

2020 – 2023
AGREEMENT

By and Between

ST. ELIZABETH HOSPITAL
Enumclaw, Washington

And

SEIU HEALTHCARE 1199 NW

(X-Ray Technologist Unit)

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2020-2023

EMPLOYMENT AGREEMENT By and Between

ST. ELIZABETH HOSPITAL

and

SEIU HEALTHCARE 1199 NW

(X-Ray Technologist Unit)

This Agreement is made and entered into between St. Elizabeth Hospital, Enumclaw, Washington (hereinafter referred to as the "Employer"), and SEIU Healthcare 1199 NW (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole representative of all non-supervisory x-ray technologists. The bargaining unit excludes and this contract does not cover all other employees, such as managers, supervisors, confidential employees, temporary employees, professional employees (such as registered employees), office clerical employees and guards.

ARTICLE 2 - NO DISCRIMINATION

2.1 The Employer shall not discriminate against any individual with respect to compensation, terms, or conditions or employment because of race, color, creed, religion, national origin, age, sex, gender identity, genetic information, marital status, veteran's status or disability; except when based upon a bona fide occupational qualification.

2.2 Sexual Harassment. Sexual harassment shall be considered discrimination under this Article. The Employer agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not happen. Reprisal against a grievant or witness for a grievant is prohibited.

2.3 Harassment Reporting. Employees who have knowledge of harassment or discrimination in the work environment shall have a duty and an obligation to report such information in writing to the Human Resources Manager or the Hospital President for appropriate investigation and follow-up. Reprisal against a grievant or witness is prohibited.

ARTICLE 3 – MEMBERSHIP

3.1 All employees who are members of the Union at the effective date of this Agreement, or who become members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing", for purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis.

It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. 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 employee fulfills the membership obligations set forth in this Agreement.

3.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teaching 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. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising his/her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.1.2 Indemnity. The Union will 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 action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.2 Employee Information. The Employer will provide a current list of employees covered by this agreement on a monthly basis. The list will include name, address, telephone number, employee identification number, classification, department, wage rate, date of hire and status (i.e., full-time, part-time, or per diem). The list will also include employees' gross earnings for the quarter. Such list shall be furnished in an Excel document. Further, the Employer shall provide the Union with a list of employees terminated in the previous quarter. Monthly the Employer shall inform the Union of newly hired employees in the unit, providing information in an Excel document including name, position, telephone number, address, employee identification number, classification, department, FTE status, wage rate, and date employment commenced.

3.3 Access. Authorized representatives from the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and investigating grievances and performing legitimate functions as representatives of the bargaining unit so long as the provisions of this Section are met. If the Union limits its visit to the front lobby reception area or the cafeteria, then the Union need not provide advance notice to the Human Resources Manager (or designee). However, if the Union wishes to observe working conditions or investigate grievances, then (except for emergency situations) the Union representative must notify the Employer's Human Resources Manager (or designee) on arrival.

(However, the Union shall seek to give notice on the prior workday when possible.) In all cases, it is understood that their presence cannot interfere with the work of the employees or the operations of the facility as determined by the Employer, but that access shall not be unreasonably denied.

3.4 Union Postings. The Employer shall furnish a designated space in each unit/department for the use of the Union pursuant to this Section. A copy of any materials to be posted on such board must at the time of posting be submitted to the Human Resources Manager and be signed by a designated Union Delegate. The only materials that may be posted include: union information, meeting notices, and local unit newsletters.

3.5 Union Activity. No employee shall be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as local Unit Representative or grievance committee person.

3.6 Contract Distribution. Upon initial employment, an employee in the unit shall be given a copy of this Agreement by the Employer, as well as a list of Union Delegates designated by the Union. The Union shall provide copies of both to the Employer for this purpose.

3.7 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. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted 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 deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues 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 Union Delegates. The Union will select Union Delegates who shall serve as the Union's spokesperson at the worksite for the purposes of general representation as well as participation in the grievance procedure as may be requested by members of the bargaining unit. The Union will advise the Employers Human Resources Manager in writing of the identity of the Union Delegates and their alternate. Union Delegates and employees shall use non-work time [before or after shift, during breaks, during meal periods, and any approved release time (leave without pay)] for all such contact and communications.

3.8.1 Union Delegate Training. The Employer will grant one (1) day of release time once a year for Union Delegates to attend the Union's Delegate training, subject to one (1) month's advance written notice to a Manager and special circumstances related to staffing. (A good faith effort will be made between the Union and Employer to mutually agree on a date for such training during a Conference Committee meeting.)

3.9 Voluntary Political Action Fund. During the term of the Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. The minimum deduction will be one dollar and fifty cents (\$1.50) per pay period. Each such form shall be provided to the Employer. 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 for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.9.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse SEH for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. SEH and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover SEH costs of administering the check off. Accordingly, the parties agree that SEH will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse SEH for its reasonable costs of administering the check off.

3.10 Subcontract, Sale or Transfer. The Employer will give the Union written notice of its decision to sub-contract, sell or transfer any part of the departments of the Hospital with bargaining unit employees, no less than ninety (90) calendar days in advance of the scheduled effective date. During that ninety (90) day period, the Employer will meet and confer (not negotiate) with the Union about its decision, and if requested in writing it shall then negotiate with the union as appropriate on impact and implementation matters.

3.11 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations; providing, however, that the employee requests approval for time off from his or her manager as soon as the Union has notice of future meeting dates.

13.12 New Employee Orientation. A union delegate/officer or designee may meet with new employees following hospital orientation (on the delegate/officer's unpaid time) to introduce employees to the Union and Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time. St. Elizabeth Hospital will provide a list of bargaining unit attendees that are scheduled to attend the orientation at St. Anne Medical Center or the Franciscan Education and Support Center by the Friday prior to orientation.

The list will include, name, title, department and date of hire. St. Elizabeth Hospital cannot guarantee the accuracy of the list.

ARTICLE 4 – DEFINITIONS

4.1 Regular Full-Time Employee. An employee who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a two (2) week period, and 2080 hours per year. (In accord with Section 5.14.1, employees also regularly assigned to work three (3) - twelve (12) hour shifts per week, are designated by the Employer as full-time employees.) These employees have successfully completed the introductory period and participate in the complete benefit program.

4.2 Regular Part-Time Employee. An employee regularly scheduled to work at least (16) hours per week but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period or a twelve (12) hour shift employee who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period, and who has successfully completed the required introductory period.

4.3 Temporary Employee. An employee hired for a specific period of time, not to exceed three (3) months.

4.4 Per Diem Employee. An employee hired to work on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. A per diem employee shall include those scheduled on a "call-in" basis. Per diem employees shall be paid in accordance with the wage rates set forth in Appendix A and shall also receive a fifteen percent (15%) wage premium. No other benefits or protections under this Agreement shall apply to per diem employees. This does not include temporary agency contract personnel.

4.4.1 Per Diem Expectations. Per-diem staff play a critical role in the operations of the hospital to support patient care and full time staff in the event of an emergency or to cover shifts of regular employees because of illness, leave of absence, or to work during holidays and vacation periods.

Per diem employees must be available a minimum of four (4) scheduled shifts each month, one (1) of which must include a weekend shift, as well as one (1) of three (3) summer holidays (Memorial Day Independence Day or Labor Day), and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day). A per-diem employee may offer additional availability beyond the requirement. Scheduled shifts may include Standby shifts based on department need.

Per-diem employees must submit their availability to the supervisor of the department at the beginning of each month indicating availability for the following month. This availability will be submitted prior to the posting of schedules to aid the department in creating and posting schedules as described in article 5.14.

Example: February availability would be submitted the first week of January.

The Per-diem employees availability does not guarantee that they will be placed on the schedule. Managers or scheduling coordinators will where ever possible use this per diem availability schedule to cover shifts of regular employees for illness, leaves of absence, holidays, and vacation periods.

Per- Diem employees will be evaluated on a quarterly basis (January, April, July, & October) to determine their continued availability to work minimum staffing requirements.

4.5 Introductory Period. An employee who has been hired on a full or part-time basis and who has been continuously employed for less than three (3) months. After successful completion of the introductory period, the employee's status will be changed to that of a regular employee, unless specifically advised by the Employer of an extended introductory period. An introductory employee may be discharged without notice and shall not have access to the grievance procedure. Where the employee requires additional training or orientation the introductory period may be extended up to an additional 60 days, the conditions of which shall be specified in writing.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Normal Work Week. The normal work week shall consist of forty (40) hours in seven (7) days or eighty (80) hours in a regularly recurring fourteen (14) day period as mutually agreed between the Employer and employee in accordance with the Fair Labor Standards Act.

5.2 Normal Work Day. The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours work to be completed within ten and one-half (10 1/2) consecutive hours, or twelve (12) hours work to be completed within twelve and one-half (12 1/2) consecutive hours. The Employer shall provide thirty (30) days advance notice to the employee of the establishment or discontinuance of a ten (10) or twelve (12) hour shift.

5.3 Meal and Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). The normal workday shall include a thirty (30) minute meal period on the employee's own time if relieved of duty during this period. If the employee is not able to take time off for the meal period, the meal period shall be paid to the employee in accordance with Section 5.4. Overtime, providing such overtime is approved by the appropriate supervisor. A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the paid rest period.

5.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work day, or the normal work period. Double time (2x) shall be paid after twelve (12) consecutive hours within a twenty-four (24) hour period. Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of the shift and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of a shift.

Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved in advance by the Department Head. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

5.4.1 Ten-Hour Work Schedule. For all hours worked in excess of (10) hours in one day, and/or in excess of forty (40) hours in one (1) seven (7) day pay period, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay. Employees shall be allowed a paid rest period of fifteen (15) minutes during each four (4) hour increment of the ten (10) hours shift. For attendance at an approved educational conference, a ten (10) hour shift employee will be compensated for eight (8) hours at the straight time rate for each approved twenty-four (24) hours off. Approved shift differential will be paid on all hours worked on each shift.

Evening: Second shift differential will be paid for all hours worked between 3:00 p.m. and 11:30 p.m.

Night: Third shift differential will be paid for all hours worked between 11:00 p.m. and 7:30 a.m.

A ten (10) hour shift employee shall be paid ten (10) hours for each PTO or EIB day up to forty (40) hours per each seven (7) day pay period, limited to the actual hours accrued.

5.4.2 Twelve-Hour Work Schedule. For all hours worked in excess of twelve (12) hours in one day, and/or in excess of forty (40) hours in one (1) seven (7) day pay period, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay. Employees shall be allowed a paid rest period of fifteen (15) minutes during each four (4) hour increment of the twelve (12) hours shift.

For attendance at an approved educational conference, a twelve (12) hour shift employee will be compensated for eight (8) hours at the straight time rate for each approved twenty- four (24) hours off.

Approved shift differential will be paid on all hours worked on each shift.

Evening: Second shift differential will be paid for all hours worked between 3:00 p.m. and 11:30 p.m.

Night: Third shift differential will be paid for all hours worked between 11:00 p.m. and 7:30 a.m.

A twelve (12) hour shift employee shall be paid twelve (12) hours for each PTO or EIB day up to forty (40) hours per each seven (7) day pay period, limited to the actual hours accrued.

5.5 Innovative Work Schedule. Innovative work schedules may be established by the Employer with the consent of the employee involved. Such innovative schedule agreements shall be set forth in writing with a copy made available to the Union. The Employer shall consider all requests to work innovative schedules or shifts. If the shift or schedule conflicts with any of the provisions of the Agreement, the approval of the Union shall be required. When mutually agreeable to the Employer and the employee, a normal work day may consist of ten (10) hours or twelve (12) hours per day. In such cases, overtime shall be paid for all hours worked over the scheduled work day or over forty (40) hours per week. The Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least fourteen (14) days advance notice to the employee.

5.6 Regular Rate of Pay. The regular rate of pay shall be the employee's hourly pay rate plus shift differential for those employees working the evening or night shift, certification pay, and fifteen percent (15%) premium in lieu of benefits.

5.7 No Pyramiding. There shall be no pyramiding or duplication of any compensation paid at the rate of time and one-half (1 1/2).

5.8 Overtime Discouraged. The representatives of both the Employer and the Union concur that overtime should be discouraged.

5.9 Weekend Work. All full-time and part-time employees shall be required to work their share of weekends. The Employer will continue its good faith effort to schedule each employee every other weekend off. In the event an employee is requested by the Employer to work two (2) consecutive weekends, all hours worked on the second weekend shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. This provision shall not apply to employees assigned to the night (third) shift, or those who request additional weekend work.

5.10 Consecutive Days. Radiology employees who work eight (8) hours or more per day for six (6) consecutive days shall be paid at the rate of time and one-half (1-1/2) for all authorized hours worked on the sixth (6th) day and any additional consecutive days, unless this type of scheduling is requested by the employee, or an employee is scheduled to work six (6) consecutive days by agreement.

5.11 Rest Between Shifts. It is considered desirable that an unbroken rest period of twelve (12) hours between shifts be provided for all employees working eight hour schedules. In the event an employee is required to work with less than twelve (12) hours of duty between shifts, all time worked within this twelve (12) hour period shall be paid at one and one half (1- 1/2) times the employee's regular rate of pay. This section shall not apply to standby and callback assignments.

5.11.1 Ten Hour Shifts. Employees scheduled to work ten hour shifts will receive eleven (11) hours of rest between shifts.

5.11.2 Twelve Hour Shifts. Employees scheduled to work twelve (12) hour shifts will receive ten (10) hours of rest between shifts.

5.11.3 Callback Relief. If as a result of significant callback activity an employee is too fatigued during their next scheduled shift to perform their duties with reasonable skill and safety, the employee should immediately notify their supervisor. The supervisor shall take all practical measures to transition the employee's duties as soon as possible. The employee may use PTO or unpaid time and once time off is granted it will not be counted as an occurrence on the employee's attendance record.

5.12 Rotating Shifts. Except for emergency situations involving patient care requirements, the Employer will not implement a "rotating shift" policy unless mutually agreed upon between the Employer and the individual employee. If such a situation occurs, the Employer shall first seek volunteers. If the Employer determines that there are not sufficient volunteers, then in order of seniority it will assign staff that it deems to have the skills and abilities.

5.13 Paydays. Direct deposit required for timely distribution of funds.

5.14 Work Schedules. Monthly work schedules shall be posted no less than two weeks in advance of the work schedule. Individual scheduled hours of work set forth on the posted work schedule may not be changed without mutual consent.

5.15 Cumulative Compensable Hours. An employee's total cumulative compensable hours are available by the payroll department

ARTICLE 6 - RATES OF PAY

6.1 Classifications and rates of pay of those employees covered under this Agreement are identified in Appendix A of this Agreement.

6.2 Wage and Benefits. Each salary service increment and annual benefit entitlements shall become effective at the beginning of the first full payroll period on which the anniversary date falls. Wage longevity increments shall become effective the first pay period on or after the employee's anniversary date.

6.3 Service Calculations. In calculating hours for the purpose of service increments, paid time off (PTO), extended illness bank (EIB) and low census days shall be included; standby (on call) hours are excluded.

6.4 Rate Schedules. The Employer will make available a schedule of pay rates including shift differential and part-time differential.

6.5 Recognition of Experience. Upon the employment of an employee who has had recent continuous comparable experience in a healthcare setting without a break in experience which would reduce the level of skills, in the opinion of the employer based on established criteria according to the following:

- a. Employees with less than ten (10) years of continuous recent experience shall be employed at not less than one year of experience credit per year of experience.
- b. Employees with ten or more years of continuous recent experience shall be employed at the not less than the 10th longevity step.
- c. It is agreed that experience will be evaluated by the employee and the Employer. The final decision as to credit for prior applicable experience shall rest solely with the Employer.

6.5.1 Parity. If a new employee is hired into a position at a step higher than that of a current employee in the same position with equivalent or greater work experience in the opinion of the Employer, the current employee shall be moved to the same step on the wage scale as the newly hired employee, effective the first full pay period following the hire date of the new employee. Upon request by the employee, a meeting will take place between the employee and the HR Manager to review their prior work experience if there is a question about step placement under this section.

6.6 Placement for Promotions. A Radiology Department employee promoted to a higher paid job classification, or who assumes a second position in a higher paid job classification, shall be placed on the new scale at the step which gives the employee a minimum of a three percent (3%) increase in the new or second position.

6.6.1 Work in multiple classifications. A Radiology Department employee who holds a position in a second or third modality who is assigned to the position for a partial shift shall be paid for the time worked in the higher modality in 60 minute intervals, rounded up to the nearest hour.

6.7 Placement to Lower Paid Job Classification;

- a. Return to Former Position. An employee who has been promoted and then returns to his original job classification shall be placed on his former step plus credit for any longevity increases he would have received from the date of his initial transfer had he remained in his initial job classification.
- b. Transfer to Lower Paid Position. An employee who transfers to a lower paid position not previously held by that employee shall be placed on the closest step which represents the percentage difference between the base rate of each pay scale.

6.8 The wage schedule of Appendix A and the benefits covered in this Agreement shall represent the minimum wages and benefits due under the conditions specified therein and shall not be interpreted as prohibiting the Employer from paying in excess of those required minimums as it deems necessary.

However, prior to making adjustments in excess of the Agreement minimum requirements for wages or benefits, the Employer agrees to give the Union seven (7) calendar days advance written notice.

ARTICLE 7 – PREMIUM PAY

7.1 Shift Differential. The premium pay for evening duty (3:00 p.m. – 11:30 p.m.) shall be two dollars (\$2.00) per hour. The premium pay for night duty (11:00 p.m. to 7:30 a.m.) shall be three dollars (\$3.00) per hour. In order to qualify for shift differential the employee must be scheduled to work fifty-one percent (51%) or more within the time frames indicated.

7.2 Standby Pay. Employees placed on standby status off the Hospital premises shall be receive three dollars and seventy-five cents (\$3.75) per hour. For standby in excess of sixty (60) standby hours per pay period, an employee shall receive an additional fifty cents (\$.50) per hour for all standby hours over sixty (60) standby hours in a pay period.

7.3. Callback from Standby. Employees called in to work from standby status will be compensated at the rate of one and one half (1 1/2) times the rate of pay. Standby compensation will cease upon reporting for duty on premises.

7.4 Callback Pay After Completion of Shift. An employee who is called back to work after completion of the employee's regular work day shall be compensated at the rate of time and one half (1-1/2) his/her regular rate of pay, with a three (3) hour minimum.

7.5 Work On Day Off. Except for employees who are on standby status, full-time employee called in on their regularly scheduled day off with less than twenty-four (24) hours notice shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked, so long as the employee works all hours of the employee's scheduled shifts during the same pay period. [Low census hours will count towards hours worked of the scheduled shift(s).] This section does not apply to training, education, or to other meetings.

7.6 Released From Work. Employees who report to work as scheduled and are sent home (released from work) by the Employer shall receive a minimum of three (3) hours work or three (3) hours pay at the straight-time rate of pay. It shall be the responsibility of each employee to provide the employer his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

7.7 Weekend Work Premium. Any employee who works on a weekend between the hours of 11:00 pm Friday night and 11:00 pm Sunday night shall receive two dollars and twenty five cents (\$2.25) per hour as a weekend premium. Effective April 1, 2019 rates will increase to two dollars and fifty cents (\$2.50). For the purposes of overtime calculations, this weekend premium shall not be added to the employee's regular rate of pay for each hour worked on the weekend.

7.8 Lead. Employees assigned to lead positions shall be paid one dollar and fifty cents (\$1.50) above their regular rate of pay.

7.9 Preceptor. A preceptor is an experienced employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new employee who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer.

7.9.1 Preceptor Pay. Employee assigned preceptor duties by management will be paid an additional one dollar (\$1.00) per hour while performing such duties.

ARTICLE 8 - PAID TIME OFF (PTO and EIB)

8.1 Purpose. The Paid Time Off Program provides for the accrual of hours to be made available to eligible employees who have completed ninety (90) calendar days of employment. The purpose of the Paid Time Off Program is to simplify the management of accrued paid time and to provide a process for employees to manage personal time within certain guidelines.

8.2 Eligibility. Full-time and part-time employees who have successfully completed ninety (90) calendar days of employment.

8.3 Accrual Rates. Effective no later than July 1, 2015, Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates will begin at the date of hire.

<u>Effective Dates for Accrual Rates</u>	<u>Active PTO</u>	<u>Accruals EIB</u>	<u>Maximum PTO</u>	<u>EIB</u>
0-4 years	200	48	368	824
5-9 years	240	48	448	824
10-19 years	280	48	528	824
20+years	320	48	608	824

8.4 Access. Paid Time Off and Extended Illness/Injury Time (EIB) is intended to compensate employees who are absent from work for time they would have been scheduled to work. A Paid Time Off Request form is required at least thirty (30) days in advance. Employees are requested to provide as much notice as possible. In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift.

8.4.1 Rotation of Holiday Work. Holiday work shall be equitably rotated on each unit.

8.5 Extended Illness/Injury Time (EIB). EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below.

The employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

8.5.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, *et. seq.*), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

8.5.2 Re-injury/Relapse. Consideration will be given in a situation when an employee who was off work and accessing EIB attempts to return to work and, within 48 hours of the return to work, is unable to continue to work due to the same illness or injury that precipitated the initial absence. In the event of a re-injury or relapse EIB may be accessed in accordance with Hospital Policy #270.

8.6 Management of Hours. Employees may transfer Paid Time Off hours to the EIB account. Employees may not transfer EIB hours to the Paid Time Off account.

8.7 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay including shift differential when the employee is regularly scheduled to work an evening or night shift.

8.8 Premium Pay Days (Holidays). The Employer will not pay Holiday Pay in the traditional sense. Under the Paid Time Off Program, the employee is free to designate which holidays to observe. Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. Employees scheduled to work shall be given the option of taking PTO or low census on days their department is closed. The Employer will pay any employee working on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. In providing Premium Pay Day coverage, managers will first ask for volunteers.

If enough volunteers are not found, managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule. On Premium Pay Days, work will be equitably distributed. Premium Pay Days are as follows:

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

The time period from 3:00p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. The time period from 3:00p.m. December 31 to 3:00p.m. January 1 shall be recognized as New Year's Day.

8.9 Cash Out Option. Employee may cash out up to one hundred twenty (120) hours in a calendar year. An employee may elect to cash out up to 50% of his or her PTO accrual (up to 120 hours) in a manner consistent with IRS regulations. Specifically, employees electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the month of November of the calendar year prior to accruing the time off in the following year.

The request must be submitted on a form provided by the Employer. For example, during November an employee may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. The payment will be made in the following calendar year during the pay periods defined below. Note: Employees accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Payments will be made as follows:

1. 100% of election amount paid by December 31 (not to exceed 120 hours or 100 hours for those accruals at the 200 tier level).
2. 50% of election amount paid by July 31 (not to exceed 60 hours) and the remaining 50% paid by December 31 (not to exceed a total of 120 hours or 100 hours for those accruals at the 200 tier level).

PTO cash out requests will be made on a hospital provided form containing the following information: 1) Number of PTO hours for which the employee requests payout; 2) pay period on which the employee requests to receive the payment; 3) acknowledgement that the withdrawal is irrevocable; and 4) employee's signature. The form must be submitted to the HR Department by November 30th.

Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with U.S. Department of Treasury regulations.

8.10 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

8.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days. Employees may not utilize any Paid Time Off/EIB hours that would result in a negative balance. Employees may not access Paid Time Off while receiving Workers' Compensation. However, employees working eight (8) hour shifts may access up to two (2) hours per day of EIB for the number of scheduled days of work while receiving Workers' Compensation. Employees working ten (10) hour days may access up to two and one-half (2 1/2) hours per day and employees working twelve (12) hour shifts may access up to three (3) hours per day of EIB while receiving Workers' Compensation.

8.12 PTO or EIB Notification of Absence Due to Illness. Employees notify their Employee Manager at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the appropriate supervisor each day of absence if the employee is unable to work, unless prior arrangements have been made with supervision. Failure to comply with the above-specified notification requirements may result in loss of PTO or EIB leave for that day. Prior to payment for PTO or EIB hours related to illness or injury, the Employer may require a written physician's statement 14 explaining why the employee was incapacitated from working. Abuse of time off for PTO or EIB may be grounds for discharge.

8.13 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%
- b. Extended Illness/Injury Time accounts paid at:
 - 1-14 years Paid at 0%
 - 15-19 years Paid at 10%
 - 20-24 years Paid at 15%
 - 25 + years Paid at 50%

8.14 Vacation. The employer and the union recognize the importance of time-off for vacation. The employer will respond within thirty (30) days of vacation requests in writing. If a vacation request is denied, the employee may request a meeting to review alternatives. Management will make an effort to provide coverage. In order to provide coverage for vacation the employer may offer shifts to Part-time and Per Diem employees, may authorize overtime at managements sole discretion, or seek agency staff on a temporary basis.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 All leaves of absence 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. Except for an emergency situation, such requests must be submitted at least thirty (30) calendar days in advance. A written reply to grant or deny the request shall be given by the Employer within thirty (30) calendar days of receipt. St. Elizabeth will comply with all State and Federal Leave laws. If Franciscan decides at any time, at its sole discretion, to allow employees to supplement the Washington Paid Family Leave payment with paid leave, the eligible employee's covered under this agreement will also be allowed to supplement their pay on the same basis as other hospital employees. The union and employer agree to a meeting in 6 months to discuss the utilization of the Washington Paid Family and Medical Leave.

9.2 Leave With Pay. A leave with pay under this Agreement (such as use of extended illness band (EIB) hours) shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

9.3 Leave Without Pay. Employer approved leave without pay for a period in excess of thirty (30) days within an anniversary year will not result in the employee's anniversary date of employment being readjusted to reflect the period of leave, and no benefits shall accrue during such leave.

9.3.1 Leaves After one (1) year of continuous employment. Permission may be granted for leaves of absence without pay without loss of accrued benefits, provided the Employer determines that such leave does not jeopardize hospital service and does not exceed one (1) year. An employee returning from such leave of no more than thirty (30) calendar days shall be reinstated to the employee's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the employee shall be reinstated to the first available position for which the employee is qualified. Leaves without pay may be granted for any reason for up to one (1) year.

9.3.2 Political Action Leave. After one (1) year of continuous employment, permission may be granted to an employee for a leave of absence without pay for political action purposes, without loss of accrued benefits, and provided that the Employer determines that such leave does not jeopardize Hospital service and does not exceed one (1) month. An employee returning from such leave shall be reinstated to the employee's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. (An employee will have no loss of seniority due to such leave of absence.)

9.4 Educational Leave - Unpaid. After one year of continuous employment, permission may be granted for leaves of absence without pay for job-related study without loss of accrued benefits, provided the employer determines such leave does not jeopardize hospital service and does not exceed one (1) year. An employee returning from such leave of no more than thirty (30) calendar days shall be reinstated to the employee's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the employee shall be reinstated to the first available position for which the employee is qualified.

9.5 Educational Meetings. Up to three (3) work days (But not more than a total of twenty-four (24) hours) per year leave with pay may be granted for attending educational meetings, such as workshops, seminars and conferences. Such leave is subject to the Employer's review and approval of the course (such as course quality, provider and content), its assessment of budgetary requirements and its determination that the number of employees wishing to attend at any given time does not jeopardize the hospital's service or patient care. The term "educational meetings" is defined as those conducted to develop the professional skills and qualifications of the employees for the purpose of enhancing and upgrading the quality of patient care at St. Elizabeth Hospital. To attend an educational class, the employee is to submit a request to their manager with as much notice as possible.

To replace an employee attending an approved educational class, among the options the manager will utilize are: per diem or part-time staff, request a co-worker in the same department to trade if possible, other options as applicable or use an agency employee.

9.6 Required Training. Time spent in training required by the employer will be paid at the applicable rate of pay. Employees attending hospital and mandated and required education that results in a reduced workweek may make up the hours in the same pay period (if prearranged and with manager approval, and it does not create an overtime or premium pay situation), take low census, or use PTO to fulfill their FTE. The same options would also apply to a reduced workweek that occurs due to pre-scheduled "maintenance day."

9.7 Health and Maternity Leave. Separate from Family & Medical Leave, as provided under Section 10.8 of this Agreement, upon completion of 2,080 continuous paid hours or twelve (12) calendar months of continuous employment, whichever comes last, a leave of absence (LOA) for health reasons shall be granted upon the recommendation of a physician. However, an employee who is disabled due to pregnancy shall be granted such for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. An employee on a leave of absence (LOA) for any other health reason of forty-five (45) calendar days or less shall be entitled to return to the position the employee vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. Leave for health reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the employee to the first available position for which the employee is qualified.

9.8 Family & Medical Leave. An eligible employee shall be entitled to use unpaid leave under the procedures of this Section. An eligible employee is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least 1250 hours for the Employer.

9.8.1 Leave may be taken for up to twelve (12) workweeks during a twelve (12) month period (measured forward from the date the employee first takes family and medical leave under this Section) to care for (1) the employee's newborn child, newly adopted child, or newly placed foster child; (2) the employee's spouse, child or parent with a serious health condition; or (3) the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

9.8.2 An employee must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave,

with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health care provider chosen jointly by the employee and the Employer should there be a continuing disagreement on the need for such leave.

9.8.3 If leave under this Section is required for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 10.8.2 the employee must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the employee temporarily to an available alternative position with equivalent pay and benefits.

9.8.4 If an employee takes leave to care for the employee's newborn or adopted child, the employee may (or the Employer may require the employee to) use available accrued paid time off (PTO) hours while on family and medical leave. If the employee takes leave to care for him or herself or a sick child with a serious illness, the employee may (or the Employer may require the employee to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

9.8.5 For the duration of an approved leave under this Section, the Employer will continue the employee's existing health insurance (medical and dental) under the same conditions as would have been provided to the employee if the employee were not on such leave. (If an employee does not return to work from such leave, the employee must reimburse the Employer for all premiums paid for the employee during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during such leave. While an employee is on family and medical leave, the Employer may require the employee to report to the employee's Manager on a monthly basis, regarding the employee's status and intention to return to work.

9.8.6 On completion of such leave, the employee will be assigned to the same position, or a position with equivalent pay, FTE status and shift, unless the Employer has either independent reasons that prevent such reassignment (e.g., reorganization, discharge for cause, or reduction in workforce, shifts or hours).

9.9 Military Leave. Leave required to maintain status in the military reserve shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned paid time off (PTO). An employee who returns from such military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay, subject to USERRA requirements.

9.10 Industrial Injury. Leaves for bona fide injury in accordance with the Worker's Compensation Law shall be upon the same conditions as stated in 10.5, except as modified in this section. Employees shall be eligible for such leave upon completion of the introductory period. An industrial injury leave for a period thirteen (13) consecutive weeks or less shall entitle the employee to reinstatement to the vacated position and shift. A leave of absence without pay for a period exceeding thirteen (13) consecutive weeks, but not exceeding twelve (12) consecutive months entitles the employee to the first available position for which qualified.

9.11 Bereavement Leave. Up to three (3) days of paid leave for full-time or part-time employees with benefits (pro-rated for such part-time employees) in lieu of regularly scheduled work days shall be allowed for death in the immediate family during the seven (7) day period following the death of a member of the employee's immediate family. The manager will give consideration to requests for bereavement outside the seven (7) day period. An additional two days of paid time off may be granted, up to a maximum of five (5) days, where the distance exceeds 500 miles. Immediate family shall be defined as grandparent, parent, wife, husband, significant other in lieu of spouse, brother, sister, child or grandchild, mother-in-law, father-in-law, son or daughter-in-law, and step-parents or step children.

9.12 Jury Duty. An employee who is required to engage in jury duty on scheduled work days, will be paid the employee's appropriate normal rate for the scheduled work hours missed because of such jury duty. To qualify for such pay, an employee must give the Manager advance written notice of jury duty call (by submitting a copy of the juror notice). Employees are encouraged to perform their civic duty of juror service. Employees are reminded, however, that under state law, an employee may make written request for excuse from jury duty service upon a showing of undue hardship, extreme inconvenience, public necessity, prior jury service once in the last two (2) years, or any other reason deemed sufficient by the court. If requested by the employee and in appropriate circumstances, the Employer will provide an explanatory letter to support an employee's request for excuse from jury duty service.)

9.13 Leave Return. Failure to report from a leave of absence as scheduled, without prior written authorization from the Employer, shall be considered an automatic resignation.

ARTICLE 10 HEALTH AND LIFE INSURANCE AND RETIREMENT PROGRAMS

10.1 Benefits Plan. Employees who have an assigned FTE of thirty-two (32) hours per pay period (.4 FTE) are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of forty-eight (48) hours per pay period (.6 FTE), the Employer will provide a medical and dental option that pays the employee premium and at least fifty percent (50%) of the cost of dependent coverage. All employees who have an assigned FTE between thirty-two (32) and forty-seven (47) hours per pay period will be able to participate in benefits as defined by the Employer's benefit program, which will provide a medical and dental option that pays at least fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding dependent premium. All employees may participate in available flexible spending accounts.

10.1.1 Premium Pay in Lieu Of Benefits. Regular full-time and part-time employee may elect to receive a premium of fifteen percent (15%) added to the employee's base rate according to the longevity schedule in lieu of most benefits.

The timeframe for this election will comply with benefit requirements at hire, with a change in benefit eligibility status, or annually on dates designated by the Employer. Employees will be given advance notice of enrollment dates. After the decision to receive pay in lieu of benefits has been made by the employee, no change in that compensation status will be allowed except as provided herein. An employee electing pay in lieu of benefits premium will be granted time off without pay in accordance with the Hospital's vacation scheduling policies.

10.1.2 Benefits Waiver. Employees eligible for benefits in this section may elect at hire or during annual enrollment to be paid a fifteen percent (15%) premium per hour in addition to the regular wage rate in lieu of certain benefits.

10.2 Long-Term Disability Plan. An Employer-paid long-term disability plan shall be provided for employees who work forty-eight (48) or more hours per pay period.

10.3 Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law. The Employer may deduct only the amount mandated by law to be deducted from employee's pay which represents one-half (1 ½) of the supplemental pension assessment of the workers compensation premium paid on behalf of each employee.

10.4 Transitional Duty. The Employer will make a good faith effort to provide return to work options through the Employer's Transitional Duty Program to employees who are injured on the job and are medically released to modified duty. Any such assignment will be consistent with the medical restrictions certified by a physician. Employees offered work through the Transitional Duty Program may not decline assignments that match the shift and hours of their previous assignment.

10.5 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees as required by law.

10.7 Life Insurance. A group life insurance plan in the amount equal to one (1) time the employee's annual salary will be provided for all employees who work forty-eight (48) or more hours per pay period.

10.8 Retirement Plan. Employer will provide a retirement plan for its employees. Retirement benefits, eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan.

10.9 Plan Changes. Participation in the Employer's Flexible Benefit Plan, Retirement Plan and any other benefits set forth in this Article 11 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) calendar days prior to the intended implementation date for the Hospital.

In the event the Employer convenes an employee benefits committee to review, modify or review these plans a member of the bargaining unit will be invited to participate. The Employer will retain final plan decision authority at all times. If the Employer does elect to make plan changes it shall meet the notice and discussion requirements as noted.

ARTICLE 11 - EMPLOYMENT STATUS

11.1 Resignation. Regular employees shall provide a minimum of twenty-one (21) days of written notice of intended resignation. Failure to give such notice shall result in loss of termination benefits.

11.2 Termination Notice. At least twenty-one (21) days written notice of termination of employment or pay in lieu thereof shall be given to employees by the Employer plus any vacation due, except in the case of discharge for cause. Should the employee be discharged for just cause, he/she would thereby forfeit all benefits.

11.3 Travel. An employee who in accordance with hospital policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employment of the hospital unless, by mutual agreement in writing between the Employer and the employee stated specifically and in advance, that other arrangements have been made. If the return trip to the hospital is not made by ambulance, etc., in which the employee traveled with the patient, the employee's return trip shall be provided at no expense to the employee.

11.4 Reduced Schedules. Employees who work reduced schedules at the request of the Employer for reasons beyond the Employer's control shall not lose any benefits due them nor shall the reduced schedule alter the anniversary date. In the event of an extended layoff amounting to thirty (30) days or more, employees will carry over the amount of seniority and accrued benefits due them from their last day on the payroll.

11.5 Just Cause. No employee shall be discharged or disciplined except for just cause. Upon request of an employee who feels that discipline or discharge was not for a just cause, the employee shall have the right to invoke the grievance procedure herein.

11.6 Job Openings. Notices of vacancies shall be posted for seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Notice of vacancies will be posted on the FHS website. When a vacancy or shift opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, and ability are considered equal in the judgment of the Employer. To be considered for any vacancy, an employee must complete and submit an application for transfer through the electronic application process. All applicants shall be advised of the hiring decision.

11.7 Layoffs. When it becomes necessary for the Employer to permanently reduce the work force, the Employer shall give as much notice as practicable. In cases of anticipated layoffs, written notice will be given at least twenty-one days before such action is to be effective; except in cases of urgent and unexpected circumstances.

11.7.1 A permanent or prolonged reduction of personnel is necessary, including the elimination of position(s), the Employer shall first seek volunteers from the affected classifications. If the reduction need is not met by volunteers, the employee(s) to be laid off will be the employee(s) in the affected job classification(s) who has the least seniority provided skills and ability are equal. Probationary and temporary employees will be laid off prior to laying off any regular employees.

11.7.2 Upon request, the Employer and the Union will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. The Employer will notify the union at the same time it notifies the affected employee.

11.7.3 Upon layoff, the names of such employees shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. An employee shall be removed from the roster upon re-employment, upon refusal to accept regularly scheduled work offered by the Employer, or at the end of twelve (12) months. It shall be the employee's responsibility to keep the Employer informed of his/her status and current address.

11.7.4 When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff.

11.7.5 Seniority. For purposes of this Agreement seniority shall be defined as an employee's length of service in calendar years since most recent date of hire with the Employer. For Radiology Department employees who have status within more than one modality, seniority will be defined as length of service in calendar years, within the job classification.

11.7.6 Employees shall be notified by telephone of an offer of work and the date to return from recall. If the employee cannot be reached by telephone and/or does not respond to the Employer's message within twenty-four (24) hours of the call, the Employer will notify the employee of the return to work offer by certified mail. If the employee needs to give notice because of employment with another Employer, up to fourteen (14) days will be allowed for returning to work.

11.8 New Services. In the event a new unit is developed, new patient care services are provided, or current units and/or services are reconfigured, the Conference Committee shall have an opportunity to review and make recommendations as to the placement of the bargaining unit members with the appropriate unit and/or service. The Conference Committee is advisory in nature and the Hospital reserves the right per Article 21 to determine work assignments and services.

ARTICLE 12 - HOSPITAL CONVENIENCE DAYS

12.1 Reduced Workload Scheduling. The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements.

When scheduled staff exceeds organizational needs, the Employer would intend to reduce its staff in the following cut order:

- a. Overtime
- b. Voluntary Cut
- c. Per Diem
- d. Extra Days
- e. Involuntary cuts determined on a rotating seniority basis until all regular employees have been involuntarily cut or have volunteered to take such cut. (Voluntary cuts are not counted for any shifts above an employee's assigned FTE.) If an employee is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible. Credit for a cut will be given so long as the cut is at least two (2) hours in length.

Cut hours will be applied in the above order by seniority within a job classification in the department providing skill, competency, and ability in a specific area are considered equal by the Employer. The Employer will attempt to give at least one and one-half (1 1/2) hours notice to the employee in advance of the scheduled shift of low census. If the Employer does not attempt to notify the employee at least one and one half (1 1/2) hours in advance of the shift and the employee reports to work, the employee will be provided at management's discretion with four (4) hours of work or four (4) hours of pay at straight time. If the Employer does attempt to notify the employee at least one and one-half (1 1/2) hours prior to the scheduled shift but fails to reach the employee, the four (4) hour guarantee shall not apply.

ARTICLE 13 - PERSONNEL RECORDS

13.1 File Review. An employee may, upon request and appropriate notice, inspect the contents of his/her official personnel files except for confidential reports from previous employers.

13.2 File Information. No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel files provided the following disclaimer is attached. Refusal to sign a disclaimer may be grounds for termination for cause. "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement." In instances where the employee refuses to sign the Employer will note "refused to sign" and may include such documentation in file.

13.3 Correction to File. If the employee believes that any of the above material is incorrect or a misrepresentation of the facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

13.4 File Content. An employee may include in his/her personnel file copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates creditability on the employee. This material shall be retained for a minimum of three (3) years.

13.5 Employee Reprimands. Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of three (3) years. For purposes of this section, a "year" shall be defined as 2080 paid hours.

13.6 Safety. It is the intention of the Employer to provide 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 Employer shall provide orientation and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs. Employees will comply with hospital safety regulations and utilize available safety protective devices and equipment. It is expected that employees will use professional judgment concerning safety practices. Employees with concerns regarding health or safety hazards are encouraged to bring their concerns to the attention of the Safety Committee. The Union shall appoint one (1) bargaining unit member to the Safety Committee.

13.7 Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. The Conference Committee shall be the appropriate forum to assist with mutual problems. Nothing in this section shall substitute for the grievance procedure provided in tills Agreement.

ARTICLE 14 - LABOR MANAGEMENT COMMITTEE

There shall be established a Labor Management Committee consisting of three (3) elected representatives from the employee unit and three (3) representatives from hospital management. This committee shall be advisory only, and shall meet at the request of either party to discuss any matter relative to the interpretation of this Agreement, or any other matters pertaining to the conditions of employment at the Hospital. The purpose of this committee is to provide a channel of communication between the employees and the Hospital and to aid in the implementation of this Agreement. The Employer will pay one (1) hour of pay each for committee member attendance, up to six (6) times per year. If invited by the committee, representatives from the X-Ray Tech unit may attend the RN Labor Management Committee.

14.1 Issues regarding equity and inclusion of hospital bargaining unit employees may be a committee agenda item, and the committee may identify and develop applicable data to perform its advisory role. Such data could include, but is not limited to Employer EEO-1 demographic reports, and employer policies relating to discrimination and equity and inclusion. The Labor-Management Committee will attend a one-day training intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work.

The Committee will jointly select an independent facilitator within six (6) months of ratification with the intent of completing the training within nine (9) months of ratification.

The Committee may consider whether to recommend extending training or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee.

There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

14.2 Staffing for Quality Care and Services. The parties agree there should be an adequate number of staff in all departments and on each shift to maintain safe, quality care. Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor as soon as the problem is identified.

1. Employee(s) believing there is a continuous staffing problem which may include low census and/or the inability to receive rest periods and lunch breaks, or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to address the issues immediately with their supervisor. In addition, employees may choose to document significant concerns and provide that documentation to management. Such documentation can also be emailed to management and the HR Director. The staffing matrix or protocol for each area will guide staffing decisions.
2. If the matter is not satisfactorily resolved by the Supervisor, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the COO or his/her designee.

If there is no consensus with Labor Management Committee, either party may make a written recommendation to the COO of the Hospital. The COO or his/her designee shall respond in writing within thirty (30) day of receipt. His/her decision shall be final. Emergency situations requiring immediate attention may be brought directly to the HR Director to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the COO.

3. St. Elizabeth Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, direct supervisor or the hospital administration of his or her concerns about staffing.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as an alleged violation of the letter or intent of this Agreement. If any such grievance should arise, it should be submitted to the following grievance procedure. The time limits set forth in the following steps may only be extended by mutual consent of the parties. An employee may be represented by a Local Unit or authorized representative of the Union at any step of the grievance procedure. The term "working days" shall be for the purposes of this Agreement defined as Monday through Friday.

15.2 Step 1 - Immediate Supervisor or Department Head. The employee shall submit the grievance to the immediate supervisor or department head and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) working days of the employee's knowledge of the facts that constitute a grievance or any other contract matters. The immediate supervisor or department head shall respond to the grievance within ten (10) working days.

15.3 Step 2 - President. If the matter is not resolved as a result of Step 1, the grievance must be submitted in writing to the President or the designated representative within ten (10) working days of the receipt of the immediate supervisor's response. At the request of either the Union or the Employer, the parties to the grievance shall meet in an effort to resolve the matter within ten (10) working days of the President's or their designated representative's receipt of the grievance. Within ten (10) working days of the meeting on the grievance, the President or their designated representative shall respond in writing to the grievance to the Union.

15.4 Step 3 - Arbitration. If the grievance is not resolved on the basis of the foregoing, the Union may submit the issue to arbitration by notifying the Employer within ten (10) days of the Union's receipt of the President or designated representative's written response in accordance with Step 2. A list of nine (9) arbitrators from Oregon-Washington will be requested from the Federal Mediation and Conciliation Service. Upon receipt of such a list, the parties shall alternatively strike the names from the list until only one name remains.

The person whose name remains shall be mutually selected as arbitrator for the dispute. The arbitrator's decision 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.

The arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they may apply to the specific facts at issue in the dispute. Each party shall bear one-half (1/2) the fee of the arbitrator and any other expenses directly 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 the witnesses called by the other party.

ARTICLE 16 - NO STRIKE CLAUSE

The parties to this Agreement realize that this hospital and other healthcare institutions provide essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to resolve disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents shall, directly or indirectly, authorize, assist, or encourage, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer. Any employee(s) found to have violated this Article 17 shall be subject to immediate discipline, including possible discharge.

ARTICLE 17 - SEPARABILITY

It is the belief of both parties that all provisions of the Agreement are lawful. If any section of this Agreement shall be found to be contrary to existing law by a Federal or State authority, or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the parties shall enter into immediate collective bargaining regarding the unlawful section(s).

ARTICLE 18 - COMPLETE AGREEMENT

The parties hereto have had an opportunity to raise and discuss all bargaining subjects leading to the adoption of this Agreement. Therefore the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated the Agreement. If the parties further agree, this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 19 **HOSPITAL OPERATIONS RIGHTS & RESPONSIBILITIES**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically and/or meeting medical emergencies. Therefore, the Union recognizes the right of the Employer to operate and manage the hospital, including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or delete positions; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to sub-contract or discontinue work for economic, medical or operations reasons; to select and hire employees; to promote or demote employees; to discipline or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work from employees; to promulgate rules and regulations and personnel policies, provided that such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such procedures as it from time to time shall determine.

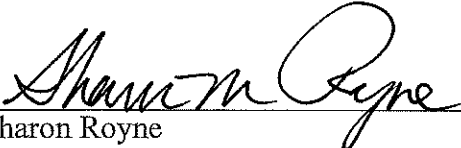
ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be effective the first full pay period following ratification and it shall continue until and including March 31, 2023. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new agreement. Bargaining shall commence within a reasonable time following the date of timely notice.

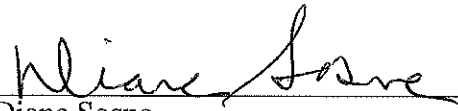
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15 day of March, 2021.

ST. ELIZABETH HOSPITAL

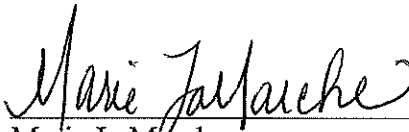
SEIU HEALTHCARE 1199NW



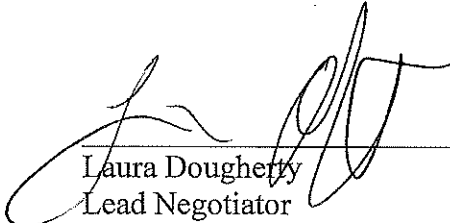
Sharon Royne
Senior VP, Human Resources



Diane Sosne
President



Marie LaMarche
Division Director of Labor Relations



Laura Dougherty
Lead Negotiator

2020 - 2023
Memorandum of Understanding

St. Elizabeth Hospital
Enumclaw, Washington

and

SEIU HEALTHCARE 1199 NW

1. PTO Donations. Employees may donate PTO hours to a pool of hours collected for disbursement to the bargaining team. Donations should be submitted on a PAR to the Human Resources Department within twenty-one (21) days following ratification.

Copies of PARs will be provided to SEIU and SEIU will provide the Human Resources Department with a distribution list with the number of hours designated for each bargaining team member. The PTO hours will be transferred into applicable employees' PTO accounts within two (2) pay periods following receipt of the distribution list from SEIU.

Employees receiving pay in lieu of benefits will receive a payment at their regular rate of pay equivalent to the number of the PTO hours they are eligible to receive.

2. Tax Sheltered Annuity Plan. The Employer's former 403b tax-sheltered annuity retirement plan is frozen. Employees who have an existing vested balance in the plan will retain that based on plan requirements.

3. Recruitment. Recruitment and filling of vacancies may be a topic of discussion and data-sharing at the Labor Management Committee.

4. PTO Conversion. Effective the first full pay period following April 1, 2021, employees may elect to convert twenty (20) hours of EIB to PTO by indicating their interest on a PAR and submitting it to the HR Department no later than May 1, 2021.

5. Ratification Bonus. For employees covered by this agreement who are employed as of the date of the payment, there will be a ratification bonus payment equivalent to 2% on gross earnings for 11 pay periods starting with pay period April 5, 2020 and ending pay period ending September 5, 2020. The payment will be paid within two pay periods following the date of ratification.

6. Lump Sum. In the event that an employee covered by this agreement does not receive a 2.5% ratification increase for the 2020-2023 contract cycle, a round up lump sum to 2.5% will be paid effective two pay periods post ratification.

7. Tech and RN Labor Management Committees shall meet jointly to select an independent facilitator and attend a one-day training described in article 14. If either committee recommends extending training or elements of the training to additional bargaining unit members and/or management representatives both committees shall have the right to participate.

8. The Labor Management Committee will add a standing agenda item to discuss Per diem recruitment challenges. Recommendations to help fill per diem positions may be presented to the COO and the Director of Human Resources. The Labor Management Committee may add as an Agenda item a discussion of best practices for scheduling staff.

9. Per Diem Incentive. In recognition of the current per diem employees the employer will pay incentive pay of time and one half for the first 3 shifts worked for each per diem employee following ratification.

10. Health Bonus. For 2021 year – If a wellness incentive is not offered in benefit plan year 2021, or if it reduced below \$450, those employees who participate in a CHI Franciscan Health benefit plan will be entitled to a Health Bonus up to \$450 based on participating in a hospital-based program designed to encourage wellness activities in calendar year 2021. The hospital-based program will be designed by management with input from the Labor Management Committee. Any earned health bonus will be paid in a lump sum in the first pay period of February 2022 as part of the employee's regular pay and subject to applicable tax withholding. In order to receive the payment, the individual must be employed on the date of payment. The same benefit will be maintained in 2022, and payable in a lump sum in the first full pay period of February 2023. The union and employer agree that this obligation will end December 31, 2022. The same benefit will be maintained in 2023, and payable in a lump sum in the first full pay period of February 2024. The union and employer agree that this obligation will end December 31, 2023.

11. Medical Premiums. The Employer agrees that monthly employee medical premium contributions for calendar year 2021 will not exceed employee premium amounts in existence as of January 1, 2020 for like plans.

12. St. Elizabeth's will undertake a work experience credit audit for employees covered by this bargaining unit and adjust the employee on the pay scale according to 2020 new hire guidelines, that provides year for year credit for past experience, no later than April 1, 2021.

13. The parties agree to rename the steps with a scale that starts with Base and ends with step 26. So that Step 1 will be renamed Base and Step 2 will renamed step 1, and so on up the scale. Notification to employees will occur once this change is implemented.