

2007 – 2010

EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER
Tacoma, Washington

and

SEIU HEALTHCARE 1199NW

PREAMBLE

This Agreement is made and entered into between St. Joseph Medical Center, Tacoma, Washington, hereinafter referred to as the "Employer," and the SEIU Healthcare 1199NW, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees as certified by the National Labor Relations Board, Case Nos. 19-RC-8213, 19-RC-10163, and 19-RC-11166, employed in job classifications set forth in Appendix "A," excluding all employees represented by other collective bargaining agents, all office and clerical employees including admitting clerks, all professional-technical employees, all confidential employees, guards and supervisors as defined in the Act.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the

specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. All employees working under this Agreement who are members of the Union on its effective date and all employees who become members of the Union during their employment shall remain members in good standing for the life of the Agreement. New employees hired on or after the effective date of this Agreement shall be required to join the Union within thirty-one (31) days from the employee's date of hire or, in the alternative, shall pay to the Union an amount of money equivalent to the initiation fee, and each month thereafter, an amount of money equivalent to the regular Union dues as agency fees. Employees who choose not to join the Union or pay agency fees based on a bona fide religious tenet shall pay the same amount of money to a non-religious charity. The Union will accept the receipts as Union dues. Failure to comply with the above conditions shall, upon the written request of the Union, result in the discharge of the employee in accordance with the provisions of this Agreement. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. (See Addendum E.) Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction

made from the wages of such employee. Effective upon ratification all new voluntary Political Action Fund wage authorizations shall be a two dollar (\$2.00) per pay period minimum contribution level for employees who choose to contribute under this paragraph contribution level..

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

3.4 Orientation. The delegate (or Union Representative) will be given up to one-half (1/2) hour on the delegate's own time to introduce the Union contract to newly employed members of the bargaining unit following Medical Center orientation, providing a meeting room is scheduled in advance in accordance with Medical Center policy. The Union shall not be provided with access to employees during Medical Center orientation. Attendance shall be voluntary and shall be unpaid time for both the delegate and the new employee. The Union will be provided with a copy of the Education Department's orientation calendar.

3.5 Bargaining Unit Roster. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply the Union with a roster containing the names, addresses, classification, employee status, date of hire, rate of pay, gross earnings and employee identification number for all employees covered by this Agreement. The list will be submitted electronically in Excel format.

3.6 Union Delegates. The Union may select Union delegates from among employees in the bargaining unit. The Union delegate will only be recognized by the Employer upon written notification of official designation from the Union. Unless otherwise agreed to by the Employer, the investigation of grievances, attendance at grievance meetings, and other Union business shall be conducted only during the non-working time of both the delegate and the individual employee and shall not interfere with the work of other employees.

3.7 Access to Premises. Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Human Resources Department. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Medical Center.

3.8 Bulletin Boards. In addition to existing bulletin boards, space will be made available on a bulletin board designated by the Employer in a non-public area in each department in which employees represented by the Union regularly work. Such boards shall be used for official Union notices. All postings must be initialed and dated by a delegate or union representative or

carry the Union logo. A designated Union delegate will have a key to any locked Union bulletin boards. The Union will provide a copy of the posted materials to the Vice President, Human Resources or designee at or prior to the time of posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.9 Meeting Rooms. In accordance with Medical Center policy, the Union may use designated meeting rooms of the Medical Center for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated management coordinator and space is available.

3.10 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide release time for employees participating in contract negotiations for at least one (1) employee per work area. The employee shall be responsible for requesting the time off from their supervisor within a reasonable time frame following confirmation of bargaining dates.

ARTICLE 4 - DEFINITIONS

4.1 Full-time Employee. An employee who is regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period, and who has successfully completed the required introductory period.

4.1.1 An employee regularly scheduled to work ten (10) hours per day, four (4) days per week, or seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time employee.

4.1.2 An employee regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time employee.

4.2 Part-time Employee. An employee who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period or a twelve (12) hour shift employee who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period, and who has successfully completed the required introductory period. Subject to skill, competence, ability and availability, additional temporary straight time hours will be made available to part-time employees before supplemental part time and per diem employees are utilized.

4.2.1 Supplemental Part-Time Employee. An employee who works less than sixteen (16) hours per week or thirty-two (32) hours in a fourteen (14) day period on a regularly scheduled basis, or an employee who works on an unscheduled basis and commits to work at least five (5) shifts per month, including one (1) full weekend of two (2) shifts or, in the alternative, work a minimum of three (3) weekend shifts per month. As determined and assigned by the Employer, supplemental part-time employees may be required to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day. Upon request, supplemental part-time employees will be scheduled for shifts which are open after regular part-time and full-time employees have been scheduled for their FTE and before per diems are

scheduled. Supplemental part-time employees shall accrue seniority for purposes of applying for job openings (5.8).

4.3 Introductory Employee. An employee who has been hired by the Employer on a full-time, part-time or supplemental part-time basis and has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the employee shall be designated as a full-time or part-time employee, unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, the Employer retains the right to terminate introductory employees without notice and without recourse to the grievance procedure.

4.4 Temporary Employee. Temporary employees are hired for a definite limited period of time, not to exceed ninety (90) calendar days in length. An example would be vacation relief for a predetermined work schedule or a special project. Temporary employees are not eligible for benefits and longevity steps. In the event a temporary employee assumes a regular status position with no break in service, the employee's employment anniversary date will be established as the beginning of the temporary employment for establishing longevity step wage increases, benefit accrual levels and eligibility periods for health insurance and pension. PTO and EIT benefits shall not be retroactively accrued.

4.5 Per Diem Employee. An employee hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force. Per diem employees shall not accrue seniority or any benefit compensation. After one (1) year of employment, a per diem employee who has worked more than 832 hours per anniversary year of employment may request supplemental part-time status. Upon request, the status change will be made provided the employee agrees to comply with the commitments set forth in Section 4.2.1. Failure to comply with the supplemental part-time requirements will result in loss of supplemental status and the employee shall revert back to per diem status.

4.5.1 Upon request, but not more frequently than quarterly, the Union will be provided with a list of all per diem staff including their names, hours worked, classification and job title.

4.5.2 Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a six (6) month period may request a review of the employee's position to determine whether it should be converted to a regular position and posted. Such requests shall be made in writing by the per diem employee to the manager.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union shall not discriminate on account of an employee's race, creed, color, religion, age, sex, marital status, veteran's status, national origin,

disability, or sexual orientation provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

5.2 Notice of Resignation. Employees who have completed the required introductory period shall be required to give at twenty-one (21) days' written notice of resignation. The Employer and the Union encourage employees to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. The twenty-one (21) day notice requirement shall not include any vacation without management approval or sick leave without written verification by a physician. The Employer may seek a second opinion at its expense. Failure to give the required written notice shall result in loss of accrued benefits. If the employee does not comply with this notice provision, the employee shall not be eligible for rehire. The Employer will give consideration to extenuating circumstances that make such notice by the employee impossible.

5.3 Direct Deposit of Payroll Checks. The Employer will deposit an employee's earnings each pay period into a bank account designated by the employee. The employee will receive a direct deposit pay stub reflecting number of hours worked, rates of pay, accruals for PTO and net pay deposited to the employee's account.

5.4 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. Verified errors generally will be corrected on the next paycheck and in no event later than thirty (30) days of the date of notification of the error. Employees with an urgent financial need may request an exception to this rule. Neither party will have a responsibility to make any adjustments beyond the notification date.

5.5 Personnel Files. Employees shall have access to their personnel file.

5.6 Employer Meetings. Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Employees will be paid a minimum of two (2) hours when coming to the hospital for mandatory meetings on a scheduled day off.

5.7 Health and Safety Committee. The Hospital will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures for the work place and its employees. The Committee shall include three (3) bargaining unit employees, not more than one (1) from any department. All bargaining unit employees who serve on the Committee will be appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

5.8 Job Openings. Notices of vacancies in existing positions shall be posted for seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Notice of vacant positions will be posted on designated bulletin boards throughout the Medical Center, and on the FHS website. When a regular job opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling

such vacancy, providing skill, competency, ability and prior job performance are considered equal in the judgment of the Employer. To be considered for any job openings, an employee must complete and submit an application for transfer through the FHS website. The status of an employee's application will be e-mailed to the employee. Assistance will be provided to employees to set up and access e-mail accounts in the Human Resources Department. If an employee is accepted for a new position, the employee will be ineligible to apply for another position for a six (6) month period unless agreed to by the employee's supervisor. This six (6) month requirement shall not apply to employees unable to perform a job due to an injury, illness or disability certified by a physician. An employee promoted to a higher paid job classification shall be placed on the new scale at the step which gives the employee a minimum of a three percent (3%) increase.

5.9 Discipline and Discharge. No full-time, part-time or supplemental part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Upon request, employees shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

5.10 Job Description. At the time of hire, the Employer shall furnish to the employee a copy of the job description of the employee's job classification. The job description shall be reviewed with the employee by the employee's supervisor during the departmental orientation. The job description shall be reviewed on an annual basis with changes being made where pertinent and reviewed with the employee. The Union shall be provided with copies of any revised job descriptions that have substantial changes in job content.

5.11 Contracting Out. The Employer shall give the Union at least forty-five (45) days' advance notice prior to subcontracting work that will result in a layoff of bargaining unit members. Upon request of the Union, the parties will meet within this forty-five (45) day time period to consider Union recommended alternatives. This agreement to meet to consider Union recommended alternatives is not intended to create a duty to bargain over the decision; however, this Agreement is not intended as a waiver by the Union of any right it may have to bargain over the effects of a layoff, where that right would otherwise exist.

ARTICLE 6 - SENIORITY

6.1 Seniority. Seniority shall be defined as a full-time or part-time employee's continuous length of service with St. Joseph Medical Center from most recent date of hire. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire.

6.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Medical Center. Layoffs shall be by job classification. In the event of a layoff

within a job classification, seniority shall be the determining factor providing that skill, competency and ability in a specific area are considered equal in the opinion of the Employer. Twenty-one (21) days' advance notice (or pay in lieu thereof, prorated for part-time employees) shall be given to the Union and to those employees affected by the layoff. Upon request, the Employer and the Union will meet to review the order of layoff. This section shall not apply to low census conditions.

6.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, employees will be reinstated within a job classification in the reverse order of the layoff providing skill, competence and ability in a specific area and prior job performance are considered equal in the opinion of the employer. Upon reinstatement, the employee shall have all previously accrued benefits and seniority restored. Any recall of employees out of seniority will be communicated to the Union delegate. Employees on layoff may apply for supplemental part-time or per diem positions that may come available within their department without waiving their right to recall. Employees will also be considered for cross-training opportunities should they become available.

6.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, failure to return to work when recalled, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.5 Roster. In the event of a layoff, the Union will be provided with a seniority roster. Upon request, the Union and Employer will meet to review the layoff and recall process. The Union will be advised periodically as to who has been recalled from layoff.

6.6 Low Census. Low census shall be defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will equitably rotate mandatory low census among all available employees by unit, classification and shift providing skill, competence and ability are adequate to meet patient care needs. Agency employees will be released from work prior to implementing low census providing the other regular employees remaining on the unit possess the skills, ability and experience to perform the required work and patient safety is not a factor in the judgment of the Employer. When scheduled staff exceeds patient care needs, the Employer would intend to reduce its staff in the following cut order:

- First Cut - Employees working in any time and one-half (1 1/2) condition (excluding employees receiving rest between shift premium pay)
- Next Cut - Requested cut (volunteers)
- Next Cut - Per Diem
- Next Cut - Supplemental Part-time
- Next Cut - Part-time working above their FTE
- Next Cut - Mandatory rotational cut to include full-time, part-time and temporary employees

Cut hours will be applied in the above order by seniority within a job classification in the department providing skill, competency, and ability in a specific area are considered equal by the Employer. Employees experiencing reduced hours will be given first consideration for additional hours of work provided they notify management in writing of the dates and shifts they

are available. If an employee is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible. Cut lists will be available in the staffing office for employees to view on request.

The Employer will give at least one and one-half (1 1/2) hours' notice in advance of the scheduled shift of pending cut hours. If the Employer does not attempt to notify the employee at least one and one-half (1 1/2) hours in advance of the shift and the employee reports to work, the employee will be provided at management's discretion, with four (4) hours of work, or four (4) hours of pay at straight time. If the Employer does attempt to notify the employee within the deadline but fails to reach the employee, the Employer will not be required to pay the four (4) hour guarantee.

6.7 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor as soon as the problem is identified. Employees believing there is a continuous workload or staffing problem, which may include low census issues or the ability to receive rest periods and lunch breaks, should attempt to resolve the problem with the supervisor. Continuous or potential workload or staffing problems discussed with the supervisor that have not been resolved should be addressed to the Department Director. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor-Management Committee for further review. Employees are encouraged to raise staffing concerns and shall be free from retaliation or reprisal for raising such concerns with management.

6.8 Severance Pay. The Employer will provide severance pay pursuant to Medical Center policy. The Employer will notify the Union in advance of any modification or termination of the severance pay policy.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Workday. A normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.1.1 10-Hour Day.

(a) Patient Care Areas. The normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

7.1.2 12-Hour Day.

(a) Patient Care Areas. The normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

7.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The workday and work week specified in this Article shall not constitute guaranteed hours of work. Subject to patient care considerations, the Employer will make a good faith effort not to schedule employees six (6) or more consecutive days.

7.3 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for work performed beyond the normal workday or the normal work week. Overtime at the rate of double time (2x) will be paid for all hours worked in excess of twelve (12) consecutive hours within the twenty-four (24) hour period. All overtime must be approved in advance by the Department Head. For purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential. Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of the scheduled shift. Overtime will be computed and paid to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for purposes of computing overtime.

7.3.1 12-Hour Shifts. If an employee works two (2) hours or less of overtime, overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. If an employee works more than fourteen (14) consecutive hours, all overtime shall be paid at the double time (2x) rate of pay.

7.4 Meal/Rest Periods. Employees shall receive an unpaid thirty (30) minute meal period during each regular workday. If an employee is required by the Medical Center to remain on duty or is called back to work during a meal period, such time shall be considered as time worked for pay purposes. Employees shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. During rest periods, employees shall remain on Medical Center premises. The application and administration of this section shall be consistent with State law. In accordance with departmental procedures, employees who carry a beeper shall be responsible for giving the beeper to another employee during the employee's meal period.

7.5 Weekend Scheduling. Employees covered by this Agreement may be required to work weekends. The Employer will make a good faith effort to rotate weekend work in a fair and equitable manner, according to the needs of the department. Nothing in this section shall preclude employees from volunteering to work consecutive weekends.

7.5.1 Nursing Service Staff. Weekend work shall be scheduled so as to allow every other weekend off. This shall not apply to employees who trade weekends or volunteer for additional weekend work.

7.5.2 Effective the first of the month following the date of ratification (April 1, 2008 for Dietary employees), in the event a regular full-time or regular part-time employee works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. The weekend shall be

defined for the first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, employees may request the trading of weekends, provided the schedule change does not place the Employer into an overtime condition or premium pay condition pursuant to this section. This section shall not apply to supplemental part-time or per diem employees. Premium pay provided for in this section shall not apply to employees who initiate a request to work more frequent weekend duty or to work every weekend, or to employees whose regular schedule is for recurring weekend positions (i.e., Saturday and/or Sunday). Premium pay provided herein shall not apply to time spent for nonmandatory educational offerings.

7.6 Rest Between Shifts. Each employee shall have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the employee and the Employer. In the event that an employee is required to report to work in less than eleven (11) hours following the completion of the previous day's work, the subsequent shift shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay. There will be no scheduling of split shifts except by mutual agreement. This section shall not apply to in-service education offerings, committee meetings, staff meetings or to standby and callback assignments pursuant to Article 8.

7.6.1 Twelve (12) Hour Shifts. For twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise the commitments in 7.6 shall apply.

7.7 Scheduled Days Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked.

7.8 Availability of Hours. Part-time and per diem employees desiring additional hours up to full-time shall notify the Department Head in writing. Requests shall be considered based on availability and ability to do the work. Subject to skill, competence, ability and availability, part-time employees will be offered additional temporary straight-time hours before per diem employees are utilized.

7.9 Innovative Work Schedules. Innovative work schedules are schedules that require a change, modification or waiver to this Agreement. Innovative work schedules may be established in writing by the Employer with the prior consent of the Union and the employees involved. Where innovative work schedules are utilized, the Employer retains the right to revert back to a normal workday schedule or the work schedule which was in effect immediately prior to the innovative work schedule after at least thirty (30) days' advance notice to the employees.

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

made. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.10.1 Requested Time Off. Management will put forth a good effort to locate coverage when an employee requests time off before a schedule is posted. This effort may include posting a list in a designated place of "shifts needing coverage". Qualified employees will be allowed to sign up for extra work if the cost to the Employer is not increased (i.e., overtime, premium pay). If this effort fails to provide coverage, the employee may be requested to find own coverage or the request may be denied.

7.11 No Pyramiding. There shall be no pyramiding or duplication of any compensation paid at the rate of time and one-half (1 1/2), except as per Section 9.8.

ARTICLE 8 - COMPENSATION

8.1 Wage Schedule. Employees covered by this Agreement will be paid in accordance with Appendix "A."

8.2 Date of Implementation. Wage rates and any other changes in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date specified in this Agreement.

8.3 Longevity Steps. All employees shall receive longevity steps on their FHS anniversary date.

8.4 Shift Differential. Employees assigned to work a majority of hours after 5:00 p.m.(after 3:00 p.m. effective November 1, 2008) shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour over the hourly rate of pay. Employees assigned to work a majority of hours after 11:00 p.m. shall be paid a shift differential of one dollar and sixty cents (\$1.60) per hour over the hourly rate of pay. Effective November 1, 2008 evening shift differential shall increase to one dollar twenty-five cents (\$1.25) per hour and night shift differential shall increase to one dollar and seventy-five cents (\$1.75) per hour.

8.4.1 Twelve (12) Hour Shifts. Employees assigned the day shift shall receive their regular rate of pay. Employees assigned the night shift shall receive the night shift differential. The Employer shall designate the starting time for the day and night shifts.

8.5 Standby. Scheduled standby pay and low census standby pay shall be at the rate of three dollars and twenty-five cents (\$3.25) per hour while on assigned standby status. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. Standby pay shall cease when the employee is actually working in a call-back status.

8.6 Callback. Any time worked in callback shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, with a three (3) hour minimum. The callback shall not apply when the employee reports for work in advance of the assigned shift.

Callback pay shall not be pyramided and shall not be paid more than once for the same hours. Standby pay will cease when an employee reports for callback duty.

8.7 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime premium pay calculations unless 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. Premium pay provided for in this section shall not apply to time spent for educational purposes.

8.8 New Job Classifications. Should a new job be created within the bargaining unit or an existing job substantially modified, the Employer and the Union shall meet to discuss the rate of pay established for such classification.

8.9 Lead Pay. Employees assigned to a lead position shall be paid one dollar (\$1.00) per hour above their base rate of pay.

8.10 Temporary Assignment. Temporary assignment to a higher position will result in the employee being paid at the wage rate of the higher position.

8.11 Work in Multiple Classifications. Employees assigned to a different classification for a full shift or more or regularly assigned to a different classification within the department shall be placed on the step of the scale of that classification as follows: If the classification pay rate is the same or lower than that of the employee's primary classification, the employee's rate of pay will not change. If the classification pay rate is higher than that of the employee's primary or previous classification, the employee will be placed at the first step of the new pay scale that results in a higher rate of pay than the employee's current step. Employees who, on the effective date of this Agreement, are currently assigned at higher steps in second or third positions shall retain such placement.

8.12 Per Diem/Supplemental Part-Time Premium. Employees classified as Per Diem or Supplemental Part-Time shall receive a fifteen percent (15%) premium to their regular rate of pay for all hours worked.

8.13 Recognition for Past Experience.

Full-time and part-time employees hired during the term of this Agreement shall be compensated in accordance with the following plan:

- a. Employees with two (2) or more years of continuous recent experience shall be employed at not less than the first longevity step (year 1).
- b. Employees with four (4) or more years of continuous recent experience shall be employed at not less than the second longevity step (year 2).

- c. Employees with six (6) or more years of continuous recent experience shall be employed at not less than the third longevity step (year 3).
- d. Employees with eight (8) or more years of continuous recent experience shall be hired at not less than the fourth longevity step (year 4).
- e. For purposes of this section, continuous recent experience shall be defined as relevant experience in an accredited hospital without a break in experience which would reduce the level of skills as determined by the Employer

8.12.1 If a new employee is hired for above the minimum longevity step set forth in Section 8.12, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

ARTICLE 9 - PAID TIME OFF

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

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

9.3 Accrual Rates. Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates will begin at the date of hire.

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

9.4 Access. Paid Time Off (PTO) and Extended Illness Time Off (EIT) are intended to compensate employees who are absent from work for time they would have been scheduled to work. Employees are requested to provide as much notice as possible. Employees are asked to submit requests by April 1 of each year for the May 1 through December 31 timeframe. Employees shall be notified of vacation approval/denial by May 1. Such vacation requests shall be granted on the basis of seniority. In the event an employee is denied his/her first and second

choice of vacation, the employee will have the option of taking time off at another time or receiving the time in wages. Vacation scheduling around holidays will be equitably rotated.

For vacation requests to have time off from January 1 to May 1, the Employer will respond within thirty (30) days of request. PTO will be granted on a first come, first serve basis. For vacation requests made after April 1, the Employer will respond within thirty (30) days of the receipt of the request. After April 1, PTO will be granted on a first come, first serve basis. A paid time off request is required in writing at least thirty (30) days in advance.

Employees may, at their option, use or not use accrued PTO for low census days.

9.5 Extended Paid Time Off. EIT has been established to provide coverage to employees who have a catastrophic illness or a need to be away from the work place for an extended illness or injury, or for inpatient or outpatient surgery. Employees may access the EIT account after the third (3rd) consecutive work day (after the second [2nd] consecutive work day for twelve [12] hour shifts) of an illness, injury or upon the first (1st) day of hospitalization or outpatient surgery for themselves or a dependent child. Once an employee qualifies/accesses the EIT account, then all hours will be paid out of the EIT account as they apply to the event.

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

9.6 Management of Hours. Employees may transfer PTO hours to the EIT account. Employees may not transfer EIT hours to the PTO account.

9.7 Rates of Pay. PTO and EIT hours shall be compensated at the employee's regular rate of pay, to include shift differential and certification premium pay when applicable. Paid accruals do not count toward the calculation of overtime.

9.8 Premium Pay Days (Holidays). The Medical Center will not pay Holiday Pay in the traditional sense. Under the Paid Time Off Program, the employee is free to designate which holidays to observe. Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. The Medical Center will pay any employee working on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. Premium pay hours worked shall count as time worked in computing overtime hours in the work period. In providing Premium Pay Day coverage, managers will first ask for volunteers. If enough volunteers are not found, managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule. On Premium Pay Days, work will be equitably distributed. Premium Pay Days are as follows:

New Year's Day
Memorial Day
Labor Day
Christmas Day

President's Day
Independence Day
Thanksgiving Day

The time period from 3:00 p.m. December 24 to 11.00 p.m. December 25 shall be recognized as Christmas Day. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as New Year's Day.

9.9 Cash Out Option. With thirty (30) days' advance notice, the employee may request PTO pay in lieu of time off up to seventy-two (72) hours in a calendar year. An employee shall not be eligible for the employee cash out option if:

- (1) During that period of time that the employee has been suspended from duty pending investigation and determination of appropriate disciplinary action, if any.
- (2) The employee has been disciplined at the final written warning or suspension level within the preceding three (3) month time period.
- (3) The employee has been discharged for cause.
- (4) The employee has voluntarily resigned without the required notice and/or without working out the notice period.

9.10 Depletion of Accounts. Employees who have depleted PTO and EIT accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

9.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of PTO per year for vacation. Employees may access PTO hours to cover low census days. Employees may not utilize any PTO/EIT hours that would result in a negative balance. Employees may not access PTO while receiving Workers' Compensation. However, employees may access EIT per Medical Center Workers' Compensation policy for the number of scheduled days of work while receiving Workers' Compensation.

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

- A. PTO accounts paid at 100%
- B. EIT accounts paid at:

1 - 14 years	-	Paid at 0%
15 - 19 years	-	Paid at 10%
20 - 24 years	-	Paid at 15%
25+ years	-	Paid at 50%

9.13 Notification of Absence From Work. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid leave for that day. The Employer shall administer this provision and other aspects of its attendance policy in a manner consistent with state and federal law.

ARTICLE 10 - EMPLOYEE BENEFITS

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

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

10.3 Workers Compensation. The Employer shall provide Workers' Compensation insurance or equivalent for all employees.

10.4 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees.

10.5 Tax Sheltered Annuity Plan. A tax sheltered annuity plan(s) will be provided to all eligible full-time and part-time employees for employee contributions. Eligibility requirements shall be defined in the plan documents.

10.6 Life Insurance. A group term insurance plan will be provided for all employees who work forty-eight (48) or more hours per pay period.

10.7 Plan Changes. Participation in the Employer's Flexible Benefit Plan, Retirement Plan or any other benefits set forth in this Article 10 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current benefit plan(s) or retirement plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. All leaves of absence shall be without pay, unless specifically provided for herein.

11.2 Medical Leave. A leave of absence for medical reasons shall be granted upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. A medical leave related to pregnancy shall be granted for the period of temporary physical disability, regardless of the employee's length of service..

11.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or replacement of a foster child; to care for a spouse or immediate family member with a serious health condition. The Employer shall maintain the employee's health benefits during this leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or the collective bargaining agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The confidentiality of employee medical information acquired by the Employer through FMLA processes will be protected under applicable law including HIPAA .

The employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

11.4 Leaves of Absence for Education. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits or wage step, provided the educational courses to be studied are directly related to a health care position and are approved by the Department Director.

11.5 Military Leave. Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Military Leave policy.

11.6 Bereavement Leave. Up to three (3) scheduled work days of paid leave may be granted during the seven (7) day period following the death of a member of the employee's immediate family. The Employer will give consideration to requests for bereavement leave outside the seven (7) day period. Immediate family shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, mother-in-law, or father-in-law or steppersons. Additional time off with pay may be granted, up to a maximum of five (5) scheduled working days, when extensive travel is required to attend the funeral.

11.7 Jury Duty. Time off with pay will be granted for jury duty to regular status full-time and part-time employees once they have completed their introductory period. The employee shall be paid the difference between the fee the employee receives for such service and the amount of straight-time earnings (at the regular rate) lost in accordance with the employee's regularly scheduled hours of work by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. The employee must give the Employer immediate notice of the call for jury duty and provide the Employer with a copy of the summons.

11.8 Personal Leave. After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence without pay. The employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

11.9 Anniversary Date. Leave with or without pay shall not alter an employee's anniversary date of employment.

11.10 Reinstatement from Leave. An employee will be entitled to reinstatement from a leave of absence as follows:

- a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.
- b. Disability Leave: Employees who return to work within ninety (90) days following an approved disability leave of absence (11.2) shall return to the employee's prior position; provided, however, this commitment shall not apply to employees who have previously exhausted their FMLA leave entitlements within the last twelve (12) months. Upon return from a disability leave in excess of ninety (90) days, the employee will be returned to the employee's prior position if still vacant; otherwise the employee will be offered the first available opening for which the employee is qualified for the remainder of the six (6) month period.
- c. Personal Leave: The employee will be reinstated to the same position if he/she returns from leave within thirty (30) calendar days. Upon return from a personal leave in excess of thirty (30) calendar days, the employee will be returned to the employee's prior position if still vacant; otherwise, the employee will be offered the first available opening for which the employee is qualified.
- d. Military Leave: An employee returning from a military leave will be reinstated as required by law.
- e. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.
- f. Educational Leave: Generally, an employee's position will be held for the first ninety (90) calendar days of an authorized educational leave.

ARTICLE 12 - TUITION REIMBURSEMENT

The Employer's Tuition Reimbursement policy is incorporated herein by reference.

ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE

Medical Center management, jointly with the elected representatives of the employees, shall establish a Labor-Management Committee to assist with personnel, staffing issues and other mutual problems. The purpose of the Labor-Management Committee is to foster improved communications between the Employer and the employees as opposed to individual complaints. The function of the Committee shall be limited to an advisory capacity rather than a decision-making capacity and shall have no bargaining authority. The Labor-Management Committee shall be composed of up to four (4) employees appointed by the Union and up to four (4) managerial employees designated by the Employer. All members of the Labor-Management shall be employees of the Medical Center. A union representative may be invited to attend Labor-Management meetings but shall not be a member of the Committee. The Committee shall meet bi-monthly or as often as mutually agreed. Some items of discussion may be more appropriate for specific units rather than the Labor-Management Committee as a whole. In such instance, a temporary subcommittee of the Labor-Management Committee may be formed. The Employer will pay up to four (4) Union-appointed employees one (1) hour of pay each for committee attendance, up to six (6) times per year.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

14.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 9.8 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

14.3 Terminations. Grievances resulting from the termination of employees shall be filed at Step 2 of the grievance procedure.

14.4 Grievance Procedure. A grievance shall be submitted to the following grievance procedure.

Step 1: Employee and Immediate Supervisor. If an employee has a grievance, the employee must first present the grievance in writing to the employee's immediate supervisor or designee within fourteen (14) calendar days from the date the employee knew or had reason to know that a grievance existed. Upon receipt thereof, the immediate supervisor shall meet with the employee and attempt to resolve the problem within fourteen (14) calendar days. The supervisor shall respond in writing to the employee within fourteen (14) calendar days following the meeting with the employee.

Step 2: Employee, Union Representative and Department Head. If the matter is not resolved to the employee's satisfaction in Step 1, the employee shall present the grievance

in writing (setting forth the detailed facts concerning the nature of the grievance, contractual provisions allegedly violated and relief sought) to the Department Head and/or designee within fourteen (14) calendar days of the immediate supervisor's decision. The Department Head and/or designee shall endeavor to meet with the parties within thirty (30) days and issue a written reply within fourteen (14) calendar days following the meeting of the parties.

Step 3: Vice President and Union Representative. If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President, Human Resources (and/or designee) within fourteen (14) calendar days of receipt of the Step 2 response. The Vice President, Human Resources (and/or designee), the employee and the Union Representative shall meet within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President or designee will issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply from the Vice President or designee. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of the Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 15 - NO STRIKE--NO LOCKOUT

It is recognized that the Employer 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 the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, walkout, slowdown or other work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage will be subject to an immediate dismissal. The Employer agrees that in consideration of the above it will not lock out employees during the term of this Agreement.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

16.2 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

16.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

ARTICLE 17 - DURATION

This Agreement shall be effective the date of ratification, and shall remain in full force and effect to and including October 31, 2010, and shall continue thereafter from year to year unless at least 90 days, but no more than 120 days, prior to the 31st day of October, 2010, or prior to the 31st day of October any subsequent year either party shall file a written notice with the other by certified mail, return receipt requested, of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of January 2008.

ST. JOSEPH MEDICAL CENTER

SEIU HEALTHCARE 1199NW

David Lawson
Vice President, Human Resources

Diane Sosne, President

Sharon Royne, Director of Employee

Denise Baeza

and Labor Relations

Organizer

Matthew W. Lynch
Employer Representative

Letter of Understanding

Low Census Committee

The Medical Center and the Union recognize the importance of undertaking joint efforts in reducing mandatory low census and overtime when and wherever possible. To address this issue the Employer and the Union will establish a Low Census Committee within sixty (60) days of ratification with representatives from both frontline and management staff. The committee will be comprised of up to five (5) employees and up to five (5) management members. Employees will be paid for their time, or be granted paid release time, to participate on the committee. The Union shall appoint one bargaining unit member as a committee co-chair. In guiding the committee's work low census data, overtime hours and best practices, among other data, shall be reviewed. If the committee comes up with any mutually agreed upon recommendations for change they shall be presented to the Vice President, Human Resources for review and potential implementation.

DATED this __ day of January 2008.

ST. JOSEPH MEDICAL CENTER

SEIU HEALTHCARE 1199NW

David Lawson
Vice President, Human Resources

Diane Sosne, President

Sharon Royne, Director of Employee
and Labor Relations

Denise Baeza
Organizer

Matthew W. Lynch
Employer Representative