

COLLECTIVE BARGAINING AGREEMENT

between

DEACONESS HOSPITAL

and

SEIU HEALTHCARE 1199NW

Service Bargaining Unit

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AGREEMENT

THIS AGREEMENT is entered into by and between Deaconess Hospital hereinafter referred to as “DH” or the “Employer,” and SEIU Healthcare 1199NW, hereinafter referred to as the “Union.”

The intent of this Agreement is to set forth a mutually agreed working relationship between DH and the bargaining unit employees identified in Appendix A employed at Deaconess Hospital (“DH”) located at 800 West Fifth Avenue, Spokane, Washington 99204 with respect to wages, hours of service, general conditions of employment and lines of communication. The common objective of DH and the bargaining unit employees is delivery of superior patient care, harmoniously obtained and consistently maintained.

ARTICLE 1—RECOGNITION

Section 1

DH recognizes the Union as the collective bargaining representative of the Non-Professional (Service) bargaining units at DH with respect to wages, hours, and working conditions. The bargaining units consist of DH employees employed at DH in the job classifications identified in Appendix A (hereinafter collectively referred to as “employees”). Temporary employees, contracted travelers, agency employees, and all other DH employees, managerial employees, confidential employees, physicians, professional employees, registered nurses, licensed practical nurses, technical employees, skilled maintenance employees, business office clerical employees, assistant unit managers, guards and supervisors are excluded from the DH bargaining unit.

Section 2

This recognition is limited to DH operations currently at 800 West 5th Avenue, Spokane, Washington and at D.H.E.C. and H.O.P.D., and does not apply to employees working in any other present or future operations of DH.

Section 3

This recognition shall not be interpreted to limit non-bargaining unit employees from performing work also performed by employees in the bargaining unit, as long as bargaining unit work is not the employee’s primary duty.

ARTICLE 2—UNION MEMBERSHIP

Section 1 Membership/Agency Fee

a. Membership/Agency Fee. All employees who are members of the Union on the effective date of this Agreement, or who voluntarily join thereafter, shall maintain their membership, or satisfy the financial obligations set by the Union, during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and who choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union. All employees hired on or after the effective date of this Agreement shall, within thirty-one (31) days after employment, become and remain members or become agency-fee payers as a condition of continued employment for the duration of this Agreement.

b. Employees Holding Certain Religious Beliefs. In accordance with applicable law, any employee who is 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. In lieu of tendering payment to the Union of dues and fees uniformly charged by the Union to members of the Union, such an employee shall pay the amount of such dues and fees to a non-religious charity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as selected by the employee. Such an employee must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

c. Consequences for Failure to Comply with Article 2, Section 1(a). During the term of this Agreement, an employee who fails to pay the dues or agency fees identified in Article 2, Section 1(a) shall be discharged by DH within thirty (30) calendar days after the receipt of written notice to DH from the Union, unless the employee fulfills the obligation to pay dues or agency fees set forth in Article 2, Section 1(a).

Section 2 Dues Deduction

During the term of this Agreement and after receipt of a voluntarily signed check off authorization form dated and executed by an employee, DH shall deduct dues or agency fees from the pay of such employee, until such check off authorization is revoked by the employee in accordance with the terms thereof and applicable law. The amount deducted and a roster of all employees using payroll deduction 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 deductions.

a. Deductions will be made pursuant to this Section in accordance with applicable law governing priorities between deductions required by law and voluntary employee deductions.

b. The Union agrees to refund amounts remitted in error, upon evidence of error. DH agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees, upon presentation of evidence of error.

Section 3 Bargaining Unit Information

Upon the signing of this agreement and monthly thereafter, the Employer shall supply to the Union via a FTP site an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, telephone number, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, campus/worksite, unit, shift, FTE, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires, a list of all employees who have terminated during the month, and a list of all employment status changes for bargaining unit employees via a FTP site. The new hire, termination, and employment status lists shall include the same data as the monthly employee roster except for monthly gross earnings. The termination list shall include the termination date. The employment status list shall include if the employee is no longer in a bargaining unit position.

Section 4 Voluntary Political Action Fund Deduction

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. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. 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 a 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 such deduction made from the wages of such employee.

The Union agrees to reimburse the Employer for its reasonable cost of administering this COPE check-off provision. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to this COPE check-off provision to reimburse the Employer for its reasonable costs of administering the check-off.

Section 5 Indemnification of DH

The Union shall indemnify, defend, and hold DH harmless against any and all claims, demands, suits, grievances, or other forms of liability that may arise against DH for or on account of any action taken by DH to pursuant to this Article.

ARTICLE 3—UNION REPRESENTATIVES

Section 1 Union Access to DH

Duly authorized representatives of the Union may have access at reasonable times to those areas of DH's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to patient care areas or employee lounges unless advance approval has been obtained from Human Resources. Access to DH premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital. The Union may utilize DH meeting rooms, under the same rules applicable to other organizations, for the purpose of conducting meetings with current bargaining unit employees. Such meetings may not disrupt Hospital operations.

Section 2 Bulletin Boards

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer on each unit or department in nonpublic areas. A copy of such notices will be provided upon request to the Human Resources Department.

Section 3 Union Negotiating Team

Where DH has received appropriate advance notice, DH will reasonably attempt to assist members of the SEIU Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings for their particular bargaining unit, provided that such relief does not create overtime. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for, nor will it be compensated by, DH. Such time may be taken as accrued PTO time, personal leave, or unpaid time off.

Section 4 Union Business

Employees shall not conduct non-work-related business, including Union business in patient care areas nor during hours of work, excluding lunch and break periods taken in non-patient care areas, unless approved by the Employer in writing. As with other non-work-related conversations, the foregoing prohibition on conducting union business during hours of work only does not apply to short, de minimus conversations that do not interfere with the work of any employees who are on duty.

Section 5 Officers/Delegates

The Union shall designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking time, and shall not interfere with the work of other employees. A Union delegate or officer shall be allowed one-quarter of an hour of unpaid time at a time designated by the Employer during the regularly scheduled orientation for newly hired bargaining unit members for the purpose of introducing bargaining unit members to the Union and to this Agreement. Subject to applicable advance notice and scheduling requirements and with the Employer's approval, up to eight (8) Union officers, delegates or contract committee members may use one (1) day (eight (8) hours) per contract year of paid educational leave time (Article 15, Section 2) to attend Union-sponsored training in leadership, representation and dispute resolution.

ARTICLE 4—DEFINITIONS

Section 1 Regular Full-Time Employee

An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status or position, and who is in a position which has budgeted/approved hours of seventy-two (72) or more in a fourteen (14) day pay period. An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status, and who is in a position which has budgeted/approved hours between eight (8) and fewer than seventy-two (72) in a fourteen (14) day pay period. (Employees with less than forty (40) budgeted/approved hours per pay period are not eligible for benefits unless so specified).

Section 2 Regular Part-Time Employees

A regular part-time employee with approved hours between eight (8) and fewer than seventy-two (72) per fourteen (14) day pay period may elect to receive a premium of twelve percent (12%) above his/her base rate of pay ("per diem premium") in lieu of paid sick and PTO leave. Election of the per diem premium may occur at date of hire, upon a change from full-time to part-time status or during open enrollment. Employees who have elected the per diem premium are entitled to unpaid PTO time, which will be accrued, tracked and scheduled in the same manner as paid PTO is accrued, tracked and scheduled for regular employees. Regular part-time employees who have accumulated, unused paid PTO and personal leave when they elect to receive the per diem premium shall be entitled to use such paid leave until it is exhausted, in accordance with applicable DH policies and procedures. Any balance of accumulated, unused sick leave will be frozen and unavailable to the employee until the employee's status changes to regular full-time or regular part-time without the per diem election.

Section 3 Unit Based Supplemental Employee

An employee who has no regularly scheduled hours and has signed a Unit Based Supplemental Employee Agreement. Unit based supplemental employees are utilized to cover the staffing needs of a specific unit. Each unit based committee, shall determine guidelines for how unit based supplementals will be used to cover the staffing needs (For example, supplementals may work in excess of the minimum requirements and may take call). The Employer retains the discretion to modify the guidelines to meet the needs of the unit. The Employer will meet with the unit based committee and discuss alternatives. Unit based supplemental employees must be available at least four(4) open shifts per month, including night, evening, and weekend shifts, and must be available to cover two (2) of the holidays identified in Article 10 of this Agreement. DH may schedule unit based supplemental employees to cover shifts for reasons such as census fluctuations, vacations, extended ill periods, and other leaves of absence of employees. Unit based supplemental employees are not eligible for benefits unless so specified.

Unit based supplemental employees receive a premium of sixteen percent (16%) above his/her base rate in lieu of all benefits. Unit based supplemental employees are eligible for premium pay and differentials as specified in this Agreement.

Unit based supplemental employees must complete a Unit Based Supplemental Employee Agreement. A copy of the Unit Based Supplemental Employee Agreement will be maintained in the employee's personnel file. Unit based supplemental employees must abide by the requirements of the Agreement s/he signs in order to remain in employment with DH. DH retains the right to alter these standard agreements, in its discretion, based on patient care and unit needs, in accordance with this Agreement.

Unit based supplemental employees also must complete an "Available to Work" Calendar in accordance with applicable DH policy.

An employee whose status changes from regular to unit based supplemental will be cashed out of accumulated balances of PTO, up to the maximum allowed pursuant to Article 11, Section 3 of this Agreement, unless the employee requests otherwise, and DH agrees, in its discretion. Sick leave balances will be frozen and not used except in such case where the unit based supplemental employee is pre-scheduled to work at least one week in advance and he/she experiences a sick leave qualifying event. In such case, sick leave hours may be used for the scheduled shifts not worked.

Section 4 General Supplemental Employee

An employee who has no guaranteed or regularly scheduled hours and has signed a General Supplemental Employee Agreement. General supplemental employees are hired to cover staffing needs of specific Clinical Groups and must meet clinical requirements established by DH for each group. General supplemental employees must be available at least four (4) open shifts per month, including night, evening, and weekend shifts. General supplemental employees will be scheduled to cover shifts for reasons such as census fluctuations and sick calls. General supplemental employees are not eligible for benefits unless so specified.

Section 5 Temporary Employee

An employee who is employed for a specific period of time not exceeding six (6) months, and for a specific purpose, such as a special project of definite duration, a position with grant funding for a specified period, or to cover for a regular employee on an extended leave of absence. Temporary employees are excluded from the bargaining unit. Temporary employees shall not be eligible for either purchased or accrued benefits. If the temporary employee is hired as a regular employee, and satisfactorily completes the probationary period, the employee's date of hire and seniority date shall be that date on which the employee was hired as a regular employee.

Section 6 Agency Employee

An employee who is employed by a temporary agency and assigned to work at DH. Agency employees are excluded from the bargaining unit. Agency employees shall not be eligible for either purchased or accrued benefits through DH.

Section 7 Contracted Traveler

An agency employee or independent contractor with whom DH has contracted to work for a specified period of time. Contracted travelers are excluded from the bargaining unit. Contracted travelers shall not be eligible for either purchased or accrued benefits through DH.

Section 8 Probationary Employee

The probationary period for a newly hired employee shall be at least ninety (90) calendar days from the first day of work or orientation. If a particular unit maintains a uniformly-applied extended orientation period which exceeds ninety (90) days, the probationary period shall automatically be extended to the end of the extended orientation period. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended at DH's discretion for up to ninety (90) days by written notice to the employee sent before the expiration of the initial probationary period. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason and without notice, and such discharge shall not be subject to the grievance and arbitration procedure. Probationary employees shall not be required to give fourteen (14) days' notice of termination. Upon successful completion of the probationary period, an employee's seniority date will be retroactive to the employee's date of hire.

Section 9 Lead

An experienced employee who has been assigned by the Employer to act in a lead role to other employees. Lead assignments shall be within the discretion of the manager, or designee. Lead duties include coordinating activities, maintaining organization, and making work assignments for the entire department. Lead duties will be considered when making patient care assignments, where appropriate. Coordinators shall not be eligible for lead pay because lead duties are part of their regular job duties.

ARTICLE 5—EMPLOYMENT PRACTICES

Section 1 Equal Opportunity

The provisions of this Agreement shall be applied without regard to race, religion, color, creed, age, gender, national origin, marital status, sexual orientation, Union activities or membership and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Union will cooperate with the Employer's policy of nondiscrimination in all aspects of employment. The Employer's shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All employees should report harassment perceived to violate the Employer's policy to the Director of Human Resources or another member of Management immediately. Retaliation against an employee for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

Section 2 Resignation in Good Standing

Employees who wish to resign employment must obtain an Employment Separation Packet in the Human Resources Office and follow the procedures designated by that office. Employees wishing to resign employment in good standing are expected to give as much advance notice as possible and at least fourteen (14) days' written notice. Failure to give notice shall result in the employee not being considered as having terminated in good standing. The Employer will give consideration to situations that would make such notice by the employee impossible. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, he/she must work all scheduled shifts during the notice period or shall be considered as not having terminated in good standing.

Section 3 Discipline and Discharge

- a. Just Cause. No non-probationary employee shall be disciplined or discharged without just cause. A non-probationary employee who feels he/she has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written warning), and review of performance expectations or evaluations shall not constitute discipline, and therefore shall not be subject to the grievance procedure. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.
- b. Progressive Discipline. The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, suspension and discharge. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be suspended or discharged for a first offense if the type of the offense so warrants. Written warnings and suspensions shall expire after two (2) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, the Employer shall have the right to disregard the forgoing expiration period where an employee has demonstrated a recurring pattern in the progressive disciplinary process.
- c. Union Representation. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.
- d. Copies of Written Discipline. Employees will be provided a copy of any written discipline, and shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees shall have the opportunity to provide a written response to any disciplinary action to be included in the personnel file.

Section 4 Personnel Files

Employees' personnel files shall be maintained in the Human Resources Department. Upon the request of an employee in writing to the Human Resources Department, information in the employee's personnel file will be made available for inspection by the employee. Copies of

progressive discipline, performance improvement plans, and written performance evaluations shall be maintained in the employee's personnel file.

Section 5 Floating

The Employer may maintain a regular employee float pool. The float pool and supplemental staff will serve as the initial resource for meeting fluctuating staffing needs. Managers, or designees, however, may assign employees to float to a unit or work area in which they are clinically competent, as defined and verified by the Employer, other than the one to which the employee is normally assigned. In meeting patient care needs through the use of floating, managers, or their designees, may float staff outside of those groupings where necessary, in their discretion. Floating assignments will be appropriate, in the Employer's judgment, to the employee's scope of practice and clinical expertise. If an employee believes that the floating assignment is not appropriate based on his/her area of expertise and could result in unsafe patient care, the employee should complete an "Exception to Assignment Form" and contact the supervisor for consultation.

Each affected employee will receive orientation to the unit/department. Orientation will be appropriate to the assignment and will take into account the employee's previous experience and familiarity with the unit/department and patients to which such employee is assigned. Floating assignments will be made based on matching the skills of the employee to his/her assigned patients.

Affected employees will be expected to perform all basic job functions but will not be required to perform tasks or procedures specifically applicable to the unit/department for which they are not qualified or oriented to perform. Unit/department managers in consultation with employees regularly assigned to the unit/department will develop specific orientation tools to be used by employees floated to the unit/department.

The Employer will endeavor to rotate floating among all staff in a department/unit, consistent with patient care needs.

Section 6 Evaluations

All employees will be evaluated in writing prior to completion of the probationary period. Thereafter, written evaluations will occur on an annual basis within sixty (60) days of the employee's anniversary date of hire. The Employer may conduct interim evaluations if it deems such evaluations necessary. Employees shall perform a self-evaluation as part of the evaluation process. The employee will be given a copy of the evaluation, upon request. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

Section 7 Communication

Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of management. Informal discussions with management, however, will not extend the time limits set forth in the grievance procedure contained in Article 17.

Section 8 Posting of Vacancies

DH will determine and post bargaining unit job openings, which may include vacated or newly-created positions, for a period of at least seven (7) calendar days prior to filling the vacant position. Postings may be limited to the unit/department in which the opening exists if the manager knows of qualified and interested staff within the unit/department. This shall not extend the required posting period. Hospital- or system-wide postings will be on the bulletin board in the DH Human Resources office, and may be posted elsewhere if deemed appropriate by Human Resources. Positions may be posted externally at the same time as they are posted hospital- or system-wide. The notice will specify the unit/department, shift, and number of approved hours per pay period for the open position.

DH may consider all qualified applicants, both internal and external, for available job openings. To be considered, an applicant must apply in writing during the applicable posting period (applications must be made to the Human Resources office). Qualifications to perform the duties of the position and performance history shall be the primary considerations in the selection process. If two or more qualified applicants apply for a vacant position and are considered to be substantially equal in skills, competence and abilities for the open position, in the sole judgment of DH, applicants within the department/unit will be given preference, followed by applicants within Deaconess Hospital, followed by applicants within other local affiliated medical facilities (e.g., Valley Hospital, Rockwood Clinic, etc.) before external applicants. If two or more qualified applicants within the unit/department apply for a vacant position, and are considered substantially equal in skills, competence, and abilities for the open position, within the sole judgment of DH, unit/department seniority shall be the tie-breaker. If two or more qualified applicants within any of the other groupings apply for a vacant position, and are considered substantially equal in skills, competence and abilities for the open position, within the sole judgment of DH, DH seniority shall be the tie-breaker. There shall be no obligation to train an applicant to become qualified. An employee must be in a position for at least six months before he/she may be considered for a transfer to a different position, unless DH agrees to waive this requirement, in its discretion.

If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when s/he will be placed in the position. Taking into

account patient care needs, the Employer will make every effort to place the selected employee into the new position within 30 days.

Section 9 Trial Period

There shall be a trial period of ninety (90) calendar days following a transfer to a different position. During that trial period, the employee's performance shall be evaluated. If DH determines that the employee is not performing satisfactorily in the new position, the employee may return to the employee's prior position, if it remains open, or may apply for any available vacant positions. If the employee is not placed into any of these vacant positions, pursuant to Section 8, above, the employee may be laid off and placed on the reinstatement roster. Such an employee will not be eligible for severance benefits, and may not bump another employee. There shall be no automatic right for a transferred employee to return to his/her prior position unless the position remains open.

Section 10 Re-employment

Employees who are re-hired into the same job classification within twelve (12) months of voluntary termination shall be re-employed at their prior base rate and shall have their prior seniority reinstated, provided, however, that no seniority or other benefits shall accrue during the time the employee was not employed. Prior levels of PTO and sick-leave accrual shall be reinstated except to the extent that the employee has "cashed out" accrued benefits.

Section 11 Additional Hours

Employees desiring to work additional shifts shall notify the Department/Unit Manager or designee, in writing, indicating their availability.

Section 12 Reduction/Increase in Hours

Where an employee holds a position with a particular number of approved hours, the employee may reduce or increase hours only if there is a position available with the desired number of hours, and the employee applies and is selected for the position in accordance with Section 8 of this Article.

Section 13 Ongoing Increase in Hours

If a part-time or supplemental employee is continuously working hours equivalent to a regular FTE for a period of three (3) months or more the Union may request an objective, good faith review to occur within fourteen (14) days of the date the request is received by the Director of Human Resources (or designee) to determine whether an FTE should be posted. This review shall not apply to supplemental employees who are working hours on a temporary basis to

cover vacations, sick calls or leaves of absence, to cover a position vacancy or for a special project. If the FTE meets the requirements set out above, the FTE must be posted within 14 days of the determination and the provisions of Article 5.8, Posting of Vacancies, will apply. The Employer retains discretion to post or not to post such hours, based upon its approval process, but will respond to the employee's request within fourteen (14) days of the request.

Section 14 Parking

Employees who are on-call for evening or night shifts shall be provided with parking in the DHEC parking structure. Such employees must move their cars from DHEC prior to 7:30 a.m., except when patient care considerations prevent them from doing so. Repeated failure to do so may result in an employee forfeiting further DHEC parking privileges.

Section 15 Subcontracting

The Employer reserves the right to determine whether to subcontract any bargaining unit work. The Employer agrees to give at least sixty (60) days' notice to the Union between the decision to subcontract and the effective date of any subcontracting which will result in the elimination of an entire unit, department or facility. Upon request by the Union, the Employer agrees to meet to discuss the implications of the decision and will consider any alternatives to the subcontracting which the Union may suggest and that would satisfy the Employer's business needs and obligations.

In the event the Employer decides to subcontract a service which will result in the elimination of an entire work unit, department or facility, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under this Agreement. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the subcontract and favorable treatment of such employment conditions as credit for seniority, sick leave/PTO accruals.

ARTICLE 6—SENIORITY – LAYOFF – LOW CENSUS – WORK ASSIGNMENT

Section 1 Seniority Defined.

Seniority shall be based on the most recent date of hire at DH/VH, adjusted based on any re-employment rights as set forth in Article 5, Section 10. Unit based supplemental employees shall accrue seniority in the same manner as regular full-time or regular part-time employees, however seniority of unit based supplemental employees will not apply for purposes of layoff. Unit/department seniority shall be based on the most recent date the employee was assigned

continuously to work in a unit/department. Unit/department seniority shall be used only in connection with filling vacancies pursuant to Article 5, Section 8. Employees who transfer back to a department within twelve (12) months shall have their prior unit/department seniority reinstated. This language will apply only to transfers in and out of units occurring on or after July 1, 2017.

Section 2 Loss of Seniority

Seniority shall be terminated if an employee is absent due to illness or injury for more than twelve (12) consecutive calendar months or for a period equal to the employee's length of service (whichever is less), quits, retires or is discharged. Seniority shall also be terminated if an employee is laid off and not reinstated for more than the time periods specified in Section 11(b) of this Article.

Section 3 Promotions or Transfers Out of the Unit.

Seniority will continue to accrue when an employee is promoted to a supervisory or management position or transferred to a position not covered by this Agreement. An employee who returns to the bargaining unit and has had no break in service with DH will have the employee's seniority (including departmental/unit seniority) reinstated. An individual in a non-bargaining unit position may use seniority to bid on a vacant bargaining unit position.

Section 4 Low Census Rotation

When low service volume requires adjustment in staffing, such adjustment may be made by floating employees to available assignments for which they are qualified. If there are no such opportunities available, employees may be low censused under the following guidelines. Low census and on-call will be assigned within a department or job code in the following descending order of priority:

- a. Agency employees.
- b. Employees working overtime hours.
- c. General supplemental employees.
- d. Volunteers who have requested low census under guidelines established by the Employer.
- e. Unit based supplemental employees and sitters working beyond their required shifts. For the purposes of low census rotation, sitters and PCA/NACs are considered the same job classification.
- f. Employees working above their approved hours.
- g. Unit based supplemental employees and sitters working at or below their required shifts.
- h. Contracted traveling employees.
- i. Regular full-time and regular part-time employees who have floated from another unit.
- j. Regular full-time and regular part-time employees.

Low census shall be rotated in accordance with applicable DH policies and procedures. DH will endeavor to rotate low census equitably among all employees within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by DH.

DH may assign low census on a partial or full-shift basis, in its discretion. Employees assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census, DH will maintain a skill level mix appropriate to the remaining patient requirements. Employees may elect to use accumulated, unused PTO or paid personal leave to be compensated for hours lost due to the low census assignment.

A regular employee taking voluntary or mandatory low census shall not have his/her PTO and sick leave accrual rates reduced as a result of being low censused, and shall have the option of using accrued PTO.

An employee who is low-censused and desires additional hours to get up to the employee's approved hours shall notify the employee's Department Manager in writing.

Section 5 Employees in Orientation

Employees in orientation will take low census only when deemed appropriate by management, in its discretion.

Section 6 Report Pay

Employees assigned a mandatory low census shall be notified a minimum of one (1) hour in advance of the employee's scheduled shift. In the event such notice is not given, the affected employee shall receive two (2) hours of inconvenience pay at the employee's base rate of pay. Should DH make a bona fide and documented attempt to notify the employee of a mandatory low census one hour in advance but be unsuccessful in doing so, this pay provision shall not apply. It shall be the employee's responsibility to maintain a current telephone number listed with the employee's department. An employee's failure to do so shall excuse DH from the notification requirement provided herein.

Section 7 Low Census On-Call and On-Call Pay

An employee who is mandatorily low censused may be placed on-call by the Employer, if the employee agrees. In seeking volunteers for low census, the Employer may consider whether the employee is willing to be placed on-call. If the employee is not willing to be placed on-call, and the Employer needs an employee on-call, the Employer may decline to accept the volunteer and may move on in the low census procedure outlined above. An employee placed on low census on-call shall remain on-call, and be paid the applicable on-call rate, for two (2) hours, unless

informed at the time he/she is placed on-call that the on-call will continue for longer than two (2) hours, in which case the employee shall be paid the applicable on-call rate until removed from on-call, or until the end of the employee's regularly-scheduled shift, whichever occurs first. This Section does not apply to general supplemental employees.

Section 8 Low Census Callback Pay

An employee who is scheduled to work a shift and is placed on low census on-call, and thereafter is called back in to work, shall be paid at time-and-a-half the employee's base rate for all work performed as part of the callback. If, after being placed on low census on-call, the employee asks to be placed on a list for availability to work in other department(s) and is assigned to work in another department, the employee will not be paid time-and-a-half. Such employees may not be required to work beyond the end of their regular shift. The time-and-a-half rate shall not apply to employees issued a delayed start low census, but not placed on-call. Such employees are covered in Section 9 below. This Section does not apply to general supplemental employees.

Section 9 On-Call and Callback (Non Low Census)

The Employer may require an employee to be on-call in situations not involving low census. In such circumstances, the employee will be paid the on-call rate for all hours the employee is on-call, as defined by the employee's manager, or designee. This Section does not apply to general supplemental employees.

Section 10 Limited or Mandatory Low Census

No regular full-time or regular part-time employee will be assigned more than one hundred thirty two (132) hours of mandatory low census ("mandatory low census" to include "flexing") in a twelve (12) month period. No regular full-time or regular part-time employee will be assigned mandatory low census more than once in any payroll period an employee may be assigned mandatory low census twice in a payroll period. Voluntary low census will not count towards the foregoing mandatory low census limits.

Section 11 Layoff and Recall

A layoff is defined as a permanent or prolonged reduction in the number of employees or workweek hours. Layoffs shall be by job classification within a department, or if the department is divided into units, within the unit. DH retains the right to determine when and if layoffs are necessary as well as the number of employees who will be affected.

a. Order of Layoff. Agency and temporary personnel, travelers and probationary employees within the affected department or work unit will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. For regular full-time and regular part-time employees, the employee(s) with the least amount of seniority shall be laid off first, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among regular employees in those job classifications and departments or units affected by the layoff. Unit based supplemental employees on a regular

schedule will be removed from the regular schedule prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff.

b. Layoff Options. An employee who is subject to layoff has the following options:

i. Accept a vacant position in accordance with Article 5, Section 8.

ii. If s/he is not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit at the Hospital where the employee is primarily assigned, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, with the usual department orientation period. The employee subject to layoff must exercise this option within seven (7) days of notice of layoff.

iii. Voluntarily terminate employment and receive severance benefits in accordance with Section 11(k) of this Article.

iv. Be placed on the reinstatement roster for six (6) months in accordance with Section 11 (f) of this Article, and receive severance benefits in accordance with Section 11 (k) of this Article.

v. Be placed on the reinstatement roster for eighteen (18) months in accordance with Section 11(f) of this Article. Employees placed on the reinstatement roster for eighteen (18) months shall not be entitled to severance benefits.

c. Employees Displaced by Bumping. Employees who have been displaced through the bumping procedure will have the same rights as those affected by an initial layoff decision, as described above, except that they will have no right to bump any other employees. They also shall be entitled to only seven (7) days' notice of layoff. Employees who are subject to layoff as a result of displacement will be given at least seven (7) calendar days' notice of layoff.

d. Notice of Layoff. Employees who are laid off will be given at least twenty-one (21) calendar days' notice of layoff or will receive pay in lieu of notice for all scheduled days in that twenty-one (21) day period except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Upon mutual agreement, the Employer may release employees prior to the end of the twenty-one (21) day period with no obligation to continue to pay them. DH will also provide the Union with at least twenty-one (21) calendar days' notice prior to a layoff of bargaining unit employees. At the same time it provides notice of layoff, DH will also provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE or budgeted/approved hours), and shift. The Employer will provide the foregoing information to the Union at least two (2) business days prior to beginning to meet with employees to discuss their options under this Article. Upon request, the Employer and the Union will meet as soon as possible after DH provides notice of the layoff(s) for the purpose of reviewing employees subject to the layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff, provided that such meeting shall not delay the layoffs.

e. Reassignment. In the event that a layoff results in more or fewer employees being assigned to a shift than required, the Employer will seek volunteers to move to a different shift. If there are no volunteers, the least senior employee on the affected shift(s) will be reassigned, provided that such reassignment does not result in an inappropriate skill mix on any particular shift.

f. Reinstatement Roster. Employees who elect to be placed on the reinstatement roster in accordance with Section 11(b)(4) or 11(b)(5), above, will remain on the reinstatement roster for the period specified. If the employee's original position in a department or unit is reinstated while the employee is on the reinstatement roster, the displaced employee on the reinstatement roster has first preference in reclaiming the position. Employees on the reinstatement roster may apply for any open position that becomes available. Such employees will have preference over other applicants, but will compete among themselves for open positions based on overall qualifications for the position in accordance with Article 5, Section 8. Notwithstanding the foregoing, transfers within a unit or department will have preference over a recalled employee unless the recalled employee is from the applicable unit and is more senior. If an employee applies for and is offered an open position, s/he must accept it or s/he will be deemed to have resigned. To be considered, application must be made within the applicable posting period in accordance with Article 5, Section 8.

g. Forfeiture of Reinstatement Rights. An employee shall forfeit further reinstatement rights by failing to respond to a job offer from DH regarding the employee's intent to return to work within seven (7) calendar days after the date recall notice is sent by certified mail to the employee's last address on record with DH.

h. Supplemental Work. An employee on the reinstatement roster shall be eligible for available unit based supplemental positions. Acceptance of unit based supplemental work while on layoff shall not affect the employee's placement on the reinstatement roster.

i. Employment Status During Layoff. An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff, but shall not accrue seniority and benefits while on layoff. If reinstated, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits. If s/he works in a unit based supplemental position while on the reinstatement roster, s/he shall accrue seniority only.

j. Insurance Benefits. The Employer will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid-off employees may continue the Employer's insurance under applicable Employer COBRA continuation policies while on layoff.

k. Severance Benefits.

To be eligible for severance benefits, an employee must be a regular employee and must meet the following conditions:

- i. Have worked a minimum of 416 hours for the immediately preceding twelve (12) months;
- ii. Have voluntarily terminated employment under the provisions of Section 11(b)(4) of this Article, or volunteered for layoff; and

iii. Have not been offered a comparable job. A comparable job is defined as a regular position within the same job classification in the bargaining unit with less than a ten (10%) difference (plus or minus) in wages and budgeted/approved hours. An employee who satisfies the foregoing conditions shall receive the severance benefits specified below.

Lump Sum Payment: A one-time payment will be made to eligible employees with fewer than five (5) years of service. This payment does not include “in lieu of notice” pay and is in addition to cash payments for unused, accumulated PTO, or regular wages earned due at the time of termination.

LUMP SUM PAYMENT & BENEFIT SCHEDULE

Years of Service	Weeks of Pay	Months of Benefits Paid
0 – 2	2	2
3	3	2
4	4	2

Installment Payment: A series of payments will be made for eligible employees with five (5) or more years of service. This payment does not include “in lieu of notice” pay and is in addition to cash payments for unused, accumulated PTO or regular wages earned due at the time of termination.

INSTALLMENT PAYMENT & BENEFIT SCHEDULE

Years of Service	Weeks of Pay	Months of Benefits Paid
5	5	2
6	6	2
7	7	2
8	8	2

9	9	2
10	10	3
11- 15	12	3
16 – 20	13	3
21+	14	4

The weekly severance benefit for eligible regular full-time and regular part-time employees shall be pro-rated based on their budgeted/approved hours.

Continued payment of benefit premiums by the Employer for the employee and dependents (if covered at the time of layoff) will be the same as if they had continued in active employment during the severance period and will include medical, dental and vision. No benefit accruals or retirement credits are incurred during the installment payment period.

All payments are disbursed in accordance with the regular payroll cycle on pay day. Payments are based upon an employee's base rate. Salary continuation will stop when a laid off employee is offered a position or re-employed within DH if the succeeding position is comparable or exceeds the employee's position held at the time of the layoff. If the base rate and budgeted/approved hours of the succeeding position are more than ten percent (10%) less than the base rate of the position the employee held at the time of layoff, the position will not be considered comparable and the installment payment of the severance package will continue for the originally specified number of weeks, with the payment calculated in such a manner that the laid off employee's total compensation is equal to 100% of base pay received at the time of layoff. Employer payments for medical, dental and vision premiums will continue as specified above unless duplicate coverage is obtained from the Employer upon re-instatement during the installment payment of the severance package.

Section 12 Department/Unit Restructure

Unit merger and/or restructure shall be defined as the combining or division of separate units or departments, a change in a department that affects FTE, pay, shift or schedule change of more than two hours and/or impacting more than two people. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least fourteen (14) days advance notice prior to a unit merger or significant restructure. During this fourteen (14) day period, the Employer and the Union will meet to discuss the changes. Employees within a classification may bid for the same shifts/same hours they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If

through this bid process an employee is unable to retain the same shift/same hours he/she had prior to the restructuring, he/she may bump to other shifts within the employee's classification based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is not assigned a position on the new or restructured department or unit, the employee shall be considered to be laid off and shall have the options identified in Section 11 (b) of this Article.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, work schedule, and primary assigned work area (applies to housekeeping only).

Section 13 Hours Reduction

If a reduction in assigned hours of work is determined by the Employer to be necessary, the Employer will first ask for volunteers from the department or unit and shift where changes are needed. When involuntary reductions are needed, the Employer will reduce the hours of the least senior person in the department or unit and shift, subject to patient care needs, staffing considerations and hours of operation.

An employee who is assigned to a .50 or more FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

- a. The employee shall, by seniority, be offered any vacant positions for which they are qualified prior to the vacant positions being offered to employees not subject to an hours reduction.
- b. Accept the reduced hours. An employee choosing this option may elect to be placed on the reinstatement roster in accordance with Section 11 (f) above.
- c. If the employee is not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit.

In the event that additional regular hours in a classification become available on a continuing basis in the department or unit, the Employer will offer the hours of the regular continuing schedule to the most senior employee in the classification who has had an FTE reduction under this Section within the preceding twelve (12) months.

Section 14 Filling Vacancies Temporarily

There shall be no obligation to post temporary vacancies (e.g. vacancies of one (1) year or less). Temporary vacancies may be filled in the sole judgment of DH without regard to application for transfer or seniority.

Section 15 DH Assignment of Employees/Shift Change.

While DH will attempt to schedule employees consistent with preferences they have expressed, DH retains the right to assign and reassign employees where necessary in the judgment of DH to balance experience or training on a particular shift or where DH determines such action to be necessary to the maintenance of a proper level of patient care. All employees must be prepared to accept change to alternate shift(s) should the Employer, in its discretion, deem such change necessary. Prior to mandating temporary (that is, no longer than six (6) months) or permanent shift change, the Employer will seek volunteers. If a mandatory shift change is necessary, the Employer will move the least senior employee on the shift in the department/unit, provided that such reassignment does not result in an inappropriate skill mix on any particular shift.

Section 16 General Principles

- a. Efficiency. The parties confirm that nothing in this Agreement requires DH to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or non-premium rates.
- b. Assignments. DH will attempt to distribute equitably training, work and overtime assignments; provided, however, that employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. In no case will the Employer be required to pay an employee for a missed training, work or overtime opportunity.

ARTICLE 7—HOURS OF WORK, OVERTIME AND PAY PRACTICES

Section 1 Workweek

The basic workweek will consist of seven (7) consecutive days designated by DH.

Section 2 Pay Practices and Pay Period

The standard pay period is fourteen (14) calendar days. Employees will be paid according to applicable DH pay policies and practices.

Section 3 Workday

The standard workday is eight (8) hours of work within an eight-and-one-half (8 ½) hour period. DH may, in its discretion, establish different work schedules in accordance with its internal procedures and different work shifts, subject to the Appendices to this Agreement relating to ten (10) and twelve (12) hour shifts. Each employee will sign an Overtime and Meal Period Agreement.

Section 4 Base Rate

An employee's base rate is without differentials or other premium pay. The base rate of regular part-time employees who receive the per diem premium does not include the per diem premium.

Section 5 Double Time

Double time hours are calculated at the base rate plus one hundred percent (100%) of the base rate.

Section 6 Overtime

If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work twelve (12) hour shifts works more than fourteen (14) consecutive hours within a twenty-four (24) hour period, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate. If an employee is assigned a 40-hour variable shift, overtime and double time will apply as described above based on the shift length assigned for that particular shift and 24 hour period.

Section 7 No Pyramiding

Hours paid at an overtime, differential, or premium rate shall not be duplicated or pyramided; i.e., the overtime, differential, or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only once at time and one-half.

Section 8 Rest and Meal Periods

Employees without intermittent rest periods will be provided a rest period of fifteen (15) minutes with pay as part of scheduled work hours for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the four (4) hour work period. Intermittent rest periods of less than fifteen (15) minutes shall count toward the fifteen (15) minute rest period described above.

An unpaid meal period of at least thirty (30) minutes shall be scheduled no sooner than two hours and no later than five (5) hours after the work shift begins; provided, however, at an employee's option, an employee may sign an Overtime and Meal Period Agreement, agreeing to have his/her thirty (30) minute meal period scheduled outside of these time parameters, in which case the employee shall be entitled to the meal period, but it may be scheduled outside of

the specific time parameters identified above. Employees working less than five (5) hours are not entitled to a meal break.

It is understood that the meal period is to be uninterrupted, absent a patient care issue that requires otherwise. Employees normally will not be required to remain on the unit during the meal period. If the employee performs any tasks related to patient care as directed by a manager during the meal period, it is considered interrupted and the employee will be paid for the meal period. As workloads allow, other shift employees and management will assist employees in arranging appropriate coverage in order to receive a meal period. An employee who is required by the Employer to remain on duty, carry a pager or remain in the Hospital during the meal period shall be compensated for such time at the rate of pay applicable to the time worked. An employee who believes he/she is entitled to pay for an interrupted meal period must report the incident to his/her Manager, or designee, and record the incident on his/her time card by the end of the shift. Meal and break periods are not to be combined or used to leave early, unless specifically approved by the Department Manager, in his/her discretion. Managers, or designees, may establish time parameters and schedule meal and break periods for employees. Employees may not work through or during a meal period without Management approval.

Section 9 Rest Between Shifts

- a. In scheduling work assignments, the Employer will provide each employee with at least eleven (11) hours off duty between eight (8) hour shifts, unless otherwise requested by the employee, or pay the employee one and one-half (1 ½) times the employee's regular rate for all time worked within this eleven (11) hour period. Hours paid as Call Back do not count towards continuous hours worked for the purpose of Rest Between Shifts.
- b. Employees On-Call. The Employer will maintain its policy applicable to breaks between shifts for employees who are on-call and who work more than four (4) call back hours. The Employer shall reinstate this language in 2019.

Section 10 Work Schedules

- a. The Employer retains the right to determine the number of employees it employs and their scheduling, and to adjust work schedules to maintain safe, efficient and orderly operations and to otherwise satisfy patient care, business, or operational needs. Scheduling conflicts shall in the first instance be resolved based on the Employer's assessment of the knowledge, performance, and ability of the affected employees. Where the knowledge, performance, and ability of the affected employees are substantially equal, seniority (as defined in Article 6, Section 1) shall govern.
- b. Routine shift rotation is not endorsed by the Employer, and the Employer will strive to minimize same. When shift rotation is necessary, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse order of seniority basis.

- c. The Employer shall post work schedules at least two (2) weeks prior to the beginning of the scheduled work period.
- d. The Employer will endeavor to create repeating two (2) week schedules.

Section 11 Consecutive Hours

If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work twelve (12) hour shifts works more than fourteen (14) consecutive hours within a twenty-four (24) hour period, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate. If an employee is assigned a 40-hour variable shift, overtime and double time will apply as described above based on the shift length assigned for that particular shift and 24 hour period.

Section 12 Extra Shifts

An employee who works a shift in addition to the employee's budgeted/approved hours or who is called into work a shift which is in addition to the employee's regularly scheduled shifts shall be paid a minimum of four (4) hours pay at the employee's base rate, unless the employee leaves work early due to illness or personal choice. If the employee does not actually work four (4) hours, only those hours actually worked will be used to compute overtime pursuant to Section 6 of this Article.

Section 13 On-Call Pay

Employees may be required to keep themselves available and on-call for work in accordance with applicable DH policies and procedures. For such on-call time, employees shall be paid Three dollars and twenty five cents (\$3.25) per hour for each hour the employee is on-call and Four dollars and twenty five cents (\$4.25) per hour for each hour the employee is on call on a holiday. Only hours actually worked will be used to compute overtime. This Section does not apply to general supplemental employees.

Section 14 Call Back Pay

- a. If a full-time or part-time employee is called back or called in to work while on standby status, the employee shall be paid for all hours worked at one and one-half (1 1/2) times the regular rate of pay with a minimum guarantee of two (2) hours.
 - 1. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a day off or a change in the employee's start time the following day where the employee has been called back after 11:00 p.m.

the previous night. To be considered, the employee must notify the Employer not later than two (2) hours in advance of the employee's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Labor Management Committee. An employee who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy. The employee may choose to use PTO or sick time to cover the absence or take the time as unpaid.

Section 15 Lead Pay

Eligible employees assigned by DH in its discretion to serve in a lead function shall be paid, an additional One Dollar and Twenty-Five Cents (\$1.25) per hour for time spent performing the lead function. Employees holding positions in the job classifications listed in Appendix B are eligible to receive lead pay. This Section does not apply to general supplemental employees.

Section 16 Certification Pay

In accordance with applicable DH policies and procedures pertaining to certification pay, eligible employees shall be paid, an additional seventy-five cents (\$0.75) per hour for hours worked provided that the employee presents the Human Resources Office with an original, valid certification that is issued by a Board or Certifying Agency that is on the DH established list (which is subject to review and change with fourteen (14) days' notice to the Union) and a completed and signed Certification Documentation Form. DH shall pay certification pay only as long as the certification is valid and the employee is assigned to a position to which the certification is applicable. It is the employee's responsibility to present the Human Resources Office with an original, valid certificate at least two (2) weeks prior to the lapse date of a previously submitted certificate. To be eligible for certification pay, the certification must be in addition to any certification that is required for the position held by the employee.

Section 17 Shift Differential

- a. Shift 2 (Evening) Differential. A Shift 2 differential of Two dollars (\$2.00) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's consecutive work hours occur during the 3:00 p.m. to 11:30 p.m. evening shift period.
- b. Example: Employee is scheduled to work from 1:00 p.m. to 9:30 p.m. (with a .50 unpaid meal break). All eight (8) hours are paid at the Shift 2 differential rate because six (6) of the eight (8) hours (the majority of the time) falls during the 3:00 p.m. to 11:30 p.m. evening shift period.
- c. Shift 3 (Night) Differential. A Shift 3 differential of Three dollars (\$3.00) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's consecutive work hours occur during the 11:00 p.m. to 7:30 a.m. night shift period.

d. Example: Employee is scheduled to work from 7:00 p.m. to 7:30 a.m. (with a .50 unpaid meal break). All twelve (12) hours are paid at the Shift 3 differential rate because eight (8) of the twelve (12) hours (the majority of the time) falls during the 11:00 p.m. to 7:30 a.m. night shift period.

e. On Call Employees: An employee who has been placed on call and is called into work outside the employee's scheduled shift is paid shift differential based on the shift in which the hours worked fall, regardless of whether a majority of the hours worked fall into Shift 2 or Shift 3. This provision shall not apply when an employee is not in the on call status at the time the employee is called into work (e.g., if an employee who is not in the on call status is called into work prior to the employee's scheduled shift or continues working after the employee's scheduled shift).

f. Example 1: An employee is scheduled to work from 7:00 am to 3:30 pm and is on call from 3:30 pm to 11:30 pm. The employee is called in from 6:30 pm to 9:30 pm. The hours between 6:30 pm and 9:30 pm are eligible for Shift 2 differential because it is not the employee's standard shift and the hours fall between 3:30 pm and 11:30 pm.

g. Example 2: An employee is scheduled to work from 7:00 am to 3:30 pm and is scheduled to be on call from 3:30 pm to 11:30 pm. The employee is told before she leaves at 3:30 pm that she will need to stay until 5:30 pm. The Employee is eligible for Shift 2 differential from 3:30 pm to 5:30 pm because the hours fall between 3:30 pm and 11:30 pm and the employee was scheduled on call.

h. Unscheduled Work Hours. Unscheduled time prior to or after the employee's scheduled shift (including, but not limited to, time when the employee is called in early or called back) is paid based on the shift in which the time falls, regardless of whether a majority of the hours worked fall within Shift 2 or Shift 3.

i. Example 1: Employee is scheduled to work from 6:00 a.m. to 2:30 p.m. but, due to heavy workload, stays until 5:30 p.m. The 6:00 a.m. to 2:30 p.m. time is considered day shift with no differential. The hours from 3:00 to 5:30 are eligible for Shift 2 differential pay because it was unscheduled time that fell between the hours of 3:00 p.m. to 11:30 p.m.

j. Example 2: Employee is scheduled to work 11:00 p.m. to 7:30 a.m. but, due to heavy workload, stays until 8:30 a.m. The hour from 7:30 a.m. to 8:30 a.m. is not eligible for shift differential because it was unscheduled time that fell between 7:00 a.m. and 3:30 p.m.

k. An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid shift differential for the hours worked as long as the scheduled shift would have qualified for shift differential.

l. An employee may be entitled to receive shift differential for attendance at staff meetings and classes that are required for the job and are sponsored by DH (e.g., ACLS, PALS, Skills Review) if the hours in attendance would qualify for shift differential if the employee worked those hours.

m. General supplemental employees are not eligible for the payments specified in this Section.

Section 18 Weekend Differential

The weekend premium shall be Two Dollars (\$2.00) per hour. Weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who voluntarily agree to more frequent weekend duty. An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid weekend differential for the hours worked as long as the scheduled shift would have qualified for weekend differential.

Section 19 Promotions

When an employee is promoted to a higher level position with an increase in duties and responsibilities, the employee will receive an increase of at least two and one-half percent (2.5%) to the employee's base rate.

Section 20 Temporary Assignment

If an employee is temporarily assigned to a different job classification that is paid at a base rate higher than the base rate of the employee's regular job classification, the employee shall be compensated at the higher base rate for all hours assigned and worked in the higher job classification.

ARTICLE 8—WAGES

Section 1 Wage Increases

- a. Wage Increase in Contract Year One. Effective with the payroll period beginning on December 10, 2017, each regular employee and each general supplemental employee will receive a two and one quarter percent (2.25%) increase in the employee's base rate of pay. This across the board increase applies to all wage steps and will be reflected in the wage tables in Appendix E. Each employee shall receive a ratification bonus of \$100, pro-rated by FTE. Employees who are on the top step of his or her scale as of the date of ratification shall receive a one-time lump sum bonus of \$250, pro-rated by FTE paid on the first full pay period following ratification.
- b. Market Adjustments for the following job classifications effective the payroll period beginning December 10, 2017.
 1. ER Techs moved to B12 Scale
 2. GI Techs moved to the B13 scale

3. Laundry and Linen reclassified as Housekeeper II
4. PBX Operators placed on B10 based on documented years of experience. If years of experience would cause the employee to lose money, the employee shall be placed at the closest, next highest step. The parties will meet within 30 days of the date of this agreement to resolve any disputes to the placement of the PBX Operators onto the B10 wage scale.
 - c. Wage Increase in Contract Year Two. Effective with the first full payroll period beginning on or after August 1, 2018, each regular employee and each general supplemental employee will receive a two percent (2%) increase in the employee's base rate of pay. This across the board increase applies to all wage steps and will be reflected in the wage tables in Appendix E.
 - d. Wage Increase in Contract Year Three. Effective with the first full payroll period beginning on or after August 1, 2019, each regular employee and each general supplemental employee will receive a two percent (2%) increase in the employee's base rate of pay. This across the board increase applies to all wage steps and will be reflected in the wage tables in Appendix E.

Section 2 Longevity Step Advancement

Each employee will advance to the next longevity step at the beginning of the payroll period on or after the completion of one (1) year of service and annually thereafter following their anniversary date of hire. For purposes of this section, "anniversary date of hire" means the anniversary of the most recent date the employee was hired by the Employer.

Section 3 Hire-In Wage Rates

New employees shall be credited with years of experience in applicable classifications for placement on the wage scales.

ARTICLE 9—HEALTH & WELFARE AND RETIREMENT BENEFITS

Section 1 Provision of Benefits

DH will offer and maintain the same health and welfare benefits (that is, health, vision, dental and life insurance, short-term disability, long-term disability, travel accident and adoption reimbursement benefits) and retirement benefits for eligible bargaining unit employees as are offered and maintained for other hourly employees of DH, on the terms and conditions on which they are offered to other hourly employees. Such benefits offered to eligible bargaining unit members may be changed as they are changed for other hourly employees of DH. The Hospital will continue to include the 20% hometown discount as part of the healthcare plan for 2018, 2019 and 2020 calendar years.

Section 2 Increases to Health Insurance

Any increases during the term of this Agreement to the monthly health insurance premiums will be shared equally by the employee and Employer.

Section 3 Labor/Management Benefit Committee

DH and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To address these issues, the parties will establish a Labor/Management Benefits Committee with representatives from the bargaining units represented by the Union. The Union will appoint up to a total of five (5) representatives from the bargaining units it represents at DH to include one (1) organizer to the committee. The Employer will appoint up to five (5) management representatives. The committee shall be advisory and shall meet at least quarterly and more often as mutually agreed. In guiding the committee's work, utilization data and cost information, among other data, shall be reviewed. If the committee produces mutually agreed upon recommendations for any changes, the Union and management shall convene a meeting to review the recommendations.

In conducting its work, this committee will concentrate its efforts on:

1. Maximizing wellness programs
2. Health status improvements including incentives
3. Consumer education and prudent health care purchasing
4. Prevention Strategies
5. Disease management programs
6. Maximizing pharmacy education to avoid adverse drug interactions.

The Labor/Management Benefits Committee will also evaluate the option of including domestic partners on the health benefit.

ARTICLE 10—HOLIDAY

Section 1 Recognized Holidays

The following holidays are recognized by DH:

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

Christmas

Section 2 Holiday Work

Any hourly employee who works on a designated Holiday will be paid time and one-half (1-1/2) for all hours worked on that day. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shift works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) hours will be paid at the double time (2x) rate. If an employee scheduled to work a twelve (12) hour shifts on a Holiday works more than fourteen (14) consecutive hours on a Holiday, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate. If an employee is assigned a 40-hour variable shift, overtime and double time on a Holiday will apply as described above based on the shift length assigned for that particular shift and 24-hour period.

Section 3 Absence on a Holiday

- a. An employee who is scheduled to work on a holiday but who is absent on the holiday without approval shall not receive PTO and is subject to disciplinary action.
- b. An employee whose department is closed on a holiday, is able to schedule a day off or is on a scheduled vacation on the holiday may elect to use PTO order to receive pay in an amount equal to payment for the employee's regularly scheduled shift.
- c. If an employee is absent for a sick leave qualifying reason on a holiday, the employee shall use sick leave for the time missed on the holiday if another day has been prescheduled during the cycle as the employee's holiday off. A regular part-time employee may use sick hours to make up a full shift.
- d. If a holiday falls during an unpaid leave of absence or any other period in which the employee is not receiving any pay for hours worked, the employee shall not be entitled to PTO.

ARTICLE 11—PAID TIME OFF

Section 1 Eligibility

Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) per pay period and do not receive the per diem premium shall be entitled to paid PTO to the extent the employee has accrued and not used such leave.

Section 2 PTO Pay

PTO pay shall be paid at the employee's base rate in an amount not to exceed the employee's approved hours.

Section 3 PTO Accumulation

Regular full-time employees shall earn PTO each pay period, up to the maximum accrual, as set forth in the following schedule:

Years of Service	Accrual/Hour Paid	Max Accrual
0-3	0.0731	232
4-8	0.0924	312
9-19	0.1116	392
20+	0.1231	406

Regular part-time employees who have budgeted/approved hours of at least eight (8) per pay period and do not receive the per diem premium shall earn PTO based upon hours paid compared to eighty (80) hours per pay period, not to exceed eighty (80) per pay period, and no less than the budgeted/approved hours applicable to the part-time employee, provided the employee has paid hours during the pay period. The maximum accumulation for such employees shall be calculated on a pro-rated basis based on approved hours.

The Employer acknowledges that 10 and 12 hour employees are not accruing PTO at the rate accrued prior to the sale. The Employer agrees to do a one-time deposit of PTO hours into 10 and 12-shift employees to make them whole. Such deposit shall be processed no later than the pay period beginning 12/24/17.

Section 4 Use of PTO

PTO must be scheduled and used in accordance with applicable DH policies and procedures.

Section 5 Payment of Accumulated PTO Upon Termination

- a. An employee who resigns or is discharged before he/she has completed six (6) months of continuous service shall not be entitled to payment for accumulated, unused PTO.
- b. An employee who resigns or is laid off after he/she has completed six (6) months of continuous service will be paid accumulated, unused PTO up to a maximum of three hundred sixty (360) hours.

c. An employee who is terminated by DH shall not be entitled to payment for accumulated, unused PTO

Section 6 PTO Donation

Employees will be eligible to donate accumulated unused PTO to other DH employees in accordance with applicable DH policy.

ARTICLE 12—SICK LEAVE

Section 1 Eligibility

Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) hours per pay period and do not receive the per diem premium shall be entitled to paid sick leave to the extent the employee has accrued and unused such leave. Although such employees accumulate sick leave from their date of hire, they are not eligible to use sick leave until they have satisfactorily completed the applicable probationary period.

Section 2 Paid Sick Leave

Sick leave shall be paid at the employee's base rate in an amount not to exceed the employee's approved hours.

Section 3 Sick Leave Accumulation

Regular full-time employees shall earn paid sick leave at the rate of one (1) day per month (3.7 hours each pay period). Eligible regular part-time employees who do not receive the per diem premium shall earn paid sick leave based upon hours paid compared to eighty (80) hours per pay period, not to exceed eighty (80) per pay period, and no less than the budgeted/approved hours applicable to the part-time employee, provided the employee has paid hours during the pay period. For example, if an employee approved at halftime is paid for sixty (60) hours pay for the period, the employee will be credited with seventy-five percent (75%) (60 divided by 80) of the approved accumulation amount for a full-time employee. If an employee approved at half-time is paid for thirty (30) hours per pay period, the employee will be credited with fifty percent (50%) (40 divided by 80) of the approved accumulation amount for a full-time employee. Sick leave shall be accumulated on a pay period by pay period basis and shall be credited to the employee's sick leave balance subsequent to the last day of each pay period. Sick leave may be accumulated up to a maximum of 576 hours. Sick leave may be carried over from year-to-year up to the maximum accumulation.

Section 4 Use of Sick Leave

Sick leave must be scheduled and used, and will be paid, in accordance with applicable DH policies and procedures. In accordance with state law, sick leave may be also used to take time off to treat or supervise children (under 18 years of age, or over 18 and disabled, including foster children, step children, and those for whom the employee stands in loco parentis) with a health condition that requires treatment or supervision. In addition, sick leave may be used to take time off to care for spouse, parents, parent-in-law or grandparents with a serious health condition or an emergency condition, as defined and allowed by state law. Sick leave cannot be donated to other employees.

Section 5 Payment of Accumulated Sick Leave Upon Termination

Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.

Section 6 Sick Leave Conversion

Employees will be eligible to convert accumulated, unused sick leave into PTO in accordance with DH policy.

Section 7 Sick Leave Reinstatement

The Employer agrees to reinstate the Sick Leave Policy in effect prior to September 3, 2012, effective the first full payroll period following the date of ratification of the successor agreements.

ARTICLE 13—LEAVES OF ABSENCE

Section 1 Family and Medical Leave

- a. General. DH recognizes there may be occasions when employees have the need to take intermittent or extended time off from work for reasons covered by the Family and Medical Leave Act ("FMLA"). Eligibility for FMLA leave, the terms and conditions upon which FMLA leave will be granted, and reemployment following FMLA leave will be governed by applicable law and applicable DH policies and procedures.
- b. Eligibility. The employee must have been employed by DH for at least twelve (12) months of continuous service and have worked at least 1,250 hours during the preceding twelve months to be eligible for FMLA leave.
- c. Notice Required. FMLA leave should be requested thirty (30) calendar days in advance where the need for leave is foreseeable, or as soon as possible if not foreseeable.

d. Length of FMLA Leave. Eligible employees may take up to twelve (12) workweeks of unpaid leave within a twelve (12) month period beginning with the employee's first use of FMLA and measured on a rolling twelve (12) month period. FMLA leave shall be granted (1) to care for the employee's child after birth or placement for adoption or foster care; (2) to care for the employee's family member who has a serious health condition (as defined by applicable law); or (3) due to the employee's serious health condition (as defined by applicable law) which renders the employee unable to perform the employee's job. If the employee and spouse are both employed by DH, the combined leave for both employees is twelve (12) workweeks of leave during any twelve (12) month period for care of a parent or child.

e. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available paid leave, including PTO, sick and personal leave for which they would be eligible, as part of his/her FMLA leave. This time must be exhausted before unpaid leave time begins, and runs concurrently with the start of the FMLA leave. All time off taken for an FMLA-covered reason will count against an employee's FMLA entitlement, even when the employee was also on paid leave, or on other unpaid leave.

f. Reemployment Following FMLA Leave. Reemployment following FMLA leave will be governed by applicable law and EHS policies and procedures, including policies and procedures governing the presentation of medical certification where applicable.

g. Benefit Continuation During FMLA Leave. During FMLA leave, the employee will be entitled to DH-sponsored health and welfare benefits on the same basis as if in an active work status. If the employee is taking unpaid leave, the employee must pay the same level of benefit contribution as if in active status.

h. Family Care Act of Washington ("FCA"). Employees will receive leave in accordance with the FCA.

i. Non-FMLA Medical Leave.

i. General. DH recognizes there may be occasions when employees have the need to take extended time off from work for medical reasons when the employee is not eligible for FMLA leave. The non-FMLA Medical Leave may be granted, in EHS' sole discretion, if the employee meets eligibility requirements.

ii. Eligibility. Regular full-time and regular part-time employees who have completed at least three (3) months of continuous service, and who are not eligible for FMLA leave, either because they do not meet the FMLA eligibility requirements, or because they have exhausted FMLA leave, may be considered for non-FMLA Medical Leave.

iii. Notice Required. The employee must request a non-FMLA medical leave in accordance with the Employer's policy and processes for approval thirty (30) calendar days in advance, or as soon as possible. Instructions for applying for the leave are found on the Employer's internal website.

iv. Length of Non-FMLA Medical Leave. DH may grant non-FMLA Medical Leave for the length of time an employee is unable to work due to a serious health condition, not to exceed forty-five (45) days.

v. Use of Paid/Unpaid Leave. The employee will be required to use all available sick and PTO. This time must be exhausted before unpaid time begins.

vi. Reemployment Following non-FMLA Medical Leave. DH will attempt to place the employee in the same or a comparable position when he/she returns from a non-FMLA Medical Leave of absence; however, DH cannot guarantee the same position vacated or hold a position for the employee while he/she is on a non-FMLA Medical Leave. Termination may result if a position is not available within (2) two weeks of return from non-FMLA Medical Leave.

vii. Benefit Continuation During non-FMLA Medical Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 3 Adoption Leave

a. General. DH may grant adoption leave to eligible employees who are adopting a child who is not the natural child of either the employee or his/her spouse. Eligibility for adoption leave, the terms and conditions upon which adoption leave will be granted, and reemployment following adoption leave will be governed by applicable DH policies and procedures. Where applicable, adoption leave will run concurrently with FMLA leave.

b. Eligibility and Length of Adoption Leave. Regular full-time and regular part-time employees who have not elected the per diem premium and have been employed by DH for a minimum of twelve (12) months of continuous service may be eligible for up to twenty (20) days of paid adoption leave in accordance with applicable DH policies and procedures.

Section 4 Personal Leave

a. General. DH recognizes there may be occasions when employees have the need to take extended time off from work. Employees may request a leave of absence (LOA) for reasons that do not qualify for any other type of leave available. The LOA may be granted, in DH's sole discretion, if the employee meets eligibility and other requirements.

b. Eligibility. Regular full-time and regular part-time employees who have completed at least one year of continuous service and have budgeted/approved hours of at least forty (40) per pay period may be considered for Personal Leave.

c. Notice Required. The employee must complete a "Leave of Absence Request Form." Written notice to request a personal leave must be given to Human Resources for approval thirty (30) calendar days in advance, or as soon as possible.

d. Length of Personal Leave. A Personal Leave of absence may be granted to cover an absence of more than five (5) days and may extend to a maximum of twelve (12) weeks every three (3) years of employment (considered on a rolling calendar year).

e. Use of Paid/Unpaid Leave. The employee will be required to use all available PTO and personal leave. This time must be exhausted before unpaid time begins.

f. Reemployment Following Personal Leave. DH will attempt to place the employee in the same or a comparable position when he/she returns from a Personal Leave of absence; however, DH cannot guarantee the same position vacated or hold a position for the employee

while he/she is on a Personal Leave. Termination may result if a position is not available within two (2) weeks of return from Personal Leave.

g. Benefit Continuation During Personal Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 5 Unpaid Educational Leave

a. General. DH recognizes there may be occasions when employees have the need to take extended time off from work for educational purposes. It is the policy of DH that employees may request an educational leave of absence (LOA). The LOA may be granted, in DH's sole discretion, if the employee meets eligibility requirements.

b. Eligibility. Regular full-time and regular part-time employees who have completed at least one year of continuous service and have budgeted/approved hours of at least forty (40) per pay period may be considered for Unpaid Educational Leave. This leave may be applied when an employee wishes to further his/her education and DH determines it to be of value to both the employee and the Employer.

c. Notice Required. Written notice to request an educational leave must be given to Human Resources for approval thirty (30) calendar days in advance. Documentation from an accredited institution verifying the employee's attendance may be required.

d. Length of Educational Leave. There is a maximum of eighteen (18) months Educational Leave during an employee's employment with DH.

e. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available PTO and personal leave. This time must be exhausted before unpaid time begins.

f. Reemployment Following Educational Leave. DH will attempt to place the employee in the same or a comparable position when he/she returns from an Educational Leave of absence; however, DH cannot guarantee the same position vacated or hold a position for the employee while he/she is on an Educational Leave. Termination may result if a position is not available within two (2) weeks of return from Educational Leave.

g. Benefit Continuation During Educational Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 6 Military Leave

DH will grant military leave in accordance with applicable law and DH policies and procedures.

Section 7 Pregnancy-Related Absences

Leaves for pregnancy-related absences will be granted in accordance with applicable law. Such leaves will run concurrently with FMLA leave if the employee is also eligible for FMLA leave.

Section 8 Bereavement Leave

Regular full-time and all regular part-time Employees are eligible for up to three (3) days of leave paid at the employee's base rate multiplied by the number of hours of the shift that the employee is scheduled to work (e.g., 8, 10, or 12 hour shifts), not to exceed thirty-six (36) hours to make arrangements for and to attend the funeral of a member of the employee's immediate family. Regular part-time employees will receive bereavement leave pay prorated according to budgeted/approved hours. Bereavement leave must be taken within a reasonable proximity of the date of death of the immediate family member's death, and within a seven (7) day consecutive period. For purposes of this leave, immediate family members include spouse, children, grandchildren, siblings, parents, grandparents, parents-in-law, daughter-in-law, son-in-law, step-parents, step-children, domestic partner, and any other family member residing in the same household with the employee and for whom the employee has legal responsibility.

Section 9 Witness or Jury Duty

Leave for witness or jury duty shall be provided in accordance with applicable DH policies and procedure and in accordance with applicable law. An employee who misses scheduled work day(s) due to required jury duty, or due to appearing as a witness for DH in litigation involving DH, will be paid an amount which, when added to the fees paid for serving as a juror or appearing as a witness, will equal the employee's base rate times the employee's budgeted/approved work hours exclusive of any differentials and pay premiums, including overtime. Night shift employees may elect to receive compensation under this section for either the shift before or following jury duty. An employee must promptly notify his/her department manager when the employee learns of the jury duty or witness leave. The employee is required to provide proof of jury duty or witness leave.

Section 10 Child Care Leave

DH shall provide Child Care Leave with applicable law and DH policies and procedures.

Section 11 Union Leave

Employees will be afforded the option of requesting an unpaid leave of absence or use accrued PTO leave to attend Executive Board meetings, officer meetings, delegate meetings, training sessions, delegate leadership assemblies, union conventions, union functions, seminars, campaigns, or other programs. Such leave may be approved subject to patient care needs. If mutually agreed to, the leave will be up to twelve (12) weeks with guaranteed same job back.

Section 12 Leave of Absence Procedures

DH shall have the right to establish procedures, including required certifications, for all leaves of absence. Such procedures must be in accordance with the law and not in conflict with this Agreement.

Section 13 Seniority While on Leave

Employees on leave pursuant to this Article for up to twelve (12) consecutive months shall not lose or accrue seniority during the leave period.

ARTICLE 14—COMMITTEES

Section 1 Labor/Management Committee

The Labor/Management Committee is a committee designed to enhance collaboration and communication between DH and bargaining unit employees. The Committee will meet to discuss issues of mutual interest, such as employees' working conditions and patient and employee satisfaction. The committee may also discuss staffing issues. The committee shall not be empowered to alter any express terms of this Agreement and shall function in an advisory rather than a decision-making capacity. The Committee may recommend solutions to identified problems.

- a. Structure. The Committee shall be established for the life of this Agreement and shall consist of not more than six (6) representatives of the Employer and six (6) bargaining unit employees for all the bargaining units which the Union represents at DH. Each party shall select its own representatives for the Committee. The number of Committee representatives may be expanded by the mutual agreement of the Employer and the Union.
- b. Schedule of Meetings. The Labor/Management Committee shall meet not less than bi-monthly or as often as mutually agreed, provided that either party provides a list of agenda items at least one week prior to the meeting. Any member of the Committee may propose agenda items. Such proposals will be made to the Director -- Human Resources in writing, at least one week prior to any scheduled Committee Meeting. To the extent possible, meetings shall be scheduled during bargaining unit members' non-scheduled time. The Committee shall operate under the guidance of co-chairs, one to be selected by the Employer and one by the Union.
- c. Organizational Equity and Inclusion. Issues regarding equity and inclusion of employees at the Hospital shall be a standing Labor Management Committee agenda item, and the committee shall identify and develop data to inform its advisory role. Such data could include, but is not limited to, Employer EEO-1 demographic data reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), 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 nine (9) months of ratification with the intent of completing the training within twelve (12) 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.

Section 2 Environment of Care Committee

DH is committed to maintaining a safe and healthful workplace in compliance with federal, state, and local laws applicable to the safety and health of its employees. DH will continue its DH Environment of Care Committee in accordance with existing regulatory requirements. The Committee shall include one bargaining unit employee who has been selected by the Union. Employees are encouraged to report any unsafe conditions to their Department Manager or Assistant Unit Manager.

Section 3 Committees in General

The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by DH with successful results. Each committee will discuss its progress and effectiveness annually.

Section 4 Compensation

Employees shall be compensated at their base rate of pay for all time spent in meetings of the committees set forth in this Article 14 when they are members of the committee.

Section 5 Jointly Sponsored Initiative Pilot

Within ninety (90) days of ratification, the Employer and the Union will identify and launch a pilot project/initiative that focuses on workforce development, improving the patient care delivery model and/or promoting Deaconess Hospital. The project/initiative will involve front line staff, senior level sponsorship and should have the potential for system-wide application, if the pilot is successful and spur new ideas for more joint projects for throughout the life of the contract. Priority will be given to a project/initiative that reaches and develops a diverse workforce and is measurable.

Deaconess Hospital and the Union acknowledge that joint sponsored initiatives are predicated upon maintaining, and aimed toward fostering, a more collaborative relationship between the parties, and furthering the overall satisfaction of caregivers and patients. Both sides, through senior leadership, reaffirm their commitment to developing a positive, respectful working relationship which, if maintained, may result in further joint projects.

Deaconess Hospital and Union will not use the other's logos on marketing, publications, communication in presentations promoting/showcasing joint sponsored initiatives without explicit written approval of the other party.

ARTICLE 15—TUITION ASSISTANCE

Joint Employer Training and Education Fund

Purpose. The purpose of the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the “Fund”) is to provide a training and education program for addressing the workforce needs of participating employers and healthcare career advancement for eligible bargaining unit employees. The Fund provides training, college preparation courses, career counseling and case management services and tuition assistance for educational instruction. The Fund is funded by contributions from contributing employers and grant funds.

Participation and Trust Agreement. Effective January 1, 2018, the Employer agrees to participate in the Fund and abide by the terms of the Trust Agreement of the Fund upon the Effective Date of the parties’ Memorandum of Agreement. The Employer agrees to make contributions to the fund. The Employer contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the service bargaining unit employees. Gross payroll shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding supplemental employees. Gross payroll shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding supplemental employees.

Fund Contributions, Records, Collections. The Employer shall remit the Fund contributions required under this Agreement on a pay period basis, based upon the payroll for the previous pay period. Payments shall be due no later than thirty (30) days following the end of the pay period upon which they are based.

The Employer shall submit with the payment of such contributions, or at such other regular intervals as the trustees of the Fund may require, written reports as to the wages paid to the employees and the contributions due or payable to the Fund pursuant to the collective bargaining agreement, as the trustees of the Fund, or their authorized representative(s), may require.

The Employer shall promptly furnish to the trustees of the Fund, upon their written demand, such pertinent wage and other records relating to its employees as the trustees may deem necessary for the administration of the Fund.

The Employer agrees that the trustees of the Fund, or their authorized representative(s), may examine the pertinent payroll books and records of the Employer whenever such examination reasonably may be deemed necessary or advisable by the trustees of the Fund in connection with the proper administration of the Fund.

The failure of the Employer to pay the contributions required shall be in violation of the collective bargaining agreement as well as a violation of the Employer's obligations under the Trust Agreement of the Fund. The Employer agrees that the collection of the delinquent Employer contributions shall be subject to the collection policy established by the trustees of the Fund. Joint Labor Management Committee. As an established labor management committee, part of the committee's responsibilities will be to assess the needs of the bargaining unit employees related to the education/career advancement interests and needs, and to promote the advantage of participation in this Fund. Information collected regarding training interests and needs and any barriers will be forwarded to the Fund staff

Availability of Onsite Rooms. In order to facilitate employee access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

Transition to Training Fund. Once employees transition to the SEIU Multi-Employer Training and Education Fund, the MultiCare tuition reimbursement will no longer apply.

Section 2 Paid Educational Leave

General. DH makes available to eligible employees up to sixteen (16) hours of paid educational leave per calendar year to attend non-mandatory workshops, seminars, conventions, and special meetings directly related to the job the employee is currently performing at DH.

- a. Eligibility. Regular full-time and regular part-time employees who have completed at least one (1) year of continuous service may request Paid Educational Leave.
- b. Criteria. In determining whether to approve, in its discretion, a request for paid educational leave, DH will consider whether the program is directly related to the job the employee is currently performing at DH, whether the program is approved by the appropriate department manager, and other criteria. Requests for paid educational leave shall be processed in accordance with applicable DH policies and procedures.

ARTICLE 16—SUBSTANCE ABUSE TESTING/FITNESS FOR DUTY

Section 1 General

Upon employment at DH, employees covered by this Agreement shall be subject to the provisions of Policy B.4: Substance Abuse Testing/Fitness for Duty, which includes provisions for pre-employment testing, reasonable cause testing, missing substance testing and random testing.

Section 2 Random Testing

The Hospital shall notify the Union, reasonably in advance, of the date and time at which randomization program is to be executed on the occasion of any random testing, and a Union delegate shall be permitted to observe the execution of the randomization program.

When an Employee is informed that the Employee is to be tested pursuant to the Substance Abuse Policy, the Employee shall be offered the opportunity of having a Union Delegate present during the testing, subject to the following: The Union Delegate must be of the same gender as the Employee where the testing is performed on a urine sample. If the opportunity of having a Union Delegate present would unreasonably delay the testing in the circumstances which resulted in the testing, the Hospital shall conduct the testing in the absence of a Union Delegate.

Section 3 Grievance/Arbitration

The Parties agree that the Union shall have the right pursuant to the Grievance and Arbitration provisions of Article 17 to assert a claim that the Hospital's administration of the Substance Abuse Policy in the testing of any Employee is arbitrary, capricious or discriminatory.

ARTICLE 17—GRIEVANCE PROCEDURE

Section 1 Grievance Definition

A grievance shall be defined as a claim by an employee that the Employer has violated a specific provision of this Agreement. It is the desire of the parties to this Agreement that disputes arising out of this Agreement be adjusted informally wherever possible and at the first level of supervision.

Section 2 Time Limitations

If the grievant or the Union does not comply with the time limitations specified in this grievance procedure, the grievance shall be time barred. If the Employer does not comply with the time limitations specified in this grievance procedure, the grievance shall be automatically elevated to the next step without any action necessary on the part of the grievant. Any grievance not filed or processed in accordance with the time limits shall be deemed waived without regard to any excuse therefore. A time limit which ends on a Saturday, Sunday, or a holiday designated in Article 10 of this Agreement shall be deemed to end at 4:30 p.m. on the following business day.

Section 3 Modification to Grievance Procedure

The time periods in the grievance process may be shortened or extended only by mutual written agreement. Informal attempts to resolve the grievance shall not extend any time limitations specified in this grievance procedure, except by mutual written agreement between the parties.

Section 4 Steps of Grievance Procedure

A grievance shall be submitted in accordance with the following procedure:

Step One. If an employee has a grievance, the employee shall meet with the employee's Department Manager and present the grievance, in writing, within fourteen (14) calendar days from the date the employee knew or reasonably should have known of the occurrence of the matter giving rise to the grievance. The grievance shall specify the section or sections of the Agreement which have allegedly been violated, and the remedy requested. Grievances regarding appropriate pay are understood to arise on the first pay day for the event in question, and are not considered continuing just because they may recur on each subsequent pay day. A Union Delegate shall be present at the Step One grievance meeting if the employee so requests. If a Union Delegate participates in the Step One grievance meeting, a representative from Human Resources also may be present. The Manager shall respond in writing within fourteen (14) calendar days of receipt of the grievance.

Step Two. If the employee remains dissatisfied with the Manager's response at Step One, the employee may advance the grievance to Step Two, in writing, within fourteen (14) calendar days of receipt of the Step One response. Step Two grievances shall be presented to the CNO or Senior Executive responsible for the department in which the grievance arose. The CNO/Senior Executive will issue his/her response within fourteen (14) calendar days of receiving the Step Two grievance.

Step Three. If the employee remains dissatisfied with the CNO/Senior Executive's response at Step Two, the employee may advance the grievance to Step Three, in writing, within fourteen (14) calendar days of receipt of the Step Two response. Step Three grievances shall be presented to the Director -- Human Resources. The Step Three process shall include an investigatory meeting between the grievant (and his/her Union Delegate/Representative, if requested) and the Director -- Human Resources. The Step Three meeting shall be held within fourteen (14) days of the advancement to Step Three. The Director -- Human Resources will issue his/her response within fourteen (14) calendar days of the Step Three investigatory meeting.

Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, and 3, herein, the Union may submit the issue in writing to final and binding arbitration within

fourteen (14) calendar days of DH's Step 3 response. Within ten (10) calendar days of the notification to DH that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike first shall be determined by coin toss. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Washington.

A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. Each party shall be responsible for its own expenses including the time of any witnesses and attorney's fees, if any. Each party shall bear one-half (1/2) of the fee of the arbitrator, and any other expense jointly incurred incident to the arbitration hearing.

The arbitrator shall have no authority to add to, delete from disregard, or alter any of the provisions of this Agreement and shall confine the decision to the terms of this Agreement. The Arbitrator shall have no authority to award punitive damages.

Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein.

Section 5 Mutually Agreed Mediation

The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation, and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process, and may be pursued concurrently with the filing, selection and processing of an arbitration submission. Mediation shall not extend any of the time limits set forth herein, unless the parties agree otherwise, in writing.

ARTICLE 18—MANAGEMENT RIGHTS

Section 1

The Employer retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Hospital or any part of it. The Employer retains all power and authority not specifically abridged, delegated, or modified by a specific provision of this contract and such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

- a. Direct employees and determine the number of employees, their job assignments and staffing levels.
- b. Adopt, modify, or eliminate reasonable work rules, procedures, and policies, including attendance and substance abuse and drug testing policies, so long as such rules and policies are not in conflict with any express provisions of this Agreement.
- c. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. Discharge any employee deemed incompetent based upon established job criteria.
- e. Require standards of performance and to maintain order and efficiency.
- f. Relieve employees from duties and lay off employees because of lack of work or other legitimate reason related to operation of DH, patient census, or any other business reason.
- g. Maintain the efficiency of DH operations and implement, change, or eliminate operational methods and procedures.
- h. Determine the methods, means and personnel by which operations are to be conducted and the materials and equipment to be used.
- i. Take appropriate action as necessary to carry out the mission of DH.
- j. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- k. Require reasonable amounts of overtime, in accordance with applicable law.
- l. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
- m. Determine the qualifications for all positions within the bargaining unit.
- n. Determine issues related to long-range planning, the application of DH capital and other resources, including the right to liquidate, merge, sell or otherwise transfer such resources and the right to determine the kind and location of its facilities.
- o. Determine whether the whole or any part of the operation shall continue to operate.
- p. Contract or subcontract, sell, transfer, or discontinue any or all DH's operations or functions.
- q. Use temporary, traveling and agency employees to perform duties also performed by employees covered by this Agreement.
- r. Create, combine or eliminate positions or job classifications.

The parties recognize that the above list of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude any management rights or prerogatives which are not mentioned and which are not expressly and specifically limited by this Agreement.

Section 2

All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Employer. The failure of the Employer to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Employer to exercise said power, function, authority or right at a future date, or to preclude the Employer from exercising same, so long as it does not conflict with any express provision of this

Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration.

ARTICLE 19—STAFFING

Section 1 Staffing/Workload Concerns

The Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe working conditions and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet departmental needs and to provide quality services.

Employee(s) who work in areas that are not nursing care units and who have concerns about staffing or workloads are encouraged to address the issues directly with their manager. Many staffing/workload issues, if addressed with the manager at the time of occurrence, can be resolved through adjustment in assignments or through the use of other staffing resources. The employee(s) involved in the staffing concern may request the issue be presented to the Labor/Management Committee when:

- a. The manager has not responded to a documented concern within fourteen (14) days; or
- b. Persistent staffing concerns (e.g., lasting 6 weeks) continue to exist and have been documented, with the documentation given to the manager involved.

The parties recognize that the final decision on staffing/workload issues rest with the Employer, whose responsibility it is to ensure that an appropriate level of service is provided. The determination of staffing/workload shall not be subject to grievance and arbitration, nor shall employees be subject to disciplinary action for utilizing this process.

Section 2 Unit Based Staffing Committees

There shall be a unit-based staffing committee on each nursing unit.

- a. Purpose: Each unit-based committee is responsible for formulating recommendations and facilitating a staffing plan for the unit. The decisions of the unit-based committee will be made utilizing a collaborative, evidence, consensus based process.
- b. Composition: The unit-based committees will be co-chaired by a Union-designated unit representative, and a management representative from that unit. Each shift will have staff nurse representatives appointed by the Union, at least one of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of each committee will be determined by the Co-Chairs.
- c. Frequency of meetings: The unit-based committees shall meet monthly or as otherwise determined by the co-chairs.
- d. Unit based committee responsibilities:
 - i. Guide implementation and evaluation of a unit-based staffing plan;
 - ii. Submit the annual staffing plan and any recommended modification to the Joint Committee in accordance with ESHB 3123, Deaconess Hospital, and Joint Committee timelines;

- iii. The unit-based committees shall regularly report in writing to the Joint Staffing Committee their discussions and work. Committee members will assure that copies of these reports will be made available for all nurses on the unit;
- iv. Responsible for facilitating unit education regarding staffing;
- v. Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan;
- vi. Review, assess and respond to staffing concerns;
- vii. Assist in seeking solutions for the availability of staff to meet patient care needs;
- viii. Collect unit specific data sets which may include but are not limited to: compliance with staffing matrices, nurse sensitive quality indicators data, use of overtime, unmet breaks or meals, planned or unplanned absences including PTO scheduling, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements.
- e. Criteria for development or modification of a staffing plan: The following criteria will be considered and taken into account/included, but not limited to:
 - i. Census, including activity such as transfers, admissions, and discharges;
 - ii. Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
 - iii. Skill mix required;
 - iv. Level of experience and specialty of available staff;
 - v. Need for specialized or intensive equipment;
 - vi. Physical configuration of patient care units;
 - vii. Significant technological or clinical advances;
 - viii. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; and
 - ix. Hospital resources and finances may be taken into account.

Section 3 Joint Staffing Committee

Such as Deaconess Hospital has established a Joint Staffing Committee, the primary responsibilities of which will be to provide oversight of the ongoing staff input in the review and modification of unit based staffing plans. This process will include the following elements:

- a. Serve as an ongoing resource for unit based committees;
- b. Review and compile all unit based staffing plans into a comprehensive report which is reported to the CEO;
 - i. If the staffing plan report compiled by the Joint Staffing Committee is not adopted by the Deaconess Hospital, the CEO or designee shall attend the Joint Staffing Committee meeting to discuss reasons for the decision and potential alternatives.
- c. Facilitate training for all unit based staffing committees, including collection and analysis of all collected data;
- d. Collect, analyze and report nurse sensitive quality outcome data

i. The Hospital will provide the following nurse sensitive quality outcome data to the committee on a monthly basis:

1. Nursing hours per patient day
2. Census by day and shift
3. Admits, discharges and transfers by unit and shift
4. Length of stay by admission date
5. Catheter associated urinary tract infection rate
6. Central line blood stream infection rate
7. Fall/injury and fall rate
8. Hospital-acquired pressure ulcer rate
9. Physical restraint prevalence
10. Ventilator associated pneumonia rate
11. RN turnover rate
12. Patient satisfaction scores
13. Readmission rates for pneumonia, CHF, and MI

e. Semiannual review, or more often as indicated, of the unit based staffing plan against need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by Deaconess Hospital.

f. Verify compliance with ESHB 3123 of the public posting of staffing plans for each unit and shift and;

g. Approve or modify requests from Unit Based Committees for changes to staffing plans.

h. The Parties agree to utilize the assistance of the Federal Mediation and Conciliation Service in facilitating the conduct of the initial sessions(s) of the "Joint Staffing Committee" provided for in the above, with a view toward maximizing the efficiency and productivity of the "Joint Staffing Committee."

The staffing plan and current staffing levels will be made available upon request. The Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available).

Section 4 Composition

The Joint Staffing Committee shall be composed of at least fifty percent (50%) direct care nurses and nursing staff, to include nine (9) representatives, selected by the Union, plus the Chief Nursing Officer, and other nursing management representatives as determined by Deaconess Hospital. Participation in the Joint Staffing Committee by a Deaconess Hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be relieved of all other work duties during meetings of the committee.

Section 5 Non-retaliation

Deaconess 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 Joint Staffing Committee, or Unit-Based Committee, or an employee who notifies the Joint Staffing Committee or the Deaconess Hospital administration of his or her concerns about nurse staffing.

Section 6 Training

Members of the Joint Staffing Committee will provide in-services to unit-based committees regarding best practices related to staffing.

Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

Section 7 Staffing Alert

In the event of such an unforeseen emergent circumstance in which the staffing ratios are not in adherence to the staffing plans, the charge nurse shall inform the unit manager in order to rectify the situation. If the situation is not resolved the charge nurse may declare a Staffing Alert. The charge nurse shall notify the appropriate administrator and the parties shall confer immediately to explore and implement all reasonable alternatives to bring the unit into adherence as soon as possible. Alternatives to be considered are:

1. Redistribution of staff
2. Calling in nurses on standby/call
3. Soliciting volunteers for overtime shifts
4. Use of hospital and unit-based supplemental staff, assistant nurse managers and non-direct care nurses such as the nurse managers, education nurses and nurse supervisors.

The Unit Based Committee will assure the Staffing Alert Form is completed by unit staff and that this form is forwarded to the Unit Based Committee for consideration and problem solving, and that a monthly report is sent to the Joint Staffing Committee.

Section 8 Legislation

In the event that ESHB 3123 is modified or there are new statues enacted during the term of this Agreement, SEIU Healthcare 1199NW and Deaconess Hospital will reopen this section.

ARTICLE 20—HEALTH AND SAFETY

Section 1 Prevention of Musculoskeletal Injuries

The parties recognize that back and musculoskeletal injuries are a major occupational hazard to healthcare workers. In the interest of prevention, the Labor/Management Committee will discuss appropriate ways to identify means for preventing such injuries.

Section 2 Prevention of Workplace Violence

The Employer and the Union agree to work together to protect employees from incidents of workplace violence. The Employer will, in its sole judgment, take appropriate steps and maintain appropriate policies or programs to minimize the risk of violence in the workplace. Such efforts may include elements of hazard and risk factor identification, training, reporting, post incident response planning and program evaluation.

Section 3 Health and Safety

The Employer remains committed to providing, in its sole judgment, education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure, including medical devices that reduce or help prevent employee exposure to blood and/or body fluids.

ARTICLE 21—NO STRIKE, NO LOCKOUT

Section 1 No Strike

It is recognized that DH is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both DH 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 DH's operations, during the term of this Agreement. Employees, while acting in the course of their employment, 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 DH 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, DH 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 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 shall not be construed to be a lockout for purposes of this Agreement.

ARTICLE 22—GENERAL PROVISIONS

Section 1 DH Policies

To the extent a subject or matter is not expressly and specifically covered by this Agreement, the applicable DH policies and procedures, including Human Resources policies and procedures, shall govern. DH shall have the right and authority to modify, eliminate, or create new policies and procedures, including Human Resources policies and procedures, to the extent their specific subject matter is not covered by this Agreement. DH shall provide a copy of any modified or new Human Resources policies and procedures which apply to employees at least thirty (30) days prior to implementation and, at the request of the Union, shall meet with the Union to discuss the policies.

Section 2 Separability

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

Section 3 Complete Agreement

The parties recognize that this is the complete agreement between the parties for purposes of employees' wages, hours, benefits and working conditions, and that employees' rights in these areas shall be limited to the express terms of this Agreement. All of the understandings, agreements and undertakings arrived at by the parties are set forth in this Agreement. For the term of this Agreement and any extensions of it, the Union waives the right and agrees that DH shall not be obligated to bargain collectively under the National Labor Relations Act with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4 Amendments

Any provision of this Agreement may not be amended, modified or supplemented at any time, except by mutual consent of DH and the Union, in writing and signed by both parties. Such modifications shall be limited to the specific provision(s) involved and will not affect any other provisions of this Agreement.

Section 5 Past Practices

Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, for the life of this Agreement and any extensions of it, any and all practices that existed either prior to the effective date of this Agreement or that develop during the term of this Agreement shall not be binding on the Employer. The Employer will communicate any changes to past practices of which it is aware in advance of the change.

ARTICLE 23—CHANGE IN OWNERSHIP

If ownership of DH will be changed, DH will provide the Union with notice of the ownership change at least sixty (60) days prior to the effective date of the change and, upon request, meet and discuss with the Union the effects of the change on bargaining unit employees.

SIDE LETTER RE:PERFORMANCE OF BARGAINING UNIT WORK

January 4, 2006
Ms. Chris Barton
Secretary-Treasurer

SEIU 1199NW
15 S. Grady Way
Suite 200
Renton, WA 98055

Re: Performance of Bargaining Unit Work

Dear Ms. Barton:

This letter will confirm the agreement reached by EHS and SEIU 1199NW during the 2005 collective bargaining negotiations concerning performance of bargaining unit work (Article 1, Section 3). It is not the Employer's intent to replace bargaining unit employees with non-bargaining unit employees.

LETTER OF UNDERSTANDING RE: WORK GROUP FOR STANDBY/CALL ISSUES

This letter will confirm the agreement reached by the Union and EHS during the 2007-2008 reopener negotiations pursuant to the parties' 2005-2008 Collective Bargaining Agreements concerning the formation of a work group for standby/call issues. EHS and the Union will cooperate in a joint effort to identify, discuss, and evaluate issues concerning on-call and call-back at the Hospitals. For this purpose, EHS and the Union will form a working group consisting of representatives of EHS and representatives appointed by the Union. The working group will make recommendations it can agree-upon and work with the Labor Management Committee and unit/department managers from the affected departments to work through patient care concerns and to establish quality care procedures and protocols as they relate to on-all and call-back.

SIDE LETTER RE: VACATION AND PAID PERSONAL LEAVE DONATION FOR COLLECTIVE BARGAINING NEGOTIATIONS

Deaconess Hospital, hereafter referred to as “DH” and SEIU Healthcare 1199NW (“the Union”) hereby enter into this Side Letter Agreement as part of their 2007 – 2008 reopener negotiations pursuant to the parties 2005 – 2008 collective bargaining agreements (“CBAs”).

During the term of the CBAs, and starting with the 2007 – 2008 reopener negotiations, employees will be allowed to donate vacation hours and paid personal leave so that employees of DH who are members of the Union’s negotiating team may be paid such donated funds to make up for lost wages due to time spent in collective bargaining sessions, as set forth herein.

1. All members of the bargaining unit who have accrued , unused vacation and/or paid personal leave may donate such vacation and paid personal leave hours by providing written and signed authorization to the Union, including:

- a) agreement to donate a specified number of hours (with a minimum of four (4) to a maximum of twenty-four (24) hours) to the Union to be used for the purposes indicated herein,
- b) authorization for DH to deduct the donated hours from their vacation and paid personal leave accruals,
- c) employees must have at least forty (40) hours of combined vacation and paid personal leave remaining after the leave donation is deducted from their accruals,
- d) that the value of the donated leave will be treated as wages to the donating employee from which DH will withhold applicable withholdings and deductions, including income and employment taxes, and which will be reported on the donating employee’s W-2,
- e) Union negotiating team members will not be required to exhaust their own accrued, paid leave banks before being eligible to receive payment from the donated leave, and
- f) Donated hours will not be returned to any employee.

2. The Union will provide a written report to DH specifying the total number of hours donated by its members and provide copies of the written authorization forms no later than two (2) weeks following completion of negotiations.

3. For the 2007-2008 reopener negotiations, DH shall not be required to pay out more than a total of \$50,000 in donated leave to the Union. In the event that the amount of donated leave exceeds \$50,000, DH’s payment to the Union will be based on the donations of the donating employees with the most seniority and donated leave in excess of \$50,000 will not be processed.

4. The Union will provide DH with an accounting of the donated leave that was paid to Union negotiating team members and any unused donated leave. In the event that the amount of donated leave exceeds the amounts to be paid to the Union, the remaining donated leave will be maintained for future negotiations.

5. DH will calculate the value of the donated hours by multiplying the number of hours donated by each employee by his or her base rate of pay. Subject to Paragraph 3 above, DH will issue a one-time payment to the Union equal to the total net dollar value of the donated hours within 30 days after receipt of the Union's completed report and copies of the written authorization forms, provided, however, that the payment may be delayed for a reasonable period of time if there are any discrepancies or missing information on the report and/or authorization forms. DH will not make payments for any donated hours for which it has not received authorization forms.
6. It is understood that employees of DH who are members of the Union's negotiating team may draw upon the vacation and paid personal leave bank to make up for lost wages due to time spent in contract bargaining sessions, only as authorized by the Union.
7. DH shall not be required to make any deductions of leave or payments to the Union or to take any other actions pursuant to this Agreement that are not permitted under applicable law.
8. The Union agrees to refund any amounts remitted in error, upon presentation of evidence of error. DH agrees to rectify errors in deducting vacation or personal leave or remittance of aggregate donated amounts to the Union, upon presentation of evidence of error.
9. The Union shall indemnify, defend, and hold DH harmless against any and all claims, demands, suits, grievances, or other forms of liability that may arise against DH for or on account of any action taken by DH pursuant to this Side Letter (including complaints by donors or recipients).
10. This Agreement will be in effect only for the duration of the CBAs and will expire when the CBAs expire. Further, this Agreement will be enforceable through the Grievance and Arbitration provisions of the CBAs.
11. This Agreement is subject to modification as part of the negotiations for collective bargaining agreements to succeed the CBAs or as otherwise mutually agreed by the parties.
12. The parties retain any and all rights under the CBAs and at law unless specifically limited by this Agreement.

SIDE LETTER—MARKET RATE ADJUSTMENTS

The Parties agree that maintaining wages during the term of this Agreement, in any classification covered by this Agreement, which remain competitive with wages being paid to employees employed by competing health care institutions, is important to the recruitment and retention of qualified employees.

During the term of this Agreement, the Union shall have the right to submit a written request to the Hospital that the Parties undertake a joint review of whether the wages being paid to any classification covered by this Agreement should be adjusted to maximize recruitment and/or retention of employees in any given classification (a “Wage Adjustment Request”). The Union shall submit any such Wage Adjustment Request during the month of February in any given calendar year during the term of this Agreement. Any such Wage Adjustment Request must identify the specific classification(s) with regard to which the Union is requesting such a joint review and must include an explanation of the basis for including each classification in the Wage Adjustment Request.

In the event the Union submits such a Wage Adjustment Request during any such February, the Parties shall jointly review comparable community wage data for acute care hospitals, taking into account other factors such as, but limited to, the number, frequency, and length of vacancies in the given classification, turnover in the given classification, and the cost of orienting new employees in the given classification.

The Parties shall conclude the joint review relative to the classification(s) identified in any such Wage Adjustment Request by June 30 of the same calendar year in which any such Wage Adjustment Request is submitted.

The Hospital shall not be required to make any wage adjustment following the completion of any such joint review. However, in the event the Hospital determines to implement a wage adjustment following completion of any such joint review, such a wage adjustment shall become effective during the first payroll period commencing on or after July 1 of the same calendar year in which any such Wage Adjustment Request is submitted.

The Parties further agree that such a joint wage review will be conducted within thirty (30) consecutive calendar days following ratification of this Agreement regarding the following classifications:

- Pharmacy Tech Advanced Skills II
- CT Tech
- HUC
- Monitor Tech
- Phlebotomist

- Central Supply Tech II
- Housekeeper I
- Housekeeper II

In the event the Hospital determines to implement a wage adjustment relative to any of the classification(s) listed above, following completion of the joint review, such a wage adjustment shall become effective during the first payroll period commencing on or after thirty (30) consecutive calendar days following ratification of this Agreement.

In the event the Hospital determines not to implement a wage adjustment following completion of the joint review, the Hospital will provide the Union with a written explanation of the basis for its determination, and, upon request, meet and discuss the determination with the Union. The Hospital's determination shall not be subject to the Grievance and Arbitration provisions of the Agreement.

SIDE LETTER—LOW CENSUS ARBITRATION AGREEMENT

Deaconess Hospital (Deaconess), Valley Hospital (Valley), and SEIU Healthcare 1199NW (SEIU or Union) hereby enter into this Side Letter Agreement as part of their negotiations for successor agreements to the 2010-2013 collective bargaining agreements between the parties. The Union will withdraw the “low census” arbitration presently pending before Arbitrator Michael E. Cavanaugh, Esq., with prejudice, such that Arbitrator Cavanaugh shall not issue an Opinion and Award relative to such Arbitration and no remedy shall be issued relative to the issues submitted to Arbitrator Cavanaugh, and shall withdraw all “low census” Grievances which are related to the asterisk text set forth in connection with the “Limited or Mandatory” Section of ARTICLE 6 of the expired collective bargaining agreements.

SIDE LETTER—FINLEY HOSPITAL

Deaconess Hospital (Deaconess), Valley Hospital (Valley), and SEIU Healthcare 1199NW (SEIU or Union) hereby enter into this Side Letter Agreement as part of their negotiations for successor agreements to the 2010-2013 collective bargaining agreements between the parties. Longevity step increases continue after contract expiration, and there is no new across the board wage increase after contract expiration.

SIDE LETTER—DEACONESS HOSPITAL OUTPATIENT DEPARTMENT (H.O.P.D.)

(Name changed to Advanced Cardiac Imaging, October 2014)

Deaconess Hospital (Deaconess), Valley Hospital (Valley), and SEIU Healthcare 1199NW (SEIU or Union) hereby enter into this Side Letter Agreement as part of their negotiations for successor agreements to the 2010-2013 collective bargaining agreements between the parties. In accordance with the H.O.P.D. Agreement (reached between the Parties in March of 2012), the employees shall be placed on the wage step commensurate with the verifiable years of service of each employee, retroactive to January 30, 2012, but the assigned wage step shall not be less than the employee's wage rate at Rockwood or Inland Cardiology Associates immediately prior to the Deaconess Hospital hire date. 'Years of service' includes all relevant experience including, but not limited to, employment at Rockwood Clinic or Inland Cardiology Associates.

APPENDIX A—SERVICE BARGAINING UNIT POSITIONS AT DEACONESS

Administrative Secretary--Case Management
Administrative Secretary-Emergency Department
Administrative Secretary-Laboratory
Anesthesia Technician
Billing Specialist--Operating Room
Case Management Assistant
Central Service Technician
Central Service Technician II
Central Service Technician OR
Client Services Representative
Clinical Research Assistant
Dark Room Technician
ED Medical Financial Advocate
EKG Technician
EKG Technician II
Emergency Department Technician
END Technician (Registered)
Gastrointestinal Technician
Health Care Assistant Dialysis
Health Unit Coordinator
Histology Assistant
HUC/NAC
Hyperbaric/Wound Care Techs
Infectious Disease Assistant
Infusion Services Assistant
Instrument Room Technician—Lead
Medical Assistant
Medical Secretary
Medical Secretary—Laboratory
Monitor Technician
Nursing Assistant Certified
Nursing Assistant Registered
OB Technician
Patient Access Representative
Patient Care Assistant
Patient Client Advocate – Laboratory

PBX Operator
Phlebotomist
Purchasing Supply Assistant OR
Secretary II--Perinatal Outpatient
Secretary II--Perinatal Ultrasound
Secretary Radiology
Sitter
Sleep Technologist
Surgical Scheduler
Transport Technician
Trauma Registry Technician
Unit Aide
X-Ray Assistant

APPENDIX B—LEAD PAY

Employees holding the following positions are eligible to receive lead pay pursuant to Article 7, Section 15 of the Agreement:

Central Service Technician II
Emergency Department Technician
Medical Secretary - Laboratory
Phlebotomist
Transport Technician

APPENDIX C—10-HOUR WORK SCHEDULE

1. Employees scheduled to work ten (10) hour shifts shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and PTO shall commence after completion of three (3) months' continuous employment for sick leave and six (6) months' continuous employment for PTO leave. For purposes of sick leave and PTO, ten (10) hours constitutes one (1) work day.
2. Employees scheduled to work ten (10) hour shifts will receive shift differential in accordance with Article 7, Sections 17 and 18.
3. Employees scheduled to work ten (10) hour shifts shall be paid overtime compensation in accordance with Article 7, Section 6 of the Agreement.
4. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked during the next shift shall be paid in accordance with Article 7, Section 9 of the Agreement.
5. The Employer retains the right to discontinue regularly scheduling an employee to work ten (10) hour shifts and to revert back to a normal eight (8) hour regular schedule after at least twenty-one (21) days advance notice to the employee. Employees scheduled to work ten (10) hour shifts who would like to discontinue working a ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available posted eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not applied for the position.

APPENDIX D—12-HOUR WORK SCHEDULE

1. Employees scheduled to work twelve (12) hour shifts shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and PTO shall commence after completion of three (3) months' continuous employment for sick leave and six (6) months' continuous employment for annual leave. For purposes of sick leave and PTO, twelve (12) hours constitutes one (1) work day.
2. Employees scheduled to work twelve (12) hour shifts shall be paid differential in accordance to Article 7, Sections 17 and 18.
3. Employees scheduled to work twelve (12) hour shifts shall be paid overtime compensation in accordance with Article 7, Section 6 of the Agreement.
4. In scheduling working assignments, the Employer will make a good faith effort to provide each employee with at least eight (8) hours off duty between shifts. In the event an employee is required to work with less than eight (8) hours off duty between shifts, all time worked in the next shift shall be paid in accordance with Article 7, Section 9 of the Agreement.
5. The Employer retains the right to discontinue regularly scheduling an employee to work twelve (12) hour shifts and to revert back to a normal eight (8) hour regular schedule after at least twenty-one (21) days advance notice to the employee. Employees scheduled to work twelve (12) hour shifts who would like to discontinue working a twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available posted eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not applied for the position.
6. The Employer agrees to provide programming to change the rest between shifts for employees working 12 hour shifts to 10 hours. The Parties acknowledge that such programming will be completed in calendar year 2018.

Wage scales

[Deaconess Service wage scales](#)

