

AGREEMENT BETWEEN

**Trios Health
&**

Service Employees International Union, Healthcare 1199NW

Trios Health

2018 - 2022

(LPN/ORT)



SEIUHealthcare®
United for Quality Care

AGREEMENT BETWEEN

Trios Health

And

Service Employees International Union, Healthcare 1199NW

LPN/ORT

August 8, 2018

To

July 31, 2022,

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1. PURPOSE	3
ARTICLE 2. RECOGNITION	3
ARTICLE 3. MANAGEMENT RIGHTS	3
ARTICLE 4. UNION MEMBERSHIP	4
ARTICLE 5. UNION REPRESENTATION	6
ARTICLE 6: DEFINITIONS	7
ARTICLE 7: EMPLOYMENT PRACTICES	9
ARTICLE 8: SENIORITY	12
ARTICLE 9: HOURS OF WORK AND OVERTIME	14
ARTICLE 10: HOLIDAYS	16
ARTICLE 11: PAID TIME OFF/EIT	17
ARTICLE 12: COMPENSATION	17
ARTICLE 13: PAY PRACTICES	18
ARTICLE 14: HEALTH, WELFARE, 401(K) BENEFITS	20
ARTICLE 15: LEAVES OF ABSENCE	21
ARTICLE 16: ORIENTATION AND IN-SERVICE EDUCATION	21
ARTICLE 17: CONFERENCE COMMITTEE	21
ARTICLE 18: GRIEVANCE PROCEDURE	22
ARTICLE 19: NO STRIKES/NO LOCKOUT	24
ARTICLE 20: DRUG AND ALCOHOL POLICY	25
ARTICLE 21: GENERAL PROVISIONS	25

Update Appendix D – Articles Not Applicable to Clinic LPN to reflect appropriate Article Numbers.

AGREEMENT

This Agreement is made and entered into by and between Trios Health (hereinafter referred to as “Trios” the “Hospital” or the “Employer”) and the Service Employees International Union, Healthcare 1199NW (hereinafter referred to as the “Union”).

ARTICLE 1. PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality patient care by establishing equitable employment conditions and an orderly system of Employer-Employee relations that will facilitate joint discussions and cooperative solutions to mutual problems by Management and Employees.

ARTICLE 2. RECOGNITION

Section 2.1. The Hospital recognizes the Union as the representative for all Licensed Practical Nurses and Operating Room Technicians, excluding supervisors and all other employees, in accordance with the Department of Labor and Industries, Certification Case No. S.K. 1778, dated October 15, 1975, for the purpose of discussions and agreement with respect to rates of pay, hours of work and working conditions. This agreement includes LPNs employed at TMG Urgent Care-Columbia Center.

Section 2.2: Successorship. Ninety (90) days prior to completion of sale, the Hospital shall notify the Union in writing of the name and address of the purchaser. Upon request by the Union, the Hospital and the Union shall meet to discuss the transition and timeline of the sale. The purchaser’s obligations with regard to its bargaining obligations with the Union will be determined by applicable federal and state law.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1. Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to discipline and discharge for just cause, determine and redetermine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required and its staffing requirement and criteria; the right to determine and require standards of clinical performance and to determine the competency of employees; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place employees on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to

determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, or assigned to employees outside this bargaining unit (including supervisors); to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. The matters set forth herein shall not be subject to Arbitration.

Section 3.2. In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days' advance written notice. During this notice period, the Employer and the Union will meet to negotiate and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler staffing, will not be construed as contracting unit work.

ARTICLE 4. UNION MEMBERSHIP

Section 4.1: Membership. Except as specified below, all employees covered by this Agreement, who are members of the Union as of August 8, 2019 shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after August 8, 2019 shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing in the Union. Employees covered by this Agreement who, as of August 8, 2019, are not members of the Union shall not be required to join the Union. In good standing, for purposes of this Agreement, is defined as paying Union dues on a timely basis as are uniformly applied to other members of the union for the class of membership appropriate to employees of the bargaining unit.

Section 4.1.1: Notice. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employer fulfills the membership obligation set forth in this Agreement.

Section 4.1.2: Alternative to Membership. Any employee who is or becomes a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. If the employee has not opted out as part of Section 2, the employee would be required to pay the monthly amount, in the alternative, the employee will be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee. This alternative must be declared in writing by the employee and the employee must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

Section 4.1.3: The Hospital shall make newly hired employees covered by this Agreement

aware of the membership conditions of employment at the time of hire.

Section 4.2: Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. During the term of this Agreement, the Employer shall also make a one-time deduction applicable to the Union's initiation fee from the pay of each member of the Union who voluntarily executes a wage assignment authorization form for that purpose. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues and/or initiation fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Section 4.3: Voluntary Political Action Fund Deductions. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Section 4.4: Roster. Upon the effective date of this Agreement, the Hospital will supply to the Union a roster of employees in the bargaining unit. The list will include names and job classifications. The Hospital will provide a list of new hires upon the request of the Union, but such requests may be made no more often than once a month.

Section 4.5: Local Unit Chairperson (LUC). The Union shall have the right to select an LUC from among employees in the bargaining unit. Union business performed by the unit officers, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). The LUC or designee will be allowed one half hour on her or his own time at a time mutually agreed upon between the LUC and the Director of Human Resources for the purpose of introducing the Union contract to new employees. This will normally occur within two weeks of the hire date of new employees. The Human Resources Department shall timely notify the LUC of each new hire. The Union shall provide a current list including the LUC and committee members after the effective date of this Agreement and on the date of any changes. The LUC shall be given reasonable release time without pay if necessary to adjust grievances.

ARTICLE 5. UNION REPRESENTATION

Section 5.1: Access to Premises. A duly authorized representative of the Union, after notifying the Director of Human Resources or his/her designee, may visit the work location of employees covered by this Agreement for the purpose of investigating grievances and investigating conditions existing on the job. Such representatives shall limit their activities during an investigation to matters relating to this Agreement and not interfere with the requirements of patient care.

Section 5.2: Meeting Rooms and Working Areas. Employees and the Union shall be permitted to use Hospital meeting room facilities for meetings of the Union, with or without their Union staff present, provided sufficient advance request for meeting room facilities is made to the Director of Human Resources or his/her designee and space is available. The employees and Union agree to abide by all Hospital established policies and procedures for meeting room use.

Section 5.3: Solicitation and Distribution. Union Representatives and bargaining unit employees shall be subject to the Hospital's No-Solicitation and Distribution of Literature policies published by the Hospital and having general applicability to all employees of the Hospital so long as the policies do not conflict with any section of this Agreement and are not in violation of the National Labor Relations Act.

Section 5.4: Bargaining Unit Representatives. The Union shall select two (2) employees from different areas and positions within the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Hospital until the Union has given the Hospital written notice of the selection and their scope of authority. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

Section 5.5: Bulletin Boards. The Hospital will provide bulletin board in designated areas and break rooms/lounges for the Union's use in posting of materials related to Union business. Any materials posted must be dated and signed by the Union representative responsible for the posting and a copy of the material being posted will be provided to the Hospital's Human Resources Director or designee, prior to posting. No material which contains personal attacks upon any other member or any other employee including a member of management will be posted.

Section 5.6: Contract and Job Description. The Hospital will give each newly hired bargaining unit employee a copy of this Agreement and the employee's job description. The Union will provide copies of the Agreement to the Hospital. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department. The Hospital will provide employees with new job descriptions as current job descriptions are updated and changed.

Section 5.7: Negotiations. Upon providing adequate written notification to the Hospital, and subject to patient care requirements and the needs of the employee's department as determined by the employee's department director or supervisor, negotiating team members will be given unpaid release time for joint contract negotiations with the Hospital. The Hospital will every reasonable

effort to provide release time for up to two (2) bargaining unit employees for the purpose of negotiations of the Agreement, but the employees cannot be selected from the same department and shift.

Section 5.8: Orientation. A Steward, Delegate or designee who has been designated to the Employer in writing, will be allowed up to thirty (30) minutes on released unpaid time, at a designated time at the conclusion of new hire orientation to introduce any new employees in this bargaining unit to the Union and the Union contract. New employees will not be compensated at this Union orientation period. The Employer will provide the Union with a schedule of new employee orientations upon request, but not more often than quarterly. The Employer will provide a list to the Union via electronic mail of new bargaining unit employees (including their name, job classification and department) before orientation. The list will be provided no later than noon on the Friday before the next week's orientation.

ARTICLE 6: DEFINITIONS

Regular Full-Time Employee. A regular full-time employee is an employee who is scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to employees who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

Regular Part-Time Employee. A regular part-time employee is an employee who is scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, part-time benefits will be offered to employees who are regularly scheduled to work a minimum of forty (40) hours per fourteen (14) day pay period.

PRN (Per Diem) Employees. A non-regularly scheduled employee who works as needed during any period when the Hospital needs to schedule additional work to be done, as follows: when a temporarily augmented workforce is needed, when an emergency exists, and/or when needed to cover a regularly scheduled employee's PTO, leave of absence and any other absenteeism. PRN employees include employees scheduled on a "call in" basis.

PRN employees when called shall work at least four (4) shifts per month and be willing to work two shifts from the needs list and be willing to work two shifts of the three scheduled shifts per 24-hour period and be available to work at least one entire weekend or two weekend day/evening/nights shifts per month. In addition, PRN employees shall be available to work two holidays per year, one of which will be New Year's Day, Thanksgiving Day, or Christmas Day. A PRN employee who does not comply with these requirements will be dismissed from employment.

Regular full-time or regular part-time employees who change to PRN status and subsequently return to regular full-time or regular part-time status without a break in employment shall have previously accrued bargaining unit seniority restored. Any employee who accepts a non-

bargaining unit position and subsequently returns to his/her former bargaining unit position shall have previously accrued bargaining unit seniority restored. If an employee is terminated but is re-employed within ninety (90) days, the Hospital will credit the employee with the prior hospital seniority date. An employee on unpaid leave of absence will not have his/her seniority date adjusted for unpaid leaves of less than 90 days. Bargaining unit seniority shall be lost upon termination of employment, and shall not be restored upon re-employment.

Temporary Employee. A temporary employee is an employee who is hired as an interim replacement or to fill a temporary full-time or part-time need, not exceeding ninety (90) days, except that a temporary employee may be hired for up to six (6) months if replacing an employee on a leave of absence. Temporary Employees are not covered by this Agreement. Temporary employees shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Temporary employees whose status is changed to full-time, part-time or PRN shall be treated as newly employed employee and shall be subject to the required probationary period. Upon completion of the probationary period, seniority shall begin as of the date the employee changed to full-time or part-time status.

Traveler. A Traveler is an employee who is placed on assignment by a contract agency for a period of time usually not to exceed 13 weeks, subject to renewal as needed. Travelers are not covered by this Agreement.

Probationary Employee. All employees hired after the effective date of this Agreement shall be considered as probationary employees until they have worked for the Hospital for ninety (90) calendar days. The probationary period may be extended in writing at the discretion of the Hospital for up to an additional ninety (90) day period. There shall be no obligation on the part of the Hospital to extend any employee's probationary period. Probationary employees have no seniority status and may be disciplined or discharged with or without cause and shall have no recourse to the grievance procedure. At the completion of the probationary period, seniority shall date from the initial date of most recent employment at the Hospital as an employee. Hospital employees transferred into the bargaining unit will be given full credit for past service with the Hospital for the purposes of calculation of benefit entitlement, unless the employee has had a break in service of more than ninety (90) days. Full-time or part-time employees who change to PRN status and then return to full-time or part-time status shall not be subject to a probationary period. Employees subject to an extended probationary period may access accrued PTO after ninety (90) days of employment.

Preceptor. A preceptor is defined as an employee assigned to skills training on the unit, one to one. Designated preceptors will be paid according to Section 13.7.

Base Rate of Pay. As used in this Agreement, the term base rate shall be defined as an employee's straight time hourly rate, exclusive of any shift differential or other premiums.

Normal Rate of Pay. The normal rate of pay shall be defined to include the employee's hourly wage rate, shift differential when the employee is scheduled to work all evening or night shifts and the wage premium paid to employees for currently held certifications identified in Section 13.1.

Seniority and Benefit Accrual During Time Off. Paid time off and low census time off shall be regarded as time worked only for purposes of bargaining unit seniority, and regular full-time and part-time employees' PTO accrual.

ARTICLE 7: EMPLOYMENT PRACTICES

Section 7.1: Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding nondiscrimination in employment.

Section 7.2: Notice of Resignation. Employees who have completed the probationary period shall give thirty (30) days written notice of intended resignation where practicable, but in all cases shall be required to give at least twenty-one (21) days written notice of resignation. Failure to give the required notice shall result in the employee being deemed not eligible for re-hire and forfeiture of any available PTO; however at the Employer's sole discretion consideration may be given to extenuating circumstances that make such notice requirements impossible. PTO may not be used by the employee during this twenty-one (21) day period except as required by law. EIT will be available during this twenty-one (21) day period only upon the employee's presentation to the Hospital of proof of illness in a manner satisfactory to the Hospital.

Section 7.3: Discipline and Discharge. The Hospital may suspend, discharge or otherwise discipline employees for just cause. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. Any discipline by the Hospital of a non-probationary employee will be subject to the grievance and arbitration provisions of this Agreement.

Section 7.4: Evaluations. The Hospital will maintain a performance evaluation program to measure the employee's job performance. Employees shall normally receive a written evaluation prior to the end of the probationary period and annually thereafter. Employees shall sign the evaluation to indicate that they have seen the document.

Section 7.5: Personnel File. During the course of their employment, employees will be allowed access to their personnel files under supervision in the Human Resources Department. Absent unusual circumstances, such access will be provided within twenty-four (24) hours after a request for access has been received in the Human Resources Department. Employees will not be allowed to remove or alter documents from their personnel file. Human Resources will provide copies of documents from an employee's file upon written request. Copies will be available within five (5) business days after a written request has been received in the Human Resources Department. On an annual basis, employees shall have the right to comment on disciplinary actions and performance evaluations and to have such comments included in the personnel file. All newly hired employees shall receive written notification from the Hospital identifying their position, assigned department, FTE status, and rate of pay. A copy of this notice shall be placed in the employee's personnel file.

Section 7.6: Travel. An employee who in accordance with hospital policy and as part of his/her assigned duties accompanies a patient traveling by ambulance or helicopter shall be considered to be in the employ of the Hospital. Under these circumstances, the Hospital will be responsible for approving and providing travel arrangements for the employee's return to the Hospital.

Section 7.7: Job Assignments and Floating. To meet daily patient care needs, performing additional duties as assigned, changing job assignments and/or floating will be the responsibility of all employees. The Hospital retains the right to change daily work assignments to meet patient care needs. Employees will be expected to perform all functions as assigned but will not be required to perform tasks or procedures for which they are not qualified or trained to perform.

LPN's who float outside of Family Birthing/Special Care Nursery and take a full patient assignment in lieu of a Registered Nurse will be paid an additional \$2.00 an hour.

Section 7.8: Reduced Workload/Low Census Days. 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 ask 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.

Mandatory low census means an Employer-initiated request. The maximum number of mandatory low census hours is one hundred and fifty six (156) hours. If an employee refuses to work in any

unit in which he or she has experience or competency, it will be counted as voluntary low census unless the employee is placed on standby. Voluntary low census is also designated as an employee initiated request.

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

Section 7.8.1: Special Provisions for Low Census. An employee's request for voluntary low census is subject to the Employer's determination as to its needs relating to patient care based on the employee's skills and abilities. If a regular employee requests voluntary low census, this request will be honored before Section 8 is invoked. Employees working in the department of Surgical Services may be required to take more than 156 involuntary low-census hours, and therefore involuntary low-census hours will be calculated as follows: Any callback hours will be added to their regular worked hours prior to any compilation of involuntary low-census hours.

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

Section 7.9: Job Openings. Notice of vacant bargaining unit positions will be posted on the Hospital's central bulletin board and available for viewing and applying over the internet (both external and internal only positions), for ninety-six (96) hours prior to filling. Job postings shall include scheduled hours, the shift hours (days, evenings, day/night flex and expected amount of scheduled hours), expected weekend work requirements, department and brief description of the work. This includes any regularly scheduled position in a particular unit that for the preceding four months has been staffed by Per Diem employees and that the Employer desires to continue to staff. When consistent with Hospital policy, Trios will post openings in supervisory positions so that employees in the bargaining unit may make their interest in such positions known to management. Requests for promotion, shift assignment, and lateral transfer should be submitted in writing, in advance to the Director for positions that may subsequently become vacant. Hospital Supervisors may apply for bargaining unit positions and be considered after all qualified applicants from the bargaining unit.

Preferable staffing patterns will be offered to current staff based on seniority, subject to skill, ability and competency. Preferable staffing patterns will be defined as predictable, repetitive schedules.

Section 7.10: Transfers. Employees transferring to a new unit (or functional area as defined by the Hospital) shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the employee in writing of any deficiencies in performance. If the employee fails to meet standards of performance as determined by the

Employer, the employee shall be returned to the employee's prior position if that position continues to be vacant. If the position has been filled, prior to being subject to layoff, the Employer will review other potential job opportunities with the employee.

ARTICLE 8: SENIORITY

Section 8.1: Definition. Seniority is defined as a full-time or part-time employee's continuous length of service as a registered employee with the Hospital from that employee's most recent date of hire into the bargaining unit. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from his/her most recent date of hire.

Benefits accrual will be determined based on an employee's hospital seniority regardless of job classification. An employee's bargaining unit seniority will be used for purposes of layoff, recall and vacation bidding.

Regular full-time or regular part-time employees who change to PRN status and subsequently return to regular full-time or regular part-time status without a break in employment shall have previously accrued bargaining unit seniority restored. Any employee who accepts a non-bargaining unit position and subsequently returns to his/her former bargaining unit position shall have previously accrued bargaining unit seniority restored. If an employee is terminated but is re-employed within ninety (90) days, the Hospital will credit the employee with the prior hospital seniority date. An employee on unpaid leave of absence will not have his/her seniority date adjusted for unpaid leaves of less than 90 days. Bargaining unit seniority shall be lost upon termination of employment, and shall not be restored upon re-employment. Employees who are reemployed within thirty (30) days shall be entitled to the previous benefit accrual level and placement at no less than the same step in the salary schedule that the employee had achieved at the time of termination.

Section 8.2: Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Hospital while on the recall list, failure to comply with specified recall procedures, failure to return from a leave of absence or after twelve (12) consecutive months of layoff.

Section 8.3: Seniority Roster. The Hospital will maintain a seniority roster which will be available at the Human Resources Department.

Section 8.4: Seniority and Reduction-in-Force. Seniority will be given significant consideration in reductions in force and recalls from reductions in force when such factors as skill, competence, and ability are substantially equal. Such factors will be related to job criteria and will be applied in a fair and reasonable manner. The Hospital shall determine the qualifications and competence of the employee.

Section 8.5: Reduction-in-Force Procedure. The Hospital will endeavor to notify the Union

fourteen (14) days prior to implementing a reduction in force. Representatives of the Union and the Hospital will meet to discuss alternatives. In the event of such a reduction in force other than for low census, the Hospital will endeavor to notify employees involved fourteen (14) days before the impending reduction in force. The Hospital shall give every consideration to reassigning or reorienting employees to different departments. The following order of reduction in force will be followed subject to the qualifications set forth in this Article:

- a. Agency/Temporary
- b. Probationary employee and
- c. Regularly scheduled employees by seniority.

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

Section 8.6: Reinstatement Roster. Upon reduction in force, such employees will be placed on a reinstatement roster for 12 months from the date of the commencement of the reduction in force. An employee will be removed from the roster upon accepting permanent employment with another employer, upon refusal to accept recall to a comparable position, or at the end of the 12 months. Employees will not accrue seniority while on reduction-in-force status but will retain seniority and accrued unused EIT benefits as per the policy to the date of the commencement of the reduction in force. Such benefits will be held on the books for 12 months.

Section 8.7: Recall Procedure. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff, if skill, competency, and ability are considered equal as determined by the Hospital. Employees will be considered eligible for recall to their position, shift, and unit assignment at the commencement of the reduction in force for up to 12 months. Upon reinstatement, the employee will commence to accrue seniority and will have previously accrued but unused benefits and seniority restored. This section will not apply to employees on probationary status. It is the employee's responsibility to keep the Hospital informed as to current address and telephone number. New employees will not be hired until qualified employees who are on layoff have been recalled or have refused recall.

Section 8.8: Reallocation of Staff. Reallocation of staff may occur when a unit changes clinical focus, when two or more units merge, or when an existing unit is split. The Employer will determine the number of full-time and part-time positions (budgeted hours) by shift required for the new or restructured unit. A listing of positions for each shift of the new/restructured unit, including any qualification requirements, shall be posted on the unit for at least fourteen (14) days. At the end of the fourteen (14) days employees will select their desired position. Based on seniority, employees will be assigned their selected positions providing skills, competence, qualifications and experience are considered equal in the opinion of the Employer. Employees who are not assigned a comparable position (same shift and budgeted hours) in the new or restructured unit shall be eligible for the layoff/reassignment procedure.

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 9.1: 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 employees is relieved during that 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 the Hospital. Whenever staffing allows, the Employer shall make every reasonable effort to schedule employees for consecutive days off. The Employer shall make every reasonable effort to schedule employees required to work weekends, to be scheduled every other weekend off.

Section 9.2: Pay Period. The Hospital's pay period begins every other Saturday at 12:01 a.m., and continues for fourteen (14) days, until midnight every other Friday. Pay days shall be on Friday. The workday and work period specified in this Agreement do not constitute a guaranteed hours of work.

Section 9.3: Innovative Work Schedules. Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Agreement. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet for the purpose of discussing the terms and conditions of employment relating to that work schedule. Innovative work schedules shall be in writing and are subject to initial mutual agreement between the Hospital and the employee involved.

Section 9.4: Overtime. Any time worked beyond eight (8) hours in one day or beyond eighty (80) hours in the work period for 8/80 schedules or forty (40) hours in the work week for forth (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. Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of a scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime shall be paid to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. The Employer and the Union concur that overtime should be discouraged and must be approved in advance. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½).

Section 9.5: Rest Periods. All employees working five (5) or more consecutive hours shall receive an unpaid meal period of one-half (1/2) hour. Employees required to remain on duty or return to their unit to perform duties during their meal period shall be compensated for such time at the appropriate rate of pay. 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 Hospital will provide employees with one (1) paid rest period of fifteen (15) minutes (or the equivalent amount of time if rest may be taken on an intermittent basis during the shift) during

each four hours of working time. The Hospital will comply with state law regarding this section. Employees must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding employees accountable for time management shall not be construed as "retaliation" under the above sentence.

Section 9.6: Time Off Between Shifts. Employees will normally have an unbroken rest period of at least ten (10) hours 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 10 hours (as noted above) will be paid time and one-half (1 & 1/2) for all hours worked within the 10 hour period. This article does not apply to employees on Standby/On Call who are on Call-Back (Section 13.4 and 13.5). There is no pyramiding with any other pay/premium pay that may also apply.

Section 9.7: Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leaves of absence, absenteeism, employee requests, temporary shortage of personnel, low census, patient care needs and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Work schedules will be posted at least ten (10) calendar days prior to the beginning of the next schedule, which shall encompass at least a four (4) week work period. In preparing work schedules, the Hospital will attempt to fill shifts for which it does not have regularly scheduled coverage (by a full-time, part-time, PRN, traveler, or temporary employee) with part-time employees who have given their supervisor/director advance written notice of their availability to pick-up additional specified shifts during the next effective work schedule. For purposes of the preceding sentence, part-time employees will be given priority over PRN employees only if the additional shift in question would not result in the part-time employee receiving additional overtime premium during that pay period. Posted schedules may be changed by mutual consent. .

Section 9.8: 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.

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

- (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.

Section 9.9: Additional Hours. If after the work schedule has been posted, additional hours become available; employees can request, in writing, to pick up vacant shifts. Preference will be given to employees who would not receive additional overtime premium during that pay period and who are qualified, as determined by the Unit Director/Supervisor.

Section 9.10: Overtime. Any time worked beyond the regularly established shift in one day, or beyond 80 hours in the normal work period for 8/80 schedules or 40 hours in the work week for 40-hour schedules shall be paid at the rate of time and one-half the regular rate of pay. All time worked over 12 consecutive hours beyond a regularly scheduled 8 or 10-hour shift will be paid at double the employee's regular rate of pay. All time worked over 13 consecutive hours beyond a regularly scheduled 12-hour shift will be paid at double the employee's regular rate of pay.

9.10.1 Computation of Overtime. If an employee works 10 or more minutes over their 8, 10, or 12 hour shift, the employee will be paid time and one-half. Overtime pay shall be calculated to the nearest quarter-hour. When employees work two consecutive shifts, they shall be paid for the number of hours worked with overtime premium pay to apply as set forth in Article 9, Section 10. Time paid but not worked (vacation, holiday, sick leave, voluntary educational leave, etc.) shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime. Overtime must be authorized by the department manager.

ARTICLE 10: HOLIDAYS

Section 10.1: Holidays Observed. The following holidays are observed by the Hospital:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	
Independence Day	President's Day	

Section 10.2: Holiday Worked Premium. Employees who are required to work on a recognized holiday shall be paid holiday pay of time and one-half (1-1/2) their hourly rate for the hours worked on the holiday. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate of time and one-half.

Section 10.3: Rotation of Holidays. Holiday work shall be rotated to the extent feasible among employees within the designated work area and shift without regard to seniority. Volunteers to work will be sought before holidays are assigned.

ARTICLE 11: PAID TIME OFF/EIT

Section 11.1. The Hospital will maintain a paid time off program (PTO) for employees for the duration of this Agreement. Time off under this program may be used for absences from work that are covered by the Washington Paid Sick Leave law. PTO banks will be transferred over at the time of conversion. EIT will cease accrual upon conversion. Accrued and available EIT will be available for use until December 31, 2025.

Section 11.2: PTO Accrual. PTO accrues in accordance with the following schedule:

During Years of Service	Maximum PTO Per Year	Maximum PTO Hours Accrued		
		Per Hour	Per Pay Period	Per Year
0 – 3 Years	25 Working Days	.0961	7.69	400
4 – 8 Years	31 Working Days	.1192	9.54	496
9-13 Years	36 Working Days	.1385	11.08	576
14-19 Years	38 Working Days	.1461	11.69	608
Over 20 Years	41 Working Days	.1578	12.62	656

ARTICLE 12: COMPENSATION

Section 12.1. Salary Schedule. Current employees shall remain on their current step in the schedule of hourly rates (Appendix A). Effective the first full pay period on or after January 1, 2019, add new Step 19, two and one half percent (2.5%) higher than Step 18. All steps continue to have a two and one half percent (2.5%) progression between steps.

Section 12.1.2. Advancement on Salary Schedule. Employees covered by this agreement will advance on the Salary Schedule as detailed below. New employees hired after May 31 of a calendar year will not be eligible for the annual step increase for the next calendar year.

Effective the first full pay period on or after January 1, 2019, all employees advance on the Salary Schedule. Employees at the maximum of the Salary Schedule shall receive a lump sum payment equal to two percent (2.0%) of their annualized full time equivalency (FTE) classification and Base Rate of Pay.

Effective the first full pay period on or after January 1, 2020, all employees advance on the Salary Schedule. Employees at the maximum of the Salary Schedule shall receive a lump sum payment equal to one percent (1.0%) of their annualized full time equivalency (FTE) classification and Base Rate of Pay.

Effective the first full pay period on or after January 1, 2021, all employees advance on the Salary Schedule.

Effective the first full pay period on or after January 1, 2022, all employees advance on the Salary Schedule. Employees at the maximum of the Salary Schedule shall receive a lump sum payment equal to one percent (1.0%) of their annualized full time equivalency (FTE) classification and Base Rate of Pay.

Section 12.2: Compensation Adjustments. Effective the first full pay period on or after the date of ratification, implement a two percent (2.0%) general wage increase and increase to Salary Schedule.

Effective the first full pay period on or after the two year anniversary of the date of ratification, implement a one percent (1.0%) general wage increase and increase to Salary Schedule.

Effective the first full pay period on or after January 1, 2021, implement a one percent (1.0%) general wage increase and increase to Salary Schedule.

Effective the first full pay period on or after the three year anniversary of the date of ratification, implement a one percent (1.0%) general wage increase and increase to Salary Schedule.

Section 12.3. Experience Credit. Newly hired employees, 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.

For purposes of this section, continuous recent experience shall be defined as clinical nursing or Surgical Technologist experience in an accredited hospital or equivalent practice setting without a break in nursing or Surgical Technologist experience that would reduce the level of nursing or Surgical Technologist skills, as determined by the Chief Nursing Officer.

ARTICLE 13: PAY PRACTICES

Section 13.1: Certification Pay Surgical Technologists, who obtain and maintain a Certified Surgical Technologist certification through the Association of Surgical Technologists, or an OR Certification through the National Center for Competency Testing, shall receive certification pay of \$2.00 per hour.

Section 13.1.2: Certification Fee. The Hospital will pay the certification fee for those employees who become certified OR Techs after January, 1984.

Section 13.2: Shift Differential. Employees who work a shift on which at least a majority of the hours occur between 3:30 p.m. and 12:00 a.m. will receive a shift differential of \$2.25 per hour for that entire shift. Employees who work a shift on which a majority of the hours occur between 11:30 p.m. and 8:00 a.m. will receive a shift differential of \$3.75 per hour for that entire shift.

Section 13.3: Weekend Premium Pay. Any employee who works on a weekend shall receive \$3.25 per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for purposes of overtime calculations. For premium pay purposes, the weekend shall be defined as the forty-eight (48) hour period beginning at 12:00 a.m. Friday and ending at 12:00 a.m. Sunday.

Section 13.4: On-Call Pay. Employees may be placed on standby as needed by the Hospital. Employees placed on standby status shall be compensated at the rate of \$3.50 per hour. On-call duty shall not be counted as hours worked for purposes of computing overtime or fringe benefits. On-call pay will cease when an employee is called in and is receiving Call-Back pay. Employees shall report within thirty (30) minutes of being called.

Section 13.5: Call-Back Pay. When an employee is called back to work after completion of the employee's regular work day, or while on standby, s/he will be paid at time and one half (1 ½) the employee's regular rate of pay. When called back, the employee shall receive time and one-half (1 ½) for a minimum of two (2) hours. Certified Surgical Technologists and Surgical Technologists may be considered on callback status even though not working a regular shift during the same 24-hour period. When called back, Surgical Technologists and LPNs employed in the operating room shall receive a minimum of three (3) hours. 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 or the three hour minimum period there will be no new or additional minimum period; but time worked will continue at the time and one-half rate. Any callback worked in excess of 14 hours within the period between 3 p.m. Friday to 7 a.m. Monday will be compensated for at the rate of two times the employee's regular rate of pay. Section 9.4 shall not apply in this instance. Callback on holidays shall be paid as provided in Section 13.2. An employee who is sent home before the end of his or her shift and is then called back shall be compensated in the manner specified in this Article. Callback will not be pyramided with overtime.

Section 13.6: Reporting Pay. An employee who is instructed or scheduled to report to work, and who reports to work without having been given notice at least ninety (90) minutes prior to the beginning of the shift that no work is available, shall perform any work assigned for which s/he is qualified and shall be guaranteed four (4) hours work or pay in lieu thereof if it is for a shift of eight (8) hours and guaranteed two (2) hours work or pay in lieu thereof for a shift of less than eight (8) hours. Such minimum guarantee shall not apply if the Hospital makes a reasonable effort to notify the employee at least ninety (90) minutes prior to the scheduled starting time that the employee should not report to work. It shall be the employee's responsibility to keep his or her current phone number on file with the Employer. Failure to do so shall exempt the Employer from such notification requirement and from the above minimum guarantee.

Section 13.7. Preceptor Pay. Employees assigned by their manager as preceptors will receive a

premium of \$2.00 per hour only when assigned as a preceptor. Preceptor pay will not exceed 30 calendar days for LPNs and 45 calendar days for Surgical Technologists per precepting assignment. Preceptor pay shall not be paid for unit orientation.

Section 13.8: Bonus Shift Pay. After the Employer has exercised reasonable efforts to fill a vacancy and if the Employer is unable to fill a vacant shift within a reasonable time, as determined by the Employer, the provisions of this section may be temporarily invoked to LPN's and Surgical Techs.

- a. If a shift needs to be filled due to urgent circumstances (such as an employee calling in sick), the Hospital may designate the shift as a "bonus shift" at the time the Hospital Supervisor is attempting to fill such shift.
- b. A regular full-time employee is eligible to exercise this opportunity if regularly scheduled to work 40 hours per week, three 12 hour shifts, or 80 hours per pay period. This opportunity is normally limited to one additional shift per week, but additional shifts may be worked subject to mutual agreement between the Employer and employee. Additional shifts are to be paid at the rate of time and one-half the regular rate of pay plus an incentive premium of \$5.00 per hour.
- c. A regular part-time employee is eligible to exercise this opportunity for up to two additional shifts per pay period. The first shift is to be paid at straight time plus an incentive premium of \$4.00 per hour. The second shift is to be paid at the rate of time and one-half the regular rate of pay plus an incentive premium of \$5.00 per hour.

Section 13.9: No Pyramiding. There shall be no pyramiding of overtime and other premium pay paid at the rate of time and one-half or double time. When an employee is eligible for both time and one-half (1 ½) and double time (2x) pay, the employee shall receive the highest of the two pay rates during those hours that the employee is so eligible.

Section 13.10: Extra Duty in OR. A Certified Surgical Technologist or Surgical Technologist who has worked 7:30 p.m. to 5 a.m. between regularly scheduled shifts and is not afforded a 10 hour rest break between regular shifts will be paid up to eight hours at time and one half for hours worked into the next regularly scheduled shift within the rest period. The rest hours will be calculated from the last payroll clock-out forward until the rest period has been satisfied.

ARTICLE 14: HEALTH, WELFARE, 401(K) BENEFITS

Section 14.1: Participation and Plans. During the life of this Agreement and assuming the following benefit plans continue in existence the Hospital will offer eligible employees the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other Trios hourly non-bargaining unit employees (i.e. medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts) as well as the 401(k) savings plan.

Section 14.2: Contribution Rates. Except as limited below per Section 4, the contribution rates

paid by employees for coverage under any of the plans mentioned above shall be the same as those similarly situated non-bargaining employees of the hospital. If any of the rates are increased or decreased by any hourly non-union employees during the duration of this agreement, they shall be increased or decreased for bargaining unit employees, they shall be increased or decreased in the same amount.

Section 14.3: Amendment or Termination of Plans. The Hospital may amend or terminate any of the plans referred to in this Article. No termination or amendment of any plan, nor any issues relating to administration or application of such plans may be subject to the grievance or arbitration provisions of this agreement.

Section 14.4: Medical & Wellness Plans. The Hospital will implement optional employee wellness discounts under which employees' future annual Health & Welfare premium increases for the life of this Agreement will be limited to twelve (12) percent per year. Premium increases for employees who do not take advantage of those wellness discounts shall not exceed the Hospital's fifty percent of the year-over-year cost increases to provide such coverage

ARTICLE 15: LEAVES OF ABSENCE

With the exception of any leave specified in this Agreement, bargaining unit employees will be covered by the Trios leave of absence policies as amended from time to time. The Hospital will notify the Union thirty (30) days prior to implementation of any material policy revisions and provide the Union an opportunity to discuss such revisions. The Hospital will comply with applicable federal, state and local law when applying leave policies (e.g. FMLA, USERRA, Washington Pregnancy Leave, Jury Duty and Voting).

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

ARTICLE 16: ORIENTATION AND IN-SERVICE EDUCATION

Section 16.1: Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital and their department, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities. Employees will be oriented through a combination of instructional conferences, floor and/or shift work.

Section 16.2: In-service Education. Employees required or requested by the Employer to attend educational programs, in-service education meetings, or staff meetings shall be paid the applicable rate of pay.

ARTICLE 17: CONFERENCE COMMITTEE

Section 17.1: 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.

Section 17.2: Environment of Care Committee. The Hospital will maintain a safe and healthful work place 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 work place 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.

Section 17.3: 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 18: GRIEVANCE PROCEDURE

Section 18.1: Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the employee or Union to follow the requirements and time limits contained herein for the filing and processing of grievances shall render the grievance null and void. Grievances concerning terminations shall initially be filed at the Step 2 level defined below.

Step 1 – Employee and Immediate Supervisor – If an employee has a grievance, the employee and/or Union representative must first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee knew or should reasonably have known that an alleged breach of this Agreement had occurred. The grievance shall state the contractual articles violated and the relief sought. The immediate supervisor or designee shall respond in writing to the employee

within fourteen (14) calendar days following receipt of the written grievance or within 14 days of a Step 1 meeting if such a meeting is scheduled. If the immediate supervisor is the employee's department director, then the employee's next step in this process is Step 3.

Step 2 – Employee and Director – If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or Union representative shall refer the written grievance to the Director or designee within fourteen (14) calendar days following the postmark date of the mailing of the written decision at Step 1. A conference between the employee, a Union representative and the Director or designee shall be held at a mutually agreeable time. The Director or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 2 meeting, whichever is later.

Step 3 – Appropriate Executive Officer and Union Representative – If the matter is not resolved to the employee's satisfaction at Step 2, the employee and/or Union representative shall refer the written grievance to the appropriate Executive Officer or designee within fourteen (14) calendar days following the postmark date of the mailing of the decision at Step 2. A conference between the employee, a Union representative, and the Executive Officer or designee shall be held at a mutually agreeable time. The Executive Officer or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 3 meeting, whichever is later.

Step 4 – Mediation – If no resolution of the grievance occurs at Step 3, either party may request in writing, a mediator from FMCS 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 4 or 5 – Arbitration – If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the Union's receipt of the Hospital's response at Step 3. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, either party may request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) arbitrators having hospital arbitration experience. Upon receipt of the list, the arbitrator shall be selected by each party alternately striking names until only one remains. Either party may reject one panel in its entirety. To determine which party strikes the first name, the parties shall flip a coin. The arbitrator shall promptly conduct a hearing on the grievance. The expenses of any arbitration will be shared equally by the Employer and the Union; however, each party shall bear its own expenses of representation and witnesses. Subject to judicial review for those limited circumstances where courts have found such review to be appropriate, the arbitrator's decision shall be final and binding on all parties.

Section 18.2: Limits of Arbitrator. The arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) establish or change any wage scale or any other compensation formula; (3) hear any dispute over whether just cause existed to give an employee an oral warning, except where necessary to determine whether just cause existed for

subsequent discipline more severe than an oral warning and the oral warning was previously timely grieved through Steps 1 through 3 of the grievance procedure; or, (4) arbitrate any matter after this Agreement has expired other than matters which arose prior to the time of expiration of the Agreement.

- a. During the grievance procedure, either party may request the other party to produce evidence relevant to the grievance that is within that party's possession or control.
- b. If there is an issue as to whether a grievance is arbitrable (procedural arbitrability) under this Agreement, no arbitrator may hear or decide both the merits and the issue of arbitrability in a single arbitration hearing unless both parties specifically agree to such a submission in a single writing. Where separate arbitration hearings are held on the merits and the issue of arbitrability the parties agree that the same arbitrator shall be used unless otherwise mutually agreed. Where separate arbitration hearings are held on the merits and the issue of arbitrability, the arbitration hearing on the merits shall be scheduled not less than two (2) weeks following the issuance of the arbitrator's decision on the question of arbitrability. Issues of substantive arbitrability are to be decided by a court of competent jurisdiction.
- c. Either party may utilize the services of a court reporter. The costs of the court reporter shall be borne by the party or parties that order a copy of the transcript. The transcript will only be available to the party or parties that order a copy at the arbitration hearing.
- d. All time limits set forth in this Article are of the essence and may be extended only by specific written mutual agreement in a single document signed by the Hospital and the Union. Grievances not timely filed at Step 1 shall be barred, and grievances not advanced in strict accordance with the foregoing procedures or time limits will be considered as withdrawn and shall have no precedential effect. If the Hospital fails to set a meeting or provide a timely response, the Union may advance the grievance to the next Step, and must do so if it wishes to keep the grievance active.

Section 18.3: Grievance Meetings. Grievance meetings will normally be scheduled during the non-working time of the grievant, immediately before or after the grievant's shift. Time spent in grievance meetings by grievants will be unpaid time unless the grievance meeting is scheduled during the grievant's work shift for the convenience of the Hospital. Investigation of grievances by bargaining unit representatives outside of grievance meetings shall be conducted in non-working areas and on the non-working time of all involved bargaining unit employees.

ARTICLE 19: NO STRIKES/NO LOCKOUT

Section 19.1: No Strike. It is recognized that Hospital is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon the Hospital, employees, and the Union. The Union, its officers, agents, representatives, and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing,

or slowdown, concerted refusal to work overtime, or any other restrictions, interference with, or interruption of work at any of hospital operations, during the term of this Agreement. Employees, while acting in the course of their employment (including reporting to work), shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the hospital against any employee or employees, selectively or as a group, engaged in a violation of this Article. In the event of a claimed violation of this Article, the Hospital shall have the right, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages. The Employer will notify the Union in writing if employees engage in such activity. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such action and instructing such employees to cease such actions and return to work.

Section 19.2: Lockout. There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason or natural disaster shall not be construed to be a lockout for purposes of this Agreement.

ARTICLE 20: DRUG AND ALCOHOL POLICY

Employees may not use, possess, sell or purchase non-prescribed controlled substances, illegal drugs or alcohol while on Hospital property or during working hours. The Hospital reserves the right to maintain, administer, and in its sole discretion to modify, revise or change its drug and alcohol policy that is applicable to all Hospital employees, and in its sole discretion may offer employees the opportunity to participate in a substance abuse monitoring program for employees. In the event that the Hospital decides to modify, revise or change its drug and alcohol policy, it will provide the Union with fifteen days written notice of that change and, upon request, engage in effects negotiations regarding that change.

ARTICLE 21: GENERAL PROVISIONS

Section 21.1: State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws and applicable regulations of government authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the 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.

Section 21.2: Complete Agreement. It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and to the Hospital pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded the unrestricted right to pursue

and discuss proposals pertaining to wages, hours and conditions of employment and that the understanding and agreements arrived at by the parties during the course of said negotiations are fully set forth in this Agreement.

The Union and the Hospital agree that during the term of the Agreement, neither party shall be obligated to negotiate with respect to any matter pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

This Agreement shall not be varied or amended by oral agreement or by custom or practice. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and the Union. The failure of either party to exercise any right under the Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or to thereafter insist upon strict compliance.

Section 21.3: Personnel Rules and Regulations. All employees of this bargaining unit in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Hospital having general applicability to all employees of the Employer (but not

including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

Section 21.4: Past Practice. Unless specifically provided herein to the contrary, past practices that existed prior to this Agreement, whether written or oral, shall not be binding on the Employer. The Employer will endeavor to communicate any changes in past practices to the staff in advance of the change.

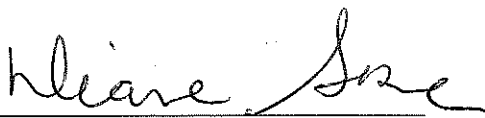
ARTICLE 22: DURATION

This Agreement shall be effective upon ratification by the Union, and shall continue in effect without change, addition or amendment, through 11:59 pm on July 31, 2022. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

Dated this 18th day of December, 2018.

SEIU Healthcare 1199NW

Trios Health



Diane Sosne, President



John Solheim, Chief Executive Officer



Sabrina Kimm, Negotiator

Rosabel Chavez
Rosabel Chavez, OR Tech

Viktoriya Slupachik
Viktoriya Slupachik, OR Tech

Kathy Ayre
Kathy Ayre, LPN

SALARY SCHEDULE

OR TECHS	Effective on:	Effective on:	Effective 1st full pay period after:	Effective 1st full pay period after:	Effective 1st full pay period after:
	8/19/2018	1/6/2019 0% GWI, add Step 19	8/8/2020	1/1/2021	8/8/2021
	2% GWI		1% GWI	1% GWI	1% GWI
Base	\$20.72	\$20.72	\$20.93	\$21.14	\$21.35
1	\$21.27	\$21.27	\$21.48	\$21.69	\$21.91
2	\$21.78	\$21.78	\$22.00	\$22.22	\$22.44
3	\$22.32	\$22.32	\$22.54	\$22.77	\$23.00
4	\$22.89	\$22.89	\$23.12	\$23.35	\$23.58
5	\$23.48	\$23.48	\$23.71	\$23.95	\$24.19
6	\$24.07	\$24.07	\$24.31	\$24.55	\$24.80
7	\$24.67	\$24.67	\$24.92	\$25.17	\$25.42
8	\$25.31	\$25.31	\$25.56	\$25.82	\$26.08
9	\$25.94	\$25.94	\$26.20	\$26.46	\$26.72
10	\$26.59	\$26.59	\$26.86	\$27.13	\$27.40
11	\$27.25	\$27.25	\$27.52	\$27.80	\$28.08
12	\$27.93	\$27.93	\$28.21	\$28.49	\$28.77
13	\$28.61	\$28.61	\$28.90	\$29.19	\$29.48
14	\$29.31	\$29.31	\$29.60	\$29.90	\$30.20
15	\$30.07	\$30.07	\$30.37	\$30.67	\$30.98
16	\$30.81	\$30.81	\$31.12	\$31.43	\$31.74
17	\$31.60	\$31.60	\$31.92	\$32.24	\$32.56
18	\$32.39	\$32.39	\$32.71	\$33.04	\$33.37
19		\$33.20	\$33.53	\$33.87	\$34.21
20	\$33.18	\$34.03	\$34.37	\$34.71	\$35.06
21					
22	\$34.02	\$34.88	\$35.23	\$35.58	\$35.94
23					
24					
25	\$34.86	\$35.75	\$36.11	\$36.47	\$36.83
26					
27	\$35.73	\$36.64	\$37.01	\$37.38	\$37.75
28					
29	\$36.63	\$37.56	\$37.94	\$38.32	\$38.70

LPNS	Effective on: 8/19/2018 2% GWI	Effective on: 1/6/2019 0% GWI, add Step 19	Effective 1st full pay period after: 8/8/2020 1% GWI	Effective 1st full pay period after: 1/1/2021 1% GWI	Effective 1st full pay period after: 8/8/2021 1% GWI
Base	\$19.94	\$19.94	\$20.14	\$20.34	\$20.54
1	\$20.44	\$20.44	\$20.64	\$20.85	\$21.06
2	\$20.95	\$20.95	\$21.16	\$21.37	\$21.58
3	\$21.49	\$21.49	\$21.70	\$21.92	\$22.14
4	\$22.02	\$22.02	\$22.24	\$22.46	\$22.68
5	\$22.58	\$22.58	\$22.81	\$23.04	\$23.27
6	\$23.16	\$23.16	\$23.39	\$23.62	\$23.86
7	\$23.74	\$23.74	\$23.98	\$24.22	\$24.46
8	\$24.34	\$24.34	\$24.58	\$24.83	\$25.08
9	\$24.96	\$24.96	\$25.21	\$25.46	\$25.71
10	\$25.59	\$25.59	\$25.85	\$26.11	\$26.37
11	\$26.21	\$26.21	\$26.47	\$26.73	\$27.00
12	\$26.88	\$26.88	\$27.15	\$27.42	\$27.69
13	\$27.54	\$27.54	\$27.82	\$28.10	\$28.38
14	\$28.23	\$28.23	\$28.51	\$28.80	\$29.09
15	\$28.94	\$28.94	\$29.23	\$29.52	\$29.82
16	\$29.66	\$29.66	\$29.96	\$30.26	\$30.56
17	\$30.41	\$30.41	\$30.71	\$31.02	\$31.33
18	\$31.16	\$31.16	\$31.47	\$31.78	\$32.10
19		\$31.94	\$32.26	\$32.58	\$32.91
20	\$31.96	\$32.74	\$33.07	\$33.40	\$33.73
21					
22	\$32.73	\$33.56	\$33.90	\$34.24	\$34.58
23					
24					
25	\$33.55	\$34.40	\$34.74	\$35.09	\$35.44
26					
27	\$34.38	\$35.26	\$35.61	\$35.97	\$36.33
28					
29	\$35.24	\$36.14	\$36.50	\$36.87	\$37.24

CLINIC LPNS	Effective on: 8/19/2018 2% GWI	Effective 1st full pay period after: 8/8/2020 1% GWI	Effective 1st full pay period after: 1/1/2021 1% GWI	Effective 1st full pay period after: 8/8/2021 1% GWI
Base	\$18.67	\$18.86	\$19.05	\$19.24
1	\$19.14	\$19.33	\$19.52	\$19.72
2	\$19.61	\$19.81	\$20.01	\$20.21
3	\$20.11	\$20.31	\$20.51	\$20.72
4	\$20.61	\$20.82	\$21.03	\$21.24
5	\$21.13	\$21.34	\$21.55	\$21.77
6	\$21.70	\$21.92	\$22.14	\$22.36
7	\$21.25	\$21.46	\$21.67	\$21.89