will reasonably attempt to rotate low census equitably among employees, starting with the least senior employee first, provided skills, competence, ability and availability are considered equal, as determined by the Employer.

5.11 Posting of Schedules.

The employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective. Except for emergency conditions involving patient care, low census conditions and other unforeseeable conditions beyond the Employer's control, individual scheduled hours of work set forth on the posted work schedule may only be changed by mutual consent. In all cases, reasonable good faith efforts will be made to notify all affected parties when a change is made.

ARTICLE VI - SENIORITY

6.1

Agency seniority shall mean an employee's continuous length of service with the Employer from his or her most recent date of hire. This date shall not be changed except as otherwise specified in Article VI. Classification seniority shall be defined as length of continuous employment from the date of hire or transfer into a job classification listed in Appendix "A".

6.2

No seniority shall apply to an employee until he or she has completed the required probationary period of six (6) continuous months of service. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority back to his or her most recent date of hire.

Per Diem employees that convert to regular status will be subject to a probationary period of 90 days if they have been employed in the same department and the same job classification for 90 (ninety) calendar days and worked an average of sixty-four (64) hours per pay period.

6.3

Agency seniority shall be the governing factor in transfer and shift changes when factors such as skill, competence, and ability are equal. Such factors shall be related only to job criteria and shall be applied in a fair and reasonable manner. The Employer shall be the judge as to the qualifications and competence of its employees.

6.4

- a. In the event of a layoff or a reduction in hours, the Employer shall give the Union and any employee involved not less than twenty-one (21) calendar days prior notice. For purposes of layoff and recall, an employee shall retain seniority in each job classification previously worked. In the event of a layoff or reduction of hours, classification seniority shall be the determining factor provided the remaining employees are qualified to perform the duties as determined by the Employer. An employee may bump into a job classification in which seniority has previously accrued. Upon layoff, the employee shall be placed on a recall roster and shall be eligible for recall for a period of up to one (1) year from the date of layoff. The Union and the Employer will meet within five (5) days from the date of the notice of layoff or reduction in hours is given.
- b. Recall of employees from layoff shall be in the reverse order of the layoff by seniority to job classifications in which seniority has been accrued and for which the employee is qualified. Employees shall not accrue either agency or classification seniority while on layoff but shall retain both agency and classification seniority accrued up to the time of layoff. Upon recall, an employee shall again accrue seniority. The Employer shall notify an employee of his/her recall to work by certified mail to the employee's last address on file with the personnel department. Failure of an employee to report to work upon recall within five (5) working days from the date of delivery of the recall notice shall be cause for seniority rights to be broken.
- c. A seniority roster based on length of service within each classification shall be available for inspection.

6.5

For employees placed on layoff, efforts will be made to utilize them first when on-call hours become available. The Employer shall notify employees on the recall roster by certified mail of bargaining unit openings, and those employees will be given consideration for cross-training opportunities within the bargaining unit.

While on the recall roster, employees shall keep the Employer aware of their status, if requested by the Employer, but not more than monthly. Failure by an employee to do so when requested by the Employer shall cause seniority rights to be broken.

6.6

Seniority rights shall be broken for the following:

- a. Termination or discharge
- b. Resignation
- c. Retirement
- d. Layoff of twelve (12) consecutive months
- e. Failure to return in accordance with terms of a leave of absence or when recalled from layoff
- f. Off work due to illness or injury as certified by a physician for twelve (12) consecutive months

ARTICLE VII - HOLIDAYS

7.1

Regular employees whether full-time or part-time shall qualify for holiday pay when they are in a paid status both on their last scheduled workday before the holiday and their regularly scheduled workday following the holiday.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday in November)

The day immediately following Thanksgiving Day

Christmas Day (December 25)

Floating Holiday

7.2 Work on Holidays.

Full-time and part-time employees required to work on the observed holidays shall be paid regular straight time pay plus up to eight (8) hours holiday pay at straight time provided that:

- (a) All full-time and part-time employees required to work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day shall be paid one and one-half (1-1/2) times their regular rate of pay for hours worked on such holidays, plus eight (8) hours holiday pay or a pro-rata portion thereof.
- (b) Work on holiday weekends. Full-time and part-time employees required to work any hours on the weekends of the Thanksgiving holiday and holidays occurring on Monday or Friday, shall be paid at one and one-half times (1-1/2) their regular rate of pay for all hours worked.

7.3

Part-time employees placed on a full-time schedule at least two (2) weeks prior to a holiday and working full-time at least two (2) weeks following the holiday shall be compensated a full eight (8) hours for the holiday.

7.4 Holidays on Regularly Scheduled Work Days.

If a holiday falls on a full-time or part time employee's regularly scheduled workday, the employee shall receive straight-time pay for the hours they would have normally worked. Part-time employees shall receive pro-rated pay calculated by multiplying their assigned FTE times the number of hours worked in their normal workday.

ARTICLE VIII - VACATIONS

8.1

- a. Regular employees whether full or part-time, shall qualify for vacation accrual from their most recent date of hire. Vacation shall be credited to employees each pay period. Provided the requirements of Section 8.2, Vacation Scheduling, have been met, non-probationary employees shall be eligible to use credited vacation upon receipt.
- b. Employees hired on or before June 2, 2000, shall accrue vacation accordingly:

Years	Days
1	12

2	13
3	14
4	14
5	15

For each completed year of employment after the fifth (5th) year, one (1) additional day of vacation leave with pay is earned up to a maximum of thirty (30) days.

c. Employees hired after June 2, 2000 shall accrue vacation accordingly:

Years	Days	Years	Days
1	10	11	16
2	10	12	17
3	11	13	18
4	11	14	19
5	12	15	20
6	12	16	21
7	13	17	22
8	13	18	23
9	14	19	24
10	15	20	25

- d. Vacation accrual rates based on length of service shall be credited on the employee's anniversary date of hire.
- e. Part-time employees will accrue time in direct ratio to the number of hours worked compared to 40 hours.
- f. Probationary employees will accrue vacation from their date of employment but will not be eligible to use the time until successful completion of the probationary period.
- g. The maximum number of accumulated vacation time which can be carried from one year to another eighty (80) hours.

8.2 Vacation Scheduling.

By March 1 of each year, employees will notify the Employer of their proposed vacation time. Each area supervisor will post a sign-up sheet not later than February 1 of each year to allow employees to make known their vacation preference. This process shall be completed by March 1. Confirmation of scheduling of those dates chosen and acceptable shall take place no later than March 1^{5th}. Conflicts in scheduling vacation shall be resolved on the basis of accumulated agency seniority.

ARTICLE IX - AMERICANS DISABILITY ACT

9.1

The parties agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability unless the disability precludes the person from performing the essential functions of the employment position, with or without reasonable accommodations. The seniority provisions of this Agreement apply as indicated, except in the instance of actions necessary to comply with federal or state legislation regarding mental, physical or sensory disability.

9.2

All policies and rules promulgated by the Employer, as well as its contractual obligations shall be enforced consistently and uniformly by management.

ARTICLE X - HEALTH & WELFARE

10.1

The Employer agrees to provide medical/vision and dental benefits for all part-time and full-time employees. Coverage shall commence on the first of the month following thirty (30) days of continuous employment.

Employee medical coverage:

Effective the 1st of the month following the month in which this Agreement is ratified:

- (1) 90% Employer/10% Employee cost share for Access PPO Plan
- (2) Dependent coverage will be covered 53% Employer/47% Employee for Access PPO Plan
- (3) 95% Employer/5% Employee cost share for Core HMO Plan.
- (4) Dependent coverage will be covered 75% Employer/25% Employee for Core HMO Plan

Employee dental coverage:

- (1) 95% Employer/5% Employee cost share
- (2) Dependent coverage will be covered 53% Employer/47% Employee

If the premium increase is more than 15% in any given year, Employer reserves the right to reopen negotiations for health and welfare.

10.2 Disability.

The Employer will pay 85% of employee coverage under the Employer's Disability Policies.

10.3 Life Insurance.

The Employer agrees to continue to provide whole life insurance in accordance with the policy existing prior to the Agreement.

ARTICLE XI- EDUCATION AND TRAINING

11.1

With prior approval from the Employer, an employee desiring additional courses of study, workshops or training sessions, will receive registration and travel expenses in accordance with the following. This money and time is not transferable into the next calendar year. Employees who wish to have prepayment must sign a waiver on CE (Continuing Education) form stating that they will have the amount advanced, payroll deducted. Also, a payment voucher must be signed by employee and supervisor and submitted with CE form to ensure payment. Finally, all forms must be submitted at least four (4) weeks in advance of the training. Requests under this Article will not be unreasonably denied. Employees will receive approved CE monies within thirty (30) days of reimbursement request.

11.2

An annual continuing education fund of four hundred dollars (\$400) per employee will be available in accordance with Section 11.1. This section does not apply to probationary employees or employees who have given notice of intent to terminate their employment.

ARTICLE XII - LEAVE OF ABSENCE

12.1

All leaves are to be requested from the Employer in writing as far in advance as possible stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the employer within thirty (30) days. When denied, the employee may request a review of denial.

- (a) Leaves of absence shall be granted pursuant to federal or state family leave laws. If a particular period of leave qualified under both the Family and Medical Leave Act of 1993 (FMLA) as amended and state law, the leaves shall run concurrently as permitted by law. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Alleged violation of the Family Leave provisions shall be submitted to the grievance procedure set forth herein in accordance with the Family Leave law. Details of both federal and state leave laws shall be available for employees to review.

12.2 Personal Leave.

An employee, at the discretion of the Employer, may be granted a personal leave without pay of up to thirty (30) days without loss of seniority or benefits.

12.3 Pregnancy Disability Leave.

The Employer shall comply with all rules and regulations regarding pregnancy disability leave.

12.4 Parenting Leave.

Parenting leave without pay shall be granted upon request of the employee for a period of up to three (3) months for parenting purposes. Parenting leave may consist of accrued vacation, sick leave, and/or leave without pay. The Employer may grant up to three (3) additional months of leave.

Employees who return to work within ninety (90) days shall be guaranteed a return to their former position.

12.5 Leave for Health Reasons.

After one (1) year of continuous employment, leave of absence may be granted without pay for health reasons upon the recommendation of a physician for a period of twelve (12) months. The Employer will review mitigating circumstances that could extend the time frame.

12.6 Sick Leave.

Full-time employees shall accrue 3.69 hours of sick leave per pay period to a maximum accrual of five hundred twenty-eight (528) hours. Part-time employees shall earn and accrue sick leave proportionate to the number of hours worked. Hours of sick leave accrued in excess of five hundred twenty-eight (528) hours shall be paid to the employee on the basis of one (1) hour of pay for each four (4) hours of accrued sick leave. The Employer shall pay excess accrued sick leave at least (2x) annually.

An employee may convert four (4x) days accrued sick leave to one (1x) day of paid vacation provided the employee maintains not less than one hundred sixty (160) hours of accrued sick leave.

All accrued sick leave may be used for family illness and/or emergency.

- (1) Immediate family spouse, registered domestic partner, children, stepchildren, parents, grandparents, in-laws, residing in same household.
- (2) Emergency - immediate, emergent situation with the potential of threat to life, limb, or property.

12.7 Jury Duty.

Employees on jury duty will be paid their regular pay to a maximum of twenty-three (23) days pay within a twelve (12) month period.

ARTICLE XIII - FUNERAL LEAVE

13.1 Funeral Leave.

Employer to provide three (3) days of paid funeral leave to non probationary employees in the event of a death in the immediate family. One (1) day of which shall include the day of funeral or memorial service. Additional time off for bereavement may be scheduled as either sick leave or vacation time. Immediate family shall mean spouse, children, stepchildren, parents, grandparents, mother/father-in-law, siblings and registered domestic partner.

ARTICLE XIV - GENERAL RULES

14.1 Mileage.

Mileage payments for use of personal cars will be paid by the Employer at the rate equivalent to that of the Internal Revenue Service. Mileage reimbursement will be paid within thirty (30) days of submission.

14.2 Compensation for Layoff & Termination.

An employee who is terminated, laid off, or resigns, will receive all wages and vacation pay at the next scheduled payday. Probationary employees are not entitled to vacation pay.

Vacation pay consists of all accrued vacation hours as of the termination date less any vacation taken during the last pay period.

14.3 Non-Discrimination.

The Employer and the Union agree that employment shall be consistent with applicable State and Federal laws regarding discrimination. The employer will share the annual EEO-1 reports with the Labor Management Committee. Upon request, EEO summary data will be provided for physicians, mid-levels and registered nurses.

14.4 Medical Attire.

The Employer will reimburse direct patient care staff, excluding dental staff, up to \$125/year for purchase of professional medical attire. Non-patient care staff in the clinics will be reimbursed up to \$60/year for the purchase of professional medical attire. Dental staff will have professional medical attire provided and laundered by the Employer. Dental staff will be reimbursed up to \$70/year for the purchase of additional medical attire.

14.5 Floating Employees.

The Employer shall employ two (2) Floating Medical Assistants and such other float(s) as the Employer determines. They shall be considered as regular employees and eligible for all benefits provided by the Labor Agreement.

14.6 On-Call Employees.

On-Call employees shall be defined as employees hired to supplement the regular work force to provide coverage for emergencies, illness, vacations or other employee absences. No regular part-time or full-time employee shall be laid off because of the use of any on-call employee. No on-call employee shall work if a regular employee is available and willing to work a shift. On-call employees shall not receive any benefits. Upon request from the Union, the Employer will meet with the Union to review the status of any on-call employee who the Union believes may be inappropriately classified (working the equivalent of a part-time or full-time position). If the employee has been inappropriately classified, a new regular status position shall be created and posted in accordance with regular job posting procedures.

14.7 Privacy & Confidentiality.

All employees will be cognizant of privacy and confidentiality as it relates to patient records or conversations which may be overheard by non-staff. Management shall promulgate policies which help staff to attain this standard.

14.8 Break/Rest Area.

The Employer will provide a break/rest area for employees to use at each of its facilities. In no case shall employees eat in patient care areas (i.e., examination room, dental areas).

In the event that no space is available to be used in this capacity, the employee may choose to eat off the premises or at their desk.

14.9 Company Vehicles - Servicing.

The Employer shall provide regular safety and maintenance inspections and/or service for all company vehicles used by staff. Staff will immediately report any concerns of same to the Employer for correction. The Employer and affected staff will meet and arrive at a mutually agreeable regular maintenance schedule for the vehicle.

14.10 Multi-Lingual Employees.

Employees who are used as interpreters shall receive one

(1) Additional step on the longevity scale in Appendix "A", "B" and "C". In order to be used as an interpreter and qualify for the one (1) additional step increase:

(a) The Employer will require such employees to demonstrate their competency by passing a written and oral exam as determined by the Employer.

(b) All multi-lingual employees used as interpreters must be fluent in a language spoken by at least 5% of the patient population.

ARTICLE XV - DISCIPLINE AND DISCHARGE

15.1

The Employer shall have the right to discipline or discharge any employee for just cause. Probationary employees may not file a grievance contesting any discipline or their discharge. A copy of all written disciplinary actions shall be given to employees who may place in their personnel file a written rebuttal to any disciplinary document.

ARTICLE XVI - GRIEVANCE PROCEDURE

16.1

A grievance is defined as a dispute involving the interpretation or application of the provisions of this Agreement that arises during the term of the Agreement. It is the intent of the parties that the following procedure shall be the exclusive remedy for resolving

disputes as herein defined. Grievances may be filed by the Union or employees. Probationary employees may not use this Article to contest their discipline or discharge.

16.2

The Union shall be the exclusive representative of the employee with respect to the processing disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators.

16.3

It is the intent of the parties that time limits referred to in this Article be strictly adhered to. However, they may be waived or extended by written mutual agreement between the Union and Employer. If the Employer fails to answer a grievance within the next time specified, the grievance shall automatically advance to the next step in the grievance procedure. If the employee or Union fail to file or advance a grievance within the time specified, the grievance shall be considered waived.

16.4 Step One.

The employee with or without the presence of a delegate shall first submit the grievance (except suspension or discharge) in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date of occurrence. The supervisor shall provide the employee with a written answer within fourteen (14) calendar days. All grievances shall be in writing and shall include:

- (a) a statement of the grievance and relevant facts;
- (b) specific provision(s) of the Labor Agreement allegedly violated; and
- (c) the remedy sought to redress the grievance

Suspension and discharge grievances shall be submitted directly to Step Two:

16.5 Step Two.

In the event the matter is not resolved in the preceding step, it shall be referred to the Department Director, or his/her designee, and the Union's organizer or delegate, within fourteen (14) calendar days of the supervisor's answer. Grievances involving suspension or discharge must be initiated at this step in the grievance procedure within fourteen (14) calendar days from the date of occurrence. A conference between the employee and Department Director or his/her designee, shall take place within ten (10) calendar days from the date the grievance was submitted to the Department Director. The Department Director shall provide a written response within fourteen (14) calendar days from the date of the meeting.

16.6 Step Three.

If the grievance is not settled on the basis of the foregoing procedures, the employee with the assistance of the Union may submit the issue in writing to the President/CEO or his/her designee within fourteen (14) calendar days after receiving the response from the Department Director. The President/CEO or his/her designee shall schedule a meeting with the grievant and a Union delegate or organizer within fourteen (14) calendar days to hear the grievance. The President/CEO or his/her designee shall issue a written reply within thirty (30) calendar days following the meeting.

16.7

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specified procedures, requirements, and time limitations specified herein, the Union may submit the issue in writing to final and binding arbitration within ten (10) calendar days following receipt of the answer from the President/CEO. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on the arbitrator, a panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be final and binding on all parties. The arbitrator 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. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made based upon established criteria. 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 shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.8

Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits of a grievance. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

16.9

The Union agrees not to request arbitration of any grievance alleging a violation of Article IX, Article XXII, Sections 12.1, 12.3, 12.4, 12.5 and Article XIV, Section 14.3, unless the grievant accepts the Arbitrator's decision as final and binding and in lieu of any other procedure that might be available to the grievant.

ARTICLE XVII - JOB OPPORTUNITIES

17.1 New or Modified Positions.

If the Employer creates a new classification or substantially changes the requirements, responsibilities or duties of an existing classification, the Employer shall provide electronic notification to the Union, including the position description and proposed rate of pay, at least thirty (30) days prior to the implementation of the new or revised position. If the Union requests, the parties shall meet to bargain the rate of pay, but such request shall not delay the implementation of the new or revised position, including the proposed rate of pay.

17.2 Job Description.

The Employer will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto. Upon request to the immediate supervisor, the Employer will provide employees with a current job description.

ARTICLE XVIII - LABOR MANAGEMENT COMMITTEE

18.1 Staffing.

The Employer will make every good faith effort, within reasonable fiscal practice, to adequately staff positions covered by this Agreement and provide appropriate and reasonable relief coverage.

18.2

The parties agree that to assist this effort a Labor Management Committee shall be convened at a mutually agreeable date[s] and time[s] to review staffing, scheduling and healthcare and wellness issues. The committee meeting[s] to discuss healthcare and wellness issues will consist of two (2) representatives from the bargaining unit including one (1) organizer and two representatives from the employer plus the broker as a non-member participant if applicable. The parties may invite other participants to the meeting as may be mutually agreed. Subject to any limitations imposed by HIPAA or other applicable law, the committee may review utilization data, wellness options, disease management and pharmacy costs. The committee will submit its joint recommendation (if any) to management in early June prior to open enrollment. The function of this Committee shall be limited to an advisory rather than a decision making capacity.

ARTICLE XIX - RETIREMENT PLAN

19.1

The Retirement plan will be maintained at the contribution rate set by the Board of Directors as long as it is set the same for non-union employees as Union employees. There shall be no reduction in contribution for retirement benefits until the Employer has met and conferred with the Union.

ARTICLE XX - SAFETY AND HEALTH

20.1

The Employer agrees to provide a safe and healthful workplace and will adhere to all State and Federal safety and health statutes.

ARTICLE XXI - WAGES

21.1

Appendix F (12/1/16 start)" is the salary scale in use at the time this Agreement is ratified.

On 12/1/16, all employees will receive a 3% across the board wage increase, applied to the wage scale.

Between December 1, 2016 and November 30, 2017, employees will receive a step increase on their anniversary date. Employees at step 20 will receive a 2% one-time lump sum payment of their annual salary on their anniversary date.

21.2

When an employee works temporarily in a different classification, he/she shall receive the rate of pay of the step in the new classification, which is closest to his/her current pay. In no event shall the employee be paid less than his/her current rate of pay. All employees shall be placed at their current pay scales as described herein.

21.3 Weekend Work.

Employees who are scheduled to work Saturdays shall get two dollars (\$2.00) per hour in addition to their regular rate of pay. Employees working Sundays shall get three dollars (\$3.00) per hour in addition to their regular rate of pay.

21.4 Report Pay.

Full-time and part-time employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low need shall receive a minimum of four (4) hours' pay at the regular rate of pay. This commitment shall not apply when the Employer has called to notify the employee at least one (1) hour before the scheduled start of the employee's shift, unless normal travel time is greater than one (1) hour and this has been previously understood between the Employer and the employee. It shall be the responsibility of the employee to notify the Employer of the employee's current address and telephone number.

21.5 Lead Pay.

At such times as it sees fit in its sole discretion, CHG may designate (or withdraw designation of) Lead assignments. Any employee designated as a Lead will be paid a differential of \$1.50 per hour for all hours of service as a Lead. The parties recognize that the employer may need Lead positions for a temporary period, and that the employer may withdraw Lead designation as it deems appropriate for operation of its business. The parties recognize that the employer may need lead positions to change and these changes will be discussed in the Labor Management Committee. Lead pay will be included in the regular rate of pay used for vacation, holidays and sick leave.

21.6 Training Pay.

At such times as it sees fit in its sole discretion, CHG may designate (or withdraw designation of) Trainer assignments. Any employee designated as a Trainer will be paid a differential of \$1.50 per hour for all hours of service as a Trainer. The parties recognize that the employer may need Trainer positions for a temporary period, and that the employer may withdraw Trainer designation as it deems appropriate for operation of its business. It is understood that employees in the ordinary course of their responsibilities are expected to participate in orienting the employee to department operations, procedures and processes, including providing informational assistance, support, guidance, audit and feedback to employees, and that employees will not be paid as Trainers. The parties recognize that the employer may need trainer positions to change and these changes will be discussed in the Labor Management Committee.

21.7 Float and Interpreter Pay.

Employees hired in a designated "floating" capacity under Article 14.5 and employees who are formally designated and assigned by CHG as Interpreters shall be paid a 2% differential.

ARTICLE XXII - SEPARABILITY

22.1

In the event that any provisions of this Agreement shall, at any time, be declared invalid or void by a court of competent jurisdiction, Legislative enactment, or Federal or State statute, it shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

22.2

In the event that any decision, Legislative enactment or statute shall have effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE XXIII - NO STRIKE - NO LOCKOUT

23.1

During the term of this Agreement, neither the Union, nor its members, agents, representative, employees or persons acting in concert with them shall incite, encourage or participate in 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 the same. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage will be subject to immediate disciplinary action up to and including termination. The Employer agrees that in consideration of the above, it will not lock out employees during the term of this Agreement.

Wage Scales

[Community Health Care wage scales.](#)