

Agreement by and between

# **UFCW 21 and Jefferson Healthcare**



**RN**

**Effective 2/17/2016 – 10/31/2018**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

**With a union you and your co-workers have a voice in decisions about your work life**—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

My Union Representative:

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My Union Steward:

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This Agreement is made and entered into by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union", and Jefferson County Public Hospital District No. 2, d/b/a Jefferson Healthcare, hereinafter referred to as the "Hospital".

#### PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goals of providing quality patient care by establishing an orderly system of Hospital-Nurse relations which will contribute to productive and efficient nursing care programs and the resolution of mutual problems.

#### ARTICLE 1 – RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all persons employed by the Hospital as a registered nurse or a licensed practical nurse at 834 Sheridan Avenue, Port Townsend, WA 98368, plus Clinic Endoscopy Nurses and Home, Health, and Hospice Nurses working in the Hospital's clinics, and excluding administrative/management positions, temporary and per diem nurses with respect to rates of pay, hours of work, conditions of employment, and other pertinent matters as specified in this Agreement.

#### ARTICLE 2 – NONDISCRIMINATION

2.1 The Hospital and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any nurse by reason of race, color, religion, creed, sex, marital status, national origin, age, or mental, physical or sensory handicap, subject to occupational requirements and ability to perform within those requirements.

2.2 No nurse covered by this agreement shall be discriminated against by the Hospital or the Union because of membership or non-membership in the Union, or lawful activities on behalf of the Union, as long as these activities do not interfere with the normal work process of the Hospital. It is agreed that Union business and grievance handling will not occur on the paid work time of any nurse engaged in these activities, unless requested by the Hospital.

#### ARTICLE 3 – UNION MEMBERSHIP

3.1 Membership. All nurses subject to this Agreement shall be required, as a condition of employment, to become and remain members of the Union. Nurses who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed nurses shall make application to join the Union 31 days following their date of hire and shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of union membership. Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) calendar days after receiving written notice from the Union, unless the nurse fulfills the membership obligation set forth in this Agreement. Union membership applications and payroll deduction cards will be distributed to each new nurse during orientation. The Hospital will notify nurses of the membership requirement at time of hire.

3.1.1 Any nurse who is a member of and adheres to established and traditional tenets of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations or a nurse who has a philosophical objection to same

who was hired before June 28, 2002, shall not be required to join or financially support the Union as a condition of employment. In the alternative, the nurse will be required to pay a monthly amount equal to the Union membership fee to a 501C charitable organization. This alternative must be declared in writing by the nurse.

3.2 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed authorization form, the Hospital agrees to deduct from the paycheck of each nurse the monthly dues and the initial initiation fee upon hire required of members of the Union during the life of this Agreement. The amounts deducted will be transmitted to the Union by check payable to its order on or before the tenth (10th) of each following month. Upon issuance and transmittal of the check to the Union, the Hospital's responsibility shall cease with respect to deductions covered thereby. The Union and each nurse authorizing the assignment of her/his wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits, or other forms of liability that may arise against the Hospital for and on account of any such deduction made from the wages of a nurse pursuant to the terms of this section. The deduction of Union dues may be terminated by a nurse on thirty (30) days' written notice to the Hospital and the Union.

3.3 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Hospital shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Hospital, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per month. The amount deducted and a roster of all nurses 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 Hospital's responsibility shall cease with respect to such deductions. The Union and nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wage of such nurse.

3.4 Bargaining Unit Information - Nurse Roster. Upon the signing of this Agreement and, as requested by the Union but not more than monthly, the Hospital shall supply to the Union a list of all nurses covered by this Agreement. The list shall include the name, address, classification, Social Security Number, date of hire, rate of pay, gross monthly wages and FTE status for each nurse. Each month the Hospital shall also send a list with the information from the prior sentence for those persons covered by this Agreement who were hired or terminated during the prior month.

3.5 Union Access/Representatives. The Union's authorized staff representatives may have access to the Hospital's premises for the purpose of transacting Union business. Union business shall not take place in patient care areas, disrupt care or be on a nurse's working time unless authorized by Administration. The Union Representative shall notify the Personnel Director or designee upon arrival at the Hospital.

3.6 Bargaining Unit Officers. The Union shall have the right to select bargaining unit officers from among the nurses in the unit. The bargaining unit officers shall not be recognized by the Hospital until the Union has given the Hospital notice of the selection. The officers shall be the designated grievance representatives.

3.7 Bulletin Board. The Union shall be permitted to post Union announcements and notifications of professional activities that are signed by a designated bargaining unit representative/designee in the following locations. One mailbox will be provided for designated Union Representatives.



Emergency Department – Break Room  
Surgery – Break Room/Kitchen Area  
ICU – ACU Break Room (however, when a break room for ICU is designated then the posting will be in that break room)  
ACU – Break Room  
FBC – Break area shared with Physicians  
Home Health and Hospice – Break Room  
Cardiac Pulmonary/Wellness Department – Break Room  
Coumadin and Medical Short Stay – Cafeteria Bulletin Board

3.8 Contract and Job Descriptions. The Hospital will give each newly-hired nurse a copy of this Agreement, a membership application and payroll deduction form, and the nurse's job description. The Union will provide copies of this Agreement to the Hospital. Additional copies of this Agreement, provided by the Union, shall be available in the Personnel Department. The Hospital shall provide the Union with current job descriptions of nurses covered by this Agreement and subsequent revisions of these descriptions.

3.9 New Hire Orientation. The Hospital will provide the Union access to new hires at the time of the orientation for the purpose of introduction and orientation to the Union. The bargaining unit representative will be notified of all new nurses within fifteen (15) days of hire and at least five (5) days prior to the New Hire Orientation. The bargaining unit representative and new nurses will be allowed one-half (1/2) hour unpaid time during the orientation session to introduce the Union contract to newly-employed nurses.

3.10 Meeting Rooms. The Union shall be permitted to use designated premises of the Hospital for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.11 Negotiations. Supervisors will make a good faith effort to release bargaining unit representatives and negotiation team members from their scheduled shift for purposes of joint negotiations. These hours will be considered leave without pay unless the nurse elects to take PTO. The Union will notify the Human Resources Director as soon as possible of those nurses who will be participating on the Union bargaining team.

#### ARTICLE 4 – MANAGEMENT RIGHTS

The Union recognizes the responsibilities of the Hospital Administration to operate and manage the Hospital including, but not limited to, the rights to establish and require standards of performance, to maintain order and efficiency; to direct nurses; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off and recall nurses; to require reasonable overtime work of nurses according to the RCW; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided, that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

## ARTICLE 5 – DEFINITIONS

- 5.1 Staff Nurse. A nurse who is responsible for the direct and indirect nursing care of the patient.
- 5.2 Full-Time Nurse. A nurse, so classified on the hospital's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.
- 5.3 Part-Time Nurse. A nurse, so classified on the Hospital's employment records, who is regularly scheduled to work sixteen (16) hours or more but less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period. Part-time nurses shall accrue benefits based on hours paid, except as otherwise provided in attached special agreements.
- 5.4 Per Diem Nurse. A registered nurse who is not regularly scheduled. At no time shall they be scheduled for or work more than forty percent (40%) of full-time in each month for any consecutive three-month period. If a per diem nurse works more than 832 hours within a department in a twelve-month period, a regular position will be added to the bargaining unit. The Hospital will report per diem hours to the Labor Management/Nurse Practice Committee and the Union quarterly. Seniority for per diem nurses will be accrued only in comparison to other per diem nurses.
- 5.4.1 If a bargaining unit nurse chooses to accept a per diem position, seniority will be retained if the nurse returns to a bargaining unit position within one (1) year of making the change.
- 5.4.2 The probationary period for per diem nurses who accept bargaining unit positions shall be from their original date of hire into the bargaining unit, with the exception of the nurse who returns, as in Article 5.4.1 above, to the bargaining unit within one year.
- 5.5 Temporary Nurses. Nurses hired to work during a period of up to six (6) months when the Hospital requires a temporarily augmented work force are classified as temporary nurses. This period shall not be longer than six (6) months in a twelve-month period without the consent of the Union. Temporary nurses are not covered by this collective bargaining agreement.
- 5.5.1 If a temporary position is filled by a current bargaining unit nurse, that nurse will retain regular status for purposes of this Agreement, during that temporary assignment. The Hospital will hold the bargaining unit nurse's prior position open for four (4) weeks. At that time, if the Hospital finds that a need exists to post to fill the position, the Hospital will first notify the nurse and give her/him the first opportunity to return to the temporarily-vacated position. If the nurse declines, the Hospital may post for and hire into that position. In that case, the nurse would be eligible for the first available position for which that nurse is qualified after completion of the temporary assignment.
- 5.5.2 If no bargaining unit nurse seeks or is qualified for a particular temporary position, the hours will be offered to a per diem nurse.
- 5.5.3 If the Union or the nurse feels that she/he is improperly classified, a grievance may be filed to have that issue clarified.
- 5.6 Agency Nurse. A nurse who is hired and paid through a temporary employment agency is not considered an "employee" of the Hospital.

5.7 Resident Nurse. A registered nurse whose clinical experience in an acute care facility after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. An experienced registered nurse returning to practice who has recently satisfactorily completed a nursing refresher course shall be classified as a resident nurse. A resident nurse shall be assigned under the close and direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed three (3) continuous months unless extended for an additional three (3) months, with prior approval of the Union, when mutually agreed to by the Hospital and the individual nurse involved. A resident nurse who is expected to function without close and direct supervision on an ongoing basis and who is assigned the same level of responsibilities as a staff nurse shall be reclassified as a regular staff nurse and the residency period will be considered over. Resident nurses are subject to the probationary requirements as defined by this Agreement from date of hire.

5.8 Probationary Nurse. A nurse shall be considered a probationary nurse during the first ninety (90) days of employment or during the period of residency, whichever is greater. Probationary nurses shall accrue benefits and are eligible to use them based on their status as full-time or part-time nurses. Probationary periods may be extended an additional ninety (90) days with prior notification of the Union and agreement by the nurse and Hospital.

5.9 Charge Nurse. A registered nurse who has completed the required competencies and who is assigned at the discretion of the Director/designee, to expanded responsibilities for other staff, patient care, and patient flow within the Emergency Department, ACU Family Birth Center, Intensive Care Unit, Home Health and Hospice, Medical Short Stay and the Surgical Services areas. A nurse who is assigned as charge nurse shall be paid for all hours worked as charge. Charge nurses do not issue verbal or written warnings to bargaining unit nurses but may verbally counsel nurses as appropriate.

5.10 Lead RN. Posted position by the Hospital which includes responsibilities for directing the designated unit or department through expanded on-going responsibilities for staff, patient care, and patient flow. Lead RNs will receive the lead premium outlined in Article 9.1.2.

5.11 Month and Year. For purposes of this Agreement and the method of computing wages and benefits provided herein, unless otherwise provided, a "month" shall be defined as 173.3 paid hours and a "year" shall be defined as 1664 paid hours or twelve (12) months, whichever comes last. Low census hours shall be counted as hours worked for purposes of seniority, longevity steps and benefit accruals.

5.12 Standard Shifts. The standard shifts are day (7:00 a.m. to 3:30 p.m.), evening (3:00 p.m. to 11:30 p.m.), and night (11:00 p.m. to 7:30 a.m.).

5.13 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new nurse who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Hospital. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Department management will determine the need for preceptor assignments and the selection of preceptors. A preceptor may be assigned to a student when it is determined to be appropriate by the Hospital. It is understood that nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process, including unit specific check lists, and addressing department processes and procedures to new nurses. The general orientation process shall also include the providing of informational assistance, support and guidance to new nurses including initial competency assessments.

5.14 Base Rate of Pay. A Nurse's base hourly rate excluding all premiums and shift differentials except for BSN/Certifications under Article 10.6.

5.15 Regular Rate of Pay. The statutorily defined and required overtime pay calculation during the designated work week period.

5.16 Premium. Any pay provided to an employee above the base hourly rate, other than statutory overtime pay.

## ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Notice of Resignation. Full-time and part-time nurses shall give not less than twenty-one (21) calendar days' prior written notice of resignation. Failure to give such notice shall result in loss of accrued Paid Time Off (PTO). The Hospital, at its discretion, may give consideration to situations that would make such notice by the nurse impossible.

6.2 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. The Hospital will apply the principle of corrective discipline which may include verbal warning, written warning, suspension, and discharge for poor work performance and absenteeism. Disciplinary steps may be by-passed if the Hospital feels the nature of the offense is grave enough. Copies of such notices will be provided to the nurse at the time formal disciplinary action is taken. The nurse shall be required to sign the written warning for the sole purpose of acknowledging receipt thereof. The nurse may request representation in a meeting wherein disciplinary action or investigation which may lead to disciplinary action is taken by the Hospital.

6.2.1 The Hospital will notify the Union, in writing, within 24 hours, exclusive of weekends and holidays, following notice of discharge or suspension to any nurse in the bargaining unit. Inadvertent failure to notify shall have no effect on the validity of the disciplinary action taken. No nurse shall be disciplined for the appropriate use of a contractual benefit or right.

6.3 Evaluations. The Hospital shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses shall receive a written evaluation prior to the end of the probationary period and at least annually thereafter.

6.4 Personnel File. Nurses shall have access to their personnel file. Upon request, the Hospital will either remove or destroy reference verifications and other third party material or, if such materials are not destroyed, they shall be made available to the nurse. Nurses shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. Except for documents addressing matters involving gross misconduct (for example, breach of patient confidentiality, patient abuse, harassment, stealing, assault, substance abuse, etc.) separate written or oral notices will be removed from the personnel file after two (2) years, provided no further related discipline has been issued during that time period; in such cases, the warning notice will not be used to support further discipline.

6.4.1 Personnel Action Forms. Personnel Action Forms will be used to state pay step, shift, and FTE status as indicated on job postings. This will not constitute an individual job contract and will conform with all other definitions and provisions of this Agreement. A copy of the Personnel Action Form will be given to the nurse and one will be retained in the personnel file. Any variation from the standard shift or pay rate will be considered a flexible shift under Section 8.6.

6.5 Pay Days. The Hospital will provide the Union no less than thirty (30) days' notice of any change to the current bi-weekly payday schedule.

6.6 Patient Transport. A nurse who accompanies a patient traveling by ambulance, helicopter, or other vehicle, at the request of Hospital Administrative Personnel, shall be considered to be in the employ of the Hospital. If the return trip to the hospital is not to be by the ambulance or other vehicle in which the nurse traveled with the patient, the nurse's return trip transportation expense should be arranged before departure. Such return trip expenses will be provided before the trip if requested, or otherwise reimbursed by the Hospital. All hours spent performing the foregoing function shall be compensated at the appropriate rate of pay.

6.7 Work Assignment. The Hospital retains the right to assign a nurse on daily basis to work on any unit or department to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform.

6.8 Dress and Uniforms. In units where the Hospital determines that the working conditions require scrub uniforms (currently ER, OB, ICU and OR), the Hospital will make scrubs available.

6.9 Meals. The Hospital agrees to provide a meal at no cost to nurses required to work a double shift, if requested.

6.10 Employee Handbook. Each nurse shall be provided with a copy of the Employee Handbook at the time of hire. The material in this handbook is not intended to replace or change the terms of this collective bargaining agreement and shall not constitute a contract.

6.11 Bridging Benefits. Regular nurses who (1) resign and are reemployed by the Hospital within twenty-four (24) months of the date of their resignation, or (2) who transfer out of the bargaining unit and return to the bargaining unit within twenty-four (24) months, or (3) who transfer to a non-benefit eligible position (i.e., per diem or temporary) and transfer back to a benefit-eligible position within 24 months shall be credited with the same benefit levels they had earned as of the date of resignation. They shall neither lose nor gain benefit accumulation during such an absence.

6.12 Health Examinations. The Hospital will provide health screens in accordance with federal and state guidelines.

6.13 Health Standards. The Hospital will provide nurses with copies or access to copies of all policies, procedures, equipment, supplies and education necessary to meet the health-related standards of WSHA, OSHA and CDC.

6.14 Communication. Nurses who have concerns about any nursing practice issues are encouraged to raise those concerns through the appropriate levels of supervision. Any safety issues or staffing issues related to safety must be submitted in the current occurrence reporting system (currently Quantros).

#### ARTICLE 7 – SENIORITY, LOW CENSUS AND LAYOFF

7.1 Definition. Seniority is defined as a full-time or part-time nurse's continuous length of service as a nurse covered by this Agreement with the Hospital from their most recent date of hire within the bargaining unit. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from their most recent date of new hire into the bargaining unit. Leaves without pay for a period in excess of

six (6) weeks will result in the nurse's seniority date being adjusted to reflect the period of the leave. Regular nurses who change to per diem status and subsequently return to regular status within one (1) year without a break in employment shall retain previously-accrued seniority.

7.2 Low Census. A low census period is a temporarily reduced need for nurses. During this period, nurses who have been scheduled to work will share a reduction in hours.

7.3 Low Census Benefits. Regular full-time or part-time nurses sent home or asked not to come in for work because of low census, as determined by the Hospital, shall continue to accrue most benefits as if they worked their regular schedule; these low census hours shall also count for the purpose of computing step increases and PTO accrual; provided, however, that no nurse shall be credited with more than 2080 hours for purposes of benefit accrual during any one (1) calendar year.

7.4 Low Census Standby. A nurse whose shift was reduced due to low census may be placed on low census standby for a minimum of four (4) hours. If a nurse is called in to work while on low census standby, then the nurse will receive time and one-half (1 1/2) the nurse's base rate of pay for hours worked after being called-in, with a minimum of three (3) hours of pay. Standby pay shall be discontinued when the nurse reports to work. If the nurse is returned to standby on low census status after being called in, then standby pay will resume after the minimum three (3) hour pay period. It is understood that if a nurse is called back more than once in the same three (3) hour period, only one (1) minimum guarantee shall be due that employee. Benefits as described in Section 7.3 will accrue to these standby low census hours.

7.5 Low Census Rotation. Subject to skill, competence and ability, low census will be rotated and shared equitably among all bargaining unit nurses including Charge Nurses. Alternative solutions can be made to keep nurses working during their low census rotation if management deems it necessary. Low census will be given as follows when skills and abilities are equal:

1. Agency nurse;
2. Nurses working premium and/or bonus time shifts;
3. Volunteers;
4. Per Diem Nurses;
5. Nurses with the fewest low census hours and who have not reached the maximum low census requirements set forth in Section 7.6.

7.6 Low Census Guarantee. The Hospital will guarantee a certain level of a nurse's FTE status (2,080 hours = 1.0 FTE) based upon the following:

1. 70% for nurses choosing to remain in their department rather than to be assigned or assist on another hospital unit or department.
2. 85% for nurses who are crossed trained or who are willing to assist and/or are willing to be assigned to other units or departments. If a nurse fails to satisfy the requirements for the 85% guarantee the nurse will revert to the 70% guarantee.
3. A low census worksheet will be posted each "Week 1" of a four (4) week rotation. This will result in thirteen (13) worksheets each year, matching the rotations. The 85% or 70% FTE guarantee will be calculated each regular rotation (e.g., guaranteed hours = [FTE x 160] x .85), and yield the same number of low census hours each time. Low census will be a standard entirely calculated on a nurse's FTE.

4. Nurses will have an opportunity to make their election annually during the month of December, and the choice will remain in effect until the next election. If a nurse fails to satisfy their commitments under the 85% guarantee the nurse will, absent compelling reasons to the contrary, revert to the 70% guarantee.

Any paid time off or unpaid leave of absence, including voluntary low census beyond the low census guarantee, shall count as hours worked. If a nurse reaches the maximum number of hours of low census during a given month, the nurse will be taken out of the low census rotation until all other nurses on that shift have reached the low census maximum that month. If all nurses on a given shift have reached their low census maximums or if the need for a particular skill precludes low censusing someone who has not reached the maximum, staff members who have reached their maximum may be assigned to cross-orient, perform direct patient care, or work on specified projects as determined by the Hospital. If the Hospital elects to lay off in lieu of incurring the cost of this low census guarantee, seven (7) days' layoff notice will be provided to the affected nurses.

7.7 Restructure. Restructure means the reallocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units resulting in a mandatory shift change, a mandatory unit change and/or a change in FTE status. Determinations regarding the staffing of units, including whether a restructure of a unit or units is advisable, are the exclusive right of the Hospital. Attempts will be made to accomplish a unit restructure through intra-unit transfers, to the extent possible.

7.8 Restructure Process.

7.8.1 In the event of a restructure the Hospital will determine and provide the number of FTEs by shift, seniority list, number of vacancies, qualification requirements, and proposed schedule grid to the Union and affected units ninety (90) days prior to implementing the proposed restructure. Within twenty (20) business days of providing such information, the Hospital will be available to meet with the Union and up to five (5) representatives from affected units to discuss the procedures to be utilized to accomplish the restructure.

7.8.2 The Hospital will post the following information on the unit(s) affected by the restructure for ten (10) business days: post-restructure FTEs by shift, seniority list, qualification requirements, and schedule grid. Nurses on the affected units will apply in writing by the order of preference for restructured positions on their unit. Upon conclusion of the bidding process, the new schedule will be posted according to Article 8.7 (Work Schedule).

7.8.3 Article 7.9, Layoff, will not apply for nurses who are offered and reject a comparable position as part of a restructure. For the purpose of this article, a comparable position is defined as a position with no change in shift (day, evening, or night), an FTE change of less than 0.2, and/or an FTE reduction that does not result in a loss of eligibility of medical coverage for the employee, the employee's spouse, or the employee's dependent(s).

7.9 Layoff. In the event of a layoff, the Hospital will send notice of impending layoff to all nurses and the Union 21 days prior to the implementation of the layoff. Qualified bargaining unit nurses will be utilized prior to per diem staff in all nursing areas of the Hospital in the event of a layoff unless the per diem nurse has a needed skill not held by the regular nurse. The Union and the Hospital shall meet five days from the notice of layoff to review the layoff order. For purposes of reduction in force, a nurse shall retain seniority accrued from date of hire as a nurse within the bargaining unit. The following order of layoff shall be followed by the Hospital subject to the qualifications set forth:

1. Per diem nurses (subject to the skill limitation discussed below);

2. Probationary nurses; and
3. Regularly scheduled nurses in reverse order of service by seniority.

Seniority shall be the determining factor for layoff and recall, providing that skill, competency and ability in a specific area are considered substantially equal. If a more senior nurse identified for layoff does not elect to take a position of a nurse on the Low Seniority Roster, then the former will be laid off and the latter will be retained to assure that all shifts and areas are covered adequately.

7.10 Low Seniority Roster. The Low Seniority Roster shall be a listing of the seven (7) least senior regular full-time or part-time nurses employed by the Hospital. The listing shall include unit, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff.

7.11 Orientation. A nurse identified for layoff will be considered eligible for a vacant position if, in the Employer's opinion, the nurse can become oriented to the position within four (4) weeks. If a nurse does not achieve a satisfactory level of performance in the opinion of the Employer based on established criteria (such as a competency checklist) within this four (4) week orientation period, the nurse will be subject to layoff without further notice unless further orientation is mutually agreed upon.

7.12 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competency and ability are considered substantially equal. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits and shall have previously accrued benefits and seniority restored.

7.13 Break in Seniority. Seniority shall be broken by the following:

1. Resignation (except as provided in Section 6.11);
2. Discharge;
3. Retirement;
4. Layoff of more than twenty-four (24) months;
5. Leave of absence of more than twenty-four (24) months;
6. Per diem status of more than twenty-four (24) months.

7.14 Seniority Roster. A seniority roster will be available in the Personnel Office and provided to the Union upon request.

7.15 Job Posting. Notice of regular job openings within the bargaining unit shall be posted by the Hospital on the Hospital's intranet system for seven (7) days electronically prior to filling such positions. Each job opening shall state job qualifications, specific duties to be performed, hours of work and FTE. Seniority shall be the determining factor in filling such vacancy provided qualifications, competence, efficiency and past performance (during the prior twelve [12] months) are considered to be equal in the opinion of the Hospital. The Hospital shall be the sole judge of the qualifications, competence, efficiency and past performance of its nurses, provided that such judgments are based on established criteria.

## ARTICLE 8 – HOURS OF WORK AND OVERTIME AND PREMIUM PAY

8.1 Work Day/Work Period. A normal work day shall consist of eight (8), ten (10), or twelve (12) hours of work to be completed within eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and



one-half (12 1/2) consecutive hours, respectively, with a thirty (30) minute unpaid meal period. The normal work period shall consist of up to forty (40) hours of work within a seven (7) day period.

8.2 Contractual and Statutory Overtime. All time worked in excess of the normal work day defined above or in a Department/Unit Addendum shall be considered contractual overtime. All time worked in excess of the normal work period as defined above shall be considered statutory overtime. The Hospital and the Union agree that both contractual and statutory overtime should be discouraged. The Hospital will make reasonable efforts to utilize volunteers, per diems, temporary nurses and agency nurses where practical prior to assigning overtime. Mandatory overtime shall be worked only in accordance with Washington State Law.

8.2.1 All statutory and contractual overtime must be authorized by the Hospital.

8.2.2 Statutory and contractual overtime will be paid to the nearest tenth of an hour.

8.2.3 Time paid for but not worked shall not count as time worked for the purpose of computing statutory (Article 8.4) or contractual (Article 8.3) overtime.

8.2.4 Hours paid at statutory and contractual overtime, or premium rates are hours worked or compensable hours for the purpose of computing step increments and fringe benefits.

8.2.5 There shall be no pyramiding or duplication of contractual overtime (8.3), statutory overtime (8.4), or any forms of premium pay, with the sole exception that the Hospital will pay holiday premium pay (12.1) to nurses that work on holidays listed in Article 12.1 (as observed per Article 12.3), and will also include those holiday hours worked in calculating statutory overtime due for the work week in which the holiday falls.

8.3 Contractual Overtime. Pay for time worked in excess of normal work day (as defined in 8.1) shall be paid at one and one-half times the nurse's base rate of pay except that time worked in excess of a ten- or twelve-hour shift shall be paid in accordance with Articles 8.3.1 and 8.3.2, respectively. All time worked in excess of twelve (12) hours, broken or unbroken within a twenty-four hour period, shall be paid for at double the nurse's base rate of pay except for twelve-hour shifts, which shall be paid in accordance with Article 8.3.2, ten hour shifts which shall be paid in accordance with Article 8.3.1, and designated flexible shifts. The twenty-four hour period shall commence at the beginning of the nurse's regularly scheduled shift and end twenty-four hours after it begins, e.g., 7:00 a.m. begins – period would end 7:00 a.m. the next day.

8.3.1 Nurses working a ten (10) hour shift schedule shall be paid at the premium rate of one and one-half (1½) times the base rate of pay, plus any applicable evening or night shift differential for the first hour (1) hour after the end of the ten (10) hour shift and at 1½ times the regular rate of pay for any overtime hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) consecutive hour beyond the end of the ten (10) hour shift, all hours after eleven (11) consecutive hours of work for that shift shall be paid at the premium rate of double time (2x) the base rate of pay.

8.3.2 Nurses working a twelve (12) hour shift schedule shall be paid at the premium rate of one and one-half (1½) times the base rate of pay, plus any applicable evening or night shift differential for the first hour (1) hour after the end of the twelve (12) hour shift and at 1½ times the regular rate of pay for any overtime hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) consecutive hour beyond the end of the twelve (12)

hour shift, all hours after thirteen (13) consecutive hours of work for that shift shall be paid at the premium rate of double time (2x) the base rate of pay.

8.4 Statutory Overtime. All time worked in excess of the 40-hour work week period will be paid at one-and-one-half times the regular rate of pay in accordance with federal and state law.

8.5 Shift Rotation. There shall be no rotation of shifts except by mutual agreement between the Hospital and the nurse.

8.6 Flexible Shifts.

8.6.1 Flex work schedules providing for other than eight (8), ten (10), or twelve (12) hours per day may be proposed by the nurse, the Hospital or the Union.

8.6.2 The flex shift schedule shall be in writing, identifying area, hours, and FTE of the schedule to be worked. This shall be given to the Union for review and comment prior to posting.

8.6.3 The normal work period for a flex shift shall be forty (40) hours per week. A nurse shall be paid at the premium rate of time and one-half (1½) the base rate of pay for all hours worked over the proposed daily shift and at time and one-half (1½) the regular rate of pay over forty (40) hours per week.

8.6.4 If the needs of the organization change, a flex schedule may be discontinued by the Hospital with the nurse being returned to his/her original shift with thirty (30) days' notice. The Hospital will make a good faith effort to maintain the nurse's FTE or, if not possible, to minimize the change in the FTE if the flexible shift is eliminated, unless a reduced or increased FTE is requested by the nurse as a result of this schedule change.

8.7 Work Schedule. Nurse requests for special scheduling consideration must be received by the first (1<sup>st</sup>) day of the preceding month to be considered. A preliminary monthly work schedule will be posted by the 20<sup>th</sup> two months prior to the month being scheduled (e.g., the preliminary schedule for September would be posted by July 20<sup>th</sup>). The Hospital shall determine and post the final monthly work schedules by the 1<sup>st</sup> day of the month prior to the month being scheduled. Work schedules that have been posted may only be changed by mutual agreement of the Hospital and the nurse, with the exception of low census. In the event of low census, the Hospital shall attempt to notify scheduled day shift nurses before 9:00 p.m. in order to avoid unnecessary morning wake-up calls. In any event, the Hospital shall notify scheduled nurses of low census or other schedule changes no later than as follows:

1. Day Shift: 1½ hours prior to shift start time.
2. Evening Shift: 2 hours prior to shift start time.
3. Night Shift: 2 hours prior to shift start time.

8.7.1 When the preliminary schedule is posted a sign-up sheet for open shifts will also be posted. When filling open shifts, the following process will be used:

1. Beginning the 20<sup>th</sup> of each month, the Hospital will call for volunteers for schedule adjustment to maintain target staffing for that month.
2. If target staffing remains unmet, then open shifts will be filled from the voluntary sign-up sheet (may not be at overtime).

3. If after steps 1 & 2 there are still unmet target staffing needs, the Hospital may change a nurse's assigned day of the week for that schedule that will be posted on the first day of the month prior to the month being scheduled.

8.7.2 If the nurse is unavailable for telephone messages in the half-hour before the notifications in the above schedule, she/he is responsible to call the Hospital. The Hospital will verify employment status for the scheduled shift at that time. When the Hospital has attempted to reach the nurse at home in accordance with the above time parameters prior to the shift start time to advise the nurse not to report for work, such attempt shall constitute receipt of notice not to report for work and Section 8.10 shall not apply. Except as otherwise provided herein, nurses shall not be paid for time not worked.

8.7.3 If unable to report for work, nurses will make a good faith effort to notify the Hospital two (2) hours prior to the beginning of the day shift, two and one-half (2 1/2) hours prior to the beginning of the evening shift, and three (3) hours prior to the beginning of the night shift.

8.8 Additional Hours. When additional scheduled nursing hours are available as determined by the Hospital, these hours will be offered to bargaining unit staff between the 5th day and 9th day of the previous month, prior to being offered to agency, traveler, or per diem nurses except that the Hospital reserves the right to deny a shift request if it would result in overtime. The additional hours shall, at the Hospital's discretion, be identified as regular shifts or "bonus" shifts. When a day or evening shift nurse signs up for a "bonus" shift(s) during this time interval, the nurse will receive a bonus of one hundred dollars (\$100) for each bonus shift. Any day or evening shift nurse who works the bonus shift over and above the nurse's FTE will forfeit the bonus and will receive time and one-half (1 1/2) the nurse's base rate of pay for all time worked on this extra shift. Night shift nurses shall receive a bonus of one hundred fifty dollars (\$150) for each bonus shift they sign up for. If the bonus shift is worked by the night shift nurse, the bonus will be forfeited and the night shift nurse shall receive time and one-half (1 1/2) the nurse's base rate of pay for all time worked on this extra shift. After the 9th day of the month, these hours will also be available to per diem staff. Once per diem nurses have been slotted onto the schedule, regular staff will not have preference for those scheduled hours. If the bargaining unit nurse is called off, the scheduled hours will be credited toward low census for benefit accrual.

8.9 Days Off. Each registered nurse shall be entitled to two (2) full days off within a seven (7) day period, or four (4) full days off within a fourteen (14) day period. Such nurse shall not be expected to be on call on these days except in the Surgical Services.

8.9.1 Scheduled Days Off. Full-time and part-time nurses called in to work on a scheduled day off with less than 24 hours' notice will be paid at one and one-half (1 1/2) times their base rate of pay for all hours worked with a minimum of three (3) hours of work or pay.

8.10 Report Pay. Nurses who report for work as scheduled and are released from duty by the Hospital shall receive a minimum of four (4) hours of work or four (4) hours of pay at the nurse's base rate of pay. It shall be the responsibility of each nurse to notify the Hospital of her/his current address and telephone number. Failure to do so shall excuse the Hospital from these minimum pay requirements. When the Hospital has attempted to reach the nurse at home as provided for in Section 8.7 prior to the shift start time to advise the nurse not to report for work, such attempt shall constitute receipt of notice not to report for work and this section shall not apply.

8.11 Meeting. Nurses who are required by the Director to attend a departmental/unit meeting at a certain time during their scheduled day off shall receive a minimum of two hours of pay at the nurse's base rate of pay. Except as otherwise provided herein, nurses shall not be paid for time not worked.

8.12 Meal/Rest Period. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092) or as designated in writing with the Union for individual units. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required by supervision to work during this meal period shall be compensated for such time at one and one-half (1½) times the base rate of pay. All nurses shall receive two (2) paid rest periods of 15 minutes each during each shift of eight (8) hours or more in duration, except that employees with a work day of twelve (12) hours or more shall receive fifteen (15) minutes of rest for every four (4) hours of work. There shall be no retaliation for recording missed breaks.

8.13 Weekend Work. Nurses shall not be required to work more than two (2) weekends out of any four (4) consecutive weekends. Nurses who work more than two (2) weekends out of four (4) will be compensated for all hours worked during the excess weekend shifts at one and one-half (1 1/2) times their base rate of pay. Weekend work shall be defined as any work between 2300 Friday (beginning night shift) to 2330 Sunday (end of evening shift Sunday). This section shall not apply to nurses who volunteer to work more frequent weekend duty.

8.13.1 For purposes of this section, a nurse who is on standby duty or low census on a weekend shall be considered to have worked that weekend, but additional premium pay shall not be due because the nurse is already receiving premium pay for standby and call back. However, the standby may result in premium pay being due for a subsequent consecutive weekend.

8.13.2 If a nurse receives premium pay for working a third weekend out of four, that weekend shall not be considered a weekend worked for purposes of determining whether premium pay is appropriate for work performed on subsequent weekends; i.e., work performed on a fourth consecutive weekend should be compensated at the base rate of pay. This section shall not apply to nurses who voluntarily agree to work more frequent weekend duty. Such waiver should be reduced to writing.

8.14 Seventh Consecutive Day. The Hospital shall exercise its best efforts to attempt to avoid requiring nurses to work seven (7) consecutive days. Nurses required to work on the seventh consecutive day or more shall be paid premium pay of one and one-half (1 1/2) times their base rate of pay until they have a day off from work. Any deviation from this should comply with Article 8.6 (Flexible Shifts).

ARTICLE 9 – COMPENSATION

9.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule. The 2016 increase will be effected the first full pay period after ratification and yearly increases will be in effect the first full pay period after January 1, 2017 and January 1, 2018.

<b>STEPS</b>	<b>2016</b>	<b>Jan-17</b>	<b>Jan-18</b>
<b>RESIDENT</b>	28.25	28.89	29.54
Step 1	29.11	29.76	30.43
Step 2	30.00	30.68	31.37
Step 3	30.88	31.57	32.28

<b>STEPS</b>	<b>2016</b>	<b>Jan-17</b>	<b>Jan-18</b>
Step 4	31.58	32.29	33.02
Step 5	32.26	32.99	33.73
Step 6	32.97	33.71	34.47
Step 7	33.70	34.46	35.24
Step 8	34.44	35.21	36.00
Step 9	35.19	35.98	36.79
Step 10	35.98	36.79	37.62
Step 11	36.75	37.58	38.43
Step 12	37.57	38.42	39.28
Step 13	38.39	39.25	40.13
Step 14	39.23	40.11	41.01
Step 15	40.11	41.01	41.93
Step 16	40.98	41.90	42.84
Step 17	41.89	42.83	43.79
Step 18	42.80	43.76	44.74
Step 19	43.75	44.73	45.74
Step 20	44.71	45.72	46.75
Step 21	45.70	46.73	47.78
Step 22	46.70	47.75	48.82
Step 23	47.74	48.81	49.91
Step 24	48.78	49.88	51.00
Step 25	49.86	50.98	52.13
Step 28	50.95	52.10	53.27
Step 30	52.09	53.26	54.46
Step 32	53.26	54.46	55.69

Hospital Case Manager/Utilization Review, Lead RN - \$4.30 will be added to that wage rate specified at each step on the RN wage scale for nurses in these positions.

9.1.1 Step Increases. Nurses shall move from one step on the wage schedule to the next higher step after 1664 regular, overtime, premium, callback and low census hours, or twelve (12) months, whichever comes last. In no event shall a nurse receive such a step increase more often than once with a twelve (12) month period.

9.2 Compensation, Effective Dates. All increases in compensation set forth in this Agreement (including wage rates and longevity steps, premiums and differentials) shall become effective the first full payroll period on or after the date(s) designated.

9.3 Recognition for Past Experience. If a new nurse is hired above the pay step of any current nurse in that unit with the same skills/certifications based on Hospital criteria and with the same or greater years of continuous recent experience as a registered nurse experience the current nurse will be brought up to the new nurse's pay step (longevity step).

9.4 Benefit Accrual. PTO, medical trust contributions and credit for step increases will accrue on all base, premium and overtime hours, up to a maximum of 2080 hours in a calendar year.

#### ARTICLE 10 – OTHER COMPENSATION

10.1 Shift Differential. Nurses who work the evening shift (3:00 p.m. -- 11:30 p.m.) shall be paid a shift differential of three dollars (\$3.00) per hour. Nurses employed as of February 3, 2011 and who were either regularly scheduled to work the night shift (11:00 p.m. – 7:30 a.m.), assigned to, or volunteer to work the night shifts, shall be paid a shift differential of eight dollars (\$8.00) an hour. Nurses who accept a night shift position after February 3, 2011 who are regularly scheduled to work the night shift, are assigned, or volunteer to work the night shift shall be paid a shift differential of four dollars and seventy-five cents (\$4.75) an hour.

10.1.1 Eligibility for Payment. Shift differential shall be paid to a nurse who works at least two (2) hours during a given evening or night shift. Nurses working the day shift (defined by the department) shall not be eligible for shift differential except if they work at least two hours immediately before or after their designated day shift into an evening or night shift. For nurses working a callback shift, the differential shall be paid for the actual hour(s) worked on the evening or night shift without regard to the two (2) hour minimum.

10.2 On-Call/Standby Pay. Nurses placed on on-call/standby status shall be compensated at the rate of four dollars (\$4) per hour. Nurses on on-call/standby status shall have access to signal or paging devices. All full-time and part-time nurses in Surgical Services and Home Health and Hospice shall be provided with individually assigned pagers or cell phones.

10.3 Call-in Pay. A nurse who is called in to work when scheduled on call or placed on standby (other than if placed on Low Census Standby, which is governed by Article 7.4) shall be paid at one and one-half (1 1/2) times the nurse's base rate of pay. Callback pay shall be paid in addition to call-in pay. When called in, the nurse shall receive time and one-half (1 1/2) pay for a minimum of three (3) hours.

10.4 Weekend Premium. Any nurse who works on a weekend shift shall receive four dollars (\$4.00) per hour as a weekend premium added to the nurse's base rate of pay for each hour worked on the weekend.

10.5 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues to work during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at the rate of one and one-half (1 1/2) times the nurse's base hourly rate of pay. If over four (4) hours of advance are worked, the remaining hours shall be paid at double-time (2x) the base rate of pay. Scheduled hours will be paid at the base rate of pay.

10.6 Certification. Nurses certified in a specialty area by a national organization or by an organization approved by the Hospital and working in the area of certification shall be paid a premium of one dollar

provided that the particular certification has been approved by the Hospital and the nurse continues to meet all educational and other requirements for keeping the certification current and in good standing. Certification pay shall not be reduced because of a daily assignment by the Hospital to another unit or department out of the certification area. If a Nurse meets these requirements, the nurse will receive premium pay for a total of two specialty certifications. Any nurse who has a Bachelor of Science in Nursing shall receive an additional one dollar per hour.

Certifications shall become effective with the presentation to Human Resources of a certifying agency official certification or card. The official certification or card must include certification number and the expiration date.

10.7 Break Between Shifts. Nurses working eight (8) hour shifts that are required to work shifts which result in less than eleven and one-half (11 1/2) hours off between shifts shall receive premium pay of one and one-half (1 1/2) times the base rate of pay for the next shift. Nurses working ten (10) or twelve (12) hour shifts that are required to work shifts which result in less than ten and one-half (10 1/2) hours off between shifts shall receive premium pay of one and one-half (1 1/2) times the base rate of pay for the next shift. This section shall not apply to voluntary staff/committee meeting, call back situations or to those nurses who (in writing) voluntarily agree to work or trade shifts which may result in less than the break between shifts discussed above.

10.8 Charge Pay. Charge premium will be paid for hours worked as a Charge at the rate of two dollars and twenty-five cents (\$2.25) per hour.

10.9 Preceptor Pay. Any nurse who is assigned as a preceptor by the Hospital shall be paid a premium of one dollar (\$1) per hour for hours worked as a preceptor.

10.10 Mileage. Mileage will be paid for work-related travel or mandated educational travel at the current IRS established rate. Any changes in the IRS rate shall be effective the first of the month following official publication of the new rate.

10.11 Variable Shift Nurse Assignment. Variable shift nurse is defined as a nurse hired into or assigned by the Hospital who has no set rotation or shift within that unit. Variable shift nurses shall receive a premium of two dollars (\$2.00) an hour for hours worked as a variable shift nurse.

#### ARTICLE 11 – PAID TIME OFF

11.1 Accrual Schedule. Sick leave, vacation and holiday benefits have been consolidated into a Paid Time Off (PTO) program. Full-time nurses and part-time nurses shall accrue PTO benefits based upon paid hours of work (including overtime and other premium hours up to a total maximum of 2080 hours each year) in accordance with the following schedule:

<u>Upon Completion of:</u>	<u>Leave Earned</u> <u>(assuming 2080 or</u> <u>more paid hours</u> <u>each year)</u>
1 year	25 days
2 years	26 days
3 years	27 days
4 years	28 days
5 years	30 days

6 years	31 days
7 years	32 days
8 years	33 days
9 years	34 days
10 years	35 days
11 years	36 days
12 years	37 days
13 years	38 days
14 years	38 days
15 years	38 days
16 years	39 days
17 years	40 days
18 years	40 days
19 years	40 days
20 years	41 days
21 years	41 days
22 years	41 days
23 years	42 days

11.1.1 During the first year of employment, the nurse will accrue PTO at the rate of one and one-half (1 1/2) days per month (.0692 per hour). Upon completion of the first 2080 hours of employment, an additional seven (7) days will be credited to the nurse's PTO account. Thereafter, nurses will accrue leave on hours worked according to the schedule above.

11.2 Maximum PTO Accrual. PTO accumulated in the course of one (1) year of employment should be used before completing a subsequent year of employment. The PTO ceiling is four hundred and eighty (480) hours and PTO does not accrue beyond that ceiling. When that ceiling is reached a nurse may take vacation to remain below the 480 hour ceiling.

11.3 Use of PTO. PTO shall begin accruing the first day of employment. During the first ninety (90) days of employment, a nurse is not eligible to take PTO. Upon satisfactory completion of the ninety (90) days of employment, a nurse shall be eligible to take any PTO which has accrued. PTO will be used for time off for vacations, holiday, sick leave and family illness (as defined under the most current state or federal law), or a bona fide leave of absence unless the employee requests unpaid personal leave hours. PTO used for these reasons shall be paid out at the nurse's base rate of pay plus shift differential and for this section only the shift differential for all night shift nurses shall be four dollars and seventy-five cents (\$4.75) an hour.

11.3.1 Scheduling. The Employer shall retain the right to determine policies of scheduling annual leave. Employees shall present written requests of Paid Time Off by the first (1st) of each month with approval or denial provided by the twentieth (20<sup>th</sup>) of the same month. Requests for scheduling annual leave can be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted (in hard copy and/or online format as determined by the Hospital ) on the twentieth (20<sup>th</sup>) of each month. In case of conflicting requests by employees for annual leave or limitations imposed by the Employer, seniority shall prevail in assigning annual leave. Once annual leave is approved it cannot be bumped by subsequent requests of nurses with more seniority. Paid Time Off leave requested during holiday periods (Christmas, Thanksgiving, New Year's) shall be assigned on a rotational basis. Within any single request nurses shall not be permitted to take more than ten scheduled work days for part time (less than .9 FTE) and fifteen scheduled work days for full time (.9 and 1.0 FTE) without the written approval of the Director/designee.



11.3.2 PTO Cash Out. PTO will be cashed out at the employee's base rate of pay as follows. To be eligible for PTO cash-out employees must maintain a minimum of 200 PTO hours after cash-out. Employees will be afforded the opportunity to request cash-out of up to 120 hours of PTO per calendar year provided they have PTO balance of 200 hours as follows:

Election Date	Allowed Cash-Out	Allowed Pay Period for Cash Out	Required Remaining Balance
Dec 1 – Dec 31	up to 60 hours	1 <sup>st</sup> Pay Date in May	200 PTO hrs. after cash-out
Dec 1 – Dec 31	up to 60 hours	1 <sup>st</sup> Pay Date in Nov	200 PTO hrs. after cash-out

- a) The cash out election is irrevocable. A request for voluntary cash out of PTO must be made through the Payroll Department. The employee must designate the number of hours he or she wishes to cash out and the paycheck on which the payment should be received. The hours will be cashed-out at the employee's base rate of pay in effect at the time of cash-out.
- b) Hours cashed out on the payment date will be the lesser of the amount of all hours requested (up to 40 hours) or the amount of PTO time remaining unused over the 200-hour minimum requirement.
- c) PTO not cashed out as above may only be used for leave purposes during employment as designated by the Labor Agreement.
- d) Exception to the above: In the event of an "unforeseeable emergency" as defined by the Internal Revenue Code and its regulations accrued PTO may be cashed out to meet these emergency expenses.

11.3.3 PTO Deferral to 457 Retirement Plan. In accordance with the Plan's calendar year deferral limitations, nurses may defer from accrued PTO as follows:

Election Date	Time of Deferral	Allowed Amount	Required PTO Balance at Time of Deferral
Dec 1 – Dec. 31	1 <sup>st</sup> Pay Date in February	20 to 50 Hours	400 hours

11.4 Use of Accrued Sick Leave. Nurses who have accrued sick leave under the Hospital's former sick leave policy shall retain all of those accrued hours in a reserve bank to be used for significant injuries or illnesses. Any such accrued sick leave shall be converted into a cash fund to supplement the disability pay under the Sound Health and Wellness Trust ("Plan") by multiplying the number of hours in each nurse's account by that nurse's base rate of pay as of December 31, 1985.

11.4.1 Coordination with Plan Benefits. If a nurse suffers an injury or illness covered by the Plan, the nurse will receive disability pay under the terms of the Plan. If the nurse also has accrued sick leave, she/he will receive supplementary pay from the sick leave cash fund, up to the nurse's base rate of pay, so long as the nurse has a positive balance in the sick leave cash fund.

11.5 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all PTO earned but unused. PTO will be paid at the nurse's base rate of pay at the time of termination. This provision shall not apply to those nurses who terminate

their employment without giving the required twenty-one (21) days' prior written notice, unless otherwise approved by the Hospital.

11.6 Transfer of Benefits. Nurses shall be allowed to transfer one (1) day of PTO (at the base rate of the nurse transferring pay) to another nurse of the Hospital at the nurse's discretion. This transfer request should be in writing to payroll five (5) days in advance of the transfer occurring.

## ARTICLE 12 – HOLIDAYS

12.1 Holiday Pay. Any nurse required to work on a holiday listed below shall be paid one and one-half (1 1/2) times the nurse's base rate of pay. Premium pay day hours worked shall count as time worked in computing overtime hours in the work period. Upon request, the nurse may receive additional pay from the nurse's PTO account for the holiday. These holidays shall be New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holiday work assignments shall be equitably rotated among nurses. Such rotation shall take precedence over vacation selection by seniority.

12.2 Holiday Not Worked. If a holiday falls on a nurse's regularly scheduled day off, said nurse shall receive base rate holiday pay from their PTO accrual for the holiday or, if desired, comparable hours will be kept in the nurse's PTO bank.

12.3 Dates for Observance. Dates for observance of a holiday will be determined by the Hospital.

12.3.1 Holiday pay shall be due only those nurses on each shift who work a majority of hours on the designated calendar date for the holiday. For example, a nurse who begins the night (third) shift at 11:00 p.m. on December 24th will be paid holiday pay, but a nurse who begins the night shift at 11:00 p.m. on December 25th does not qualify for holiday pay.

12.4 Personal Leave Hours. Nurses may request up to forty (40) hours (for a 1.0 FTE, reduced pro-rata for nurses with lower FTEs) of unpaid leave per rolling twelve (12) month period. This time must be scheduled in advance and will be granted, if possible, after PTO time has been approved for other nurses. All time off must be approved in advance, shall not adversely affect the staffing of the Hospital, and must be in accordance with the contractual provisions providing for paid leave (PTO), personal leave days or an approved leave of absence.

## ARTICLE 13 – LEAVES OF ABSENCE

13.1 Leaves Without Pay - General Terms. A nurse may apply for a leave of absence without pay. Consistent with present practice, the Hospital will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration. A major consideration in granting or denying a requested leave of absence will be the ability of the Hospital to provide coverage without extra cost in either supervisory time or premium pay time. All requests for leave of absence shall be in writing as far in advance as possible, stating the reason(s) for the leave and the amount of time requested. Leaves of absence cannot be less than one full shift in duration, and will be granted, if possible, after PTO time has been approved for other nurses. A written reply granting or denying the request shall be provided by the Hospital within thirty (30) days. After one (1) year of employment, leaves may be granted based on one month's leave for each month of employment, up to a maximum leave of 24 months for nurses who have worked two (2) years or more.

13.1.1 Termination. A nurse who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If a nurse takes

employment elsewhere during the leave without prior approval of the Hospital, the nurse shall be considered terminated.

13.1.2 Benefits. A nurse on a leave of absence without pay will not continue to accrue benefits during that leave unless otherwise noted herein, but there shall be no loss of previously accrued benefits if the nurse returns to work at the end of the allowed leave.

13.1.3 Leave without pay for a period of six (6) weeks or less within an anniversary year shall not alter a nurse's anniversary date of employment. Leave without pay for a period in excess of six (6) weeks within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave. No benefits shall accrue during such leave unless specifically agreed to by the Hospital.

13.1.4 Return to Work. If a leave of absence does not exceed six (6) weeks, the nurse will be entitled to return to her/his former job, provided the nurse returns at the end of the scheduled leave. If a leave exceeds six weeks, the Hospital does not guarantee that the nurse can return to her/his former position, but the nurse will be considered for the first available similar position without loss of accrued benefits, provided the nurse returns to work on or before the scheduled expiration of the leave; it is understood that this general clause does not change the terms of more specific return to work provisions in this Article.

13.2 Family Leave. Pursuant to the federal Family and Medical Leave Act, as amended and the Washington State Family Leave Act as amended, eligible employees will be granted family/medical leave for up to twelve (12) weeks during a twelve (12) month rolling backward period as provided by law:

- (a) to care for a newborn, newly adopted or newly placed foster child; or
- (b) to care for the serious health condition of one's child, spouse, or parent; or
- (c) to care for one's own serious health condition that makes the employee unable to perform the employee's job.

The Hospital shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave in accordance with the law. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave in accordance with federal and state law.

The Hospital may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Use of paid leave time will be in accordance with the terms of the Washington State Family Care Act as amended. In addition, the employee is entitled access to other paid leave state funds provided for family leave under applicable Washington State law.

13.2.1 Dependent Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to a nurse to care for a dependent child who resides with the nurse for conditions other than those set forth in Section 13.2 or for a dependent parent of the nurse. A nurse on Dependent Care Leave not exceeding six (6) weeks shall be entitled to return to his or her prior position. Thereafter, the nurse shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one (1) year.

13.3 Medical Leave. Upon satisfactory completion of the probationary period, leave without pay shall be granted for medical reasons (including pregnancy and related conditions) upon the request of a nurse supported by the recommendation of a physician, for a period of up to six (6) months during any one twelve (12) month period. Nurses may return to their former position from a medical or maternity leave

of no more than six months, provided they return to work on or before the scheduled expiration of the leave. The Hospital may require a medical release from a physician prior to allowing the nurse to return to work. When supported by proper medical certification, a request for extension of the original leave shall be granted if it is submitted to the Hospital before the original leave expires; nurses who request an extension beyond six months may not be guaranteed a return to their former position, but shall be offered the first available position for which the nurse is qualified. The nurse shall use any previously accrued PTO in excess of eighty (80) hours during this leave. In no event shall the total time away from work exceed six months without express Hospital approval for other than Hospital work-related injuries.

13.4 Time Off for Family Illness. Upon completion of the probationary period, PTO shall be paid at the base rate of pay when nurses request time off because of illness or injury of a dependent child, spouse, spousal equivalent or parent.

13.5 Educational Leave. After one year of continuous employment, permission may be granted for a leave of absence of up to two (2) years without pay for job-related study approved by the Hospital.

13.5.1 Educational Hours. After six (6) months of continuous employment full-time nurses may request up to 24 hours of paid educational/professional leave per calendar year. Part-time nurses may request up to 24 hours per calendar year pro rated based on permanent FTE, with a minimum level of sixteen (16) hours. Nurses who are able to function as primary in more than two (2) areas may request an additional eight (8) hours per calendar year. (OB, ICU, ACU, ER, Surgical Services, Medical Short Stay, and Community Health Services will be considered separate areas for purposes of this section.) Educational hours shall be defined as those utilized for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care. Paid educational leave may be used on an hourly basis which shall be paid at the nurses' base rate of pay. All educational leave shall be subject to budgetary considerations, Hospital needs, scheduling requirements and approval by the Area Clinical Director of the subject matter. Professional leave may be used by nurses to attend conventions and workshops of professional nursing associations providing the number of nurses who wish to attend does not jeopardize provision of health care services.

13.5.2 Hospital Requests. If the Hospital requests a nurse to attend an outside workshop or institute, the nurse's base rate of pay tuition and reasonable expenses shall be paid by the Hospital.

13.6 Bereavement Leave. Nurses shall be allowed up to three (3) working days off with pay at the nurse's base rate of pay in case of a death in the immediate family. Additional unpaid leave time or paid PTO time may be requested. The immediate family shall be defined as spouse, spousal equivalent, child, parent, brother, sister, grandparents or grandchildren, parents in-law, parents of spousal equivalents, as well as significant others living in the same household with the nurse.

13.7 Military Leave. Leaves without pay for military duty shall be granted in accordance with applicable law.

13.8 Jury/Witness Duty. A nurse who is called upon to serve on jury duty on a regularly scheduled working day, or who is called to be a witness on behalf of the Hospital in any judicial proceeding, shall be compensated by the Hospital at the nurse's base rate for the difference between jury duty or witness pay and the base rate of pay (pro rata for part-time nurses). Any travel pay shall not be included in these calculations, and may be retained by the nurse. Such pay is subject to verification of actual jury duty service from the clerk of the court; if nurses are released from jury service or witness duty prior to the end

of their scheduled work shift, they must immediately contact the appropriate supervisor to determine whether they should report for duty at the Hospital.

13.9 Union Leave. A nurse may request one unpaid leave of up to two (2) years for official Union work. This time will be uncompensated, but the nurse maintains seniority and benefit accrual rate. The Hospital will not hold the nurse's position beyond thirty (30) days, but the nurse will be eligible for the first available position upon return.

13.10 The Hospital agrees to allow designated Union Shop Stewards up to two days of unpaid leave per calendar year for the purpose of receiving Shop Steward Training provided and performed by the Union. The nurse shop steward may choose to use PTO for both or either of these two days. The training will be one full day at a time. The nurse shop steward must submit a written request for leave at least thirty days in advance.

#### ARTICLE 14 – BENEFIT PLANS

14.1 Benefit Plans. The Hospital and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Hospital accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

14.1.2 Adoption of Health and Welfare Labor Agreement. The Hospital and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

14.1.3 The Hospital is a party to this Agreement and shall continue to pay on a per compensable hour basis (only to a maximum of one hundred and seventy-three (173) compensable hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 6, 2007. The details of the benefit programs including a description of exact benefits to be provided and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustee of the Sound Health and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health and Wellness Trust, and may be subsequently amended.

14.1.4 The term "compensable hour" is defined as including all hours actually worked, PTO hours, and any other paid time off.

14.1.5 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

14.1.6 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Hospital's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

14.1.7 The Hospital upon written notice to the Union may reopen all sections of Article 14.1 for negotiation if the Trust determines that the Hospital has not made proper contributions to the Trust during this or any previous Agreement between the Hospital and Union regarding this bargaining unit.

14.1.8 The Union shall furnish the Hospital with a complete description of Sound Health and Wellness Trust benefits, rules regarding eligibility, the Trust Agreement upon request by the Hospital and whenever any of the above-referenced documents are amended by the Board of Trustees or by the Administrators of the Trust Fund.

14.1.9 Nurses who are unable to meet the insurance eligibility requirements have the following options to maintain coverage: (1) Use Paid Time Off (PTO) or (2) Pick up extra shifts or hours or (3) Self pay the insurance premium to the Trust that month.

14.1.10 Co-payments and Deductibles. The Hospital will pay co-pays and deductibles for services obtained from Jefferson Healthcare Hospital and Clinics for the life of this Agreement.

14.1.11 Hospital and Nurse Contributions. During the term of this Agreement all Hospital nurses covered by the Trust shall be treated equally for cost share purposes. Upon commencement of Open Enrollment each fall and no later than the end of the first week in November, the Hospital will distribute to each nurse a listing for the next year of the employee bi-weekly contribution amounts based on the level of coverage. If during the calendar year the Trust increases or decreases contribution rates the Hospital will distribute a revised listing of nurse bi-weekly contribution amounts based on level of coverage.

14.1.12 Hospital and Nurses shall split the cost of health and welfare benefits ("Medical Benefits") on the basis of 80% paid by the Hospital and 20% paid by each employee for the level of coverage (employee; employee child; employee spouse; employee family) the employee elects.

## 14.2. Retirement Plan.

14.2.1 The Hospital and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Health and Wellness Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto including the provisions of Addendum E "Pension Protection Act", and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Hospital accepts the Hospital Trustee members of the Board of Trustees, and their duly appointed successors, as its

representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.

14.2.2 All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee.

14.2.3 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

14.2.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

14.2.5 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health and Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Hospital's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

14.2.6 Upon ratification of this Agreement, the Hospital will divert from the nurse's wage rate into the Sound Health and Wellness Trust, inclusive of trust fund deficit reduction, fifty cents (\$.50) per hour plus any additional supplemental contribution or surcharge amount on all compensable hours, excluding standby hours, up to 173 hours per calendar month per employee as provided for in Addendum E or by the Trust during the terms of this Agreement.

14.2.7 The Union shall furnish the Hospital with a complete description of Sound Health and Wellness Trust benefits, rules regarding eligibility, and Trust Agreement upon request by the Hospital and whenever any of the above-referenced documents are amended by the Board of Trustees or by the Administrators of the Trust Fund.

14.2.8 The Hospital upon written notice to the Union may reopen all sections of Article 14.2 for negotiation if the Trust determines that the Hospital has not made proper contributions to the Trust during this or any previous Agreement between the Hospital and Union regarding this bargaining unit.

14.3 Workers Compensation. Workers Compensation insurance shall be provided by the Hospital as authorized under state law. PTO may be used to supplement Workers Compensation pay.

14.4 Unemployment Compensation. During the term of this Agreement, unemployment compensation shall be provided by the Hospital under the terms established by state law.

14.5 Liability Insurance. The Hospital shall continue to provide professional liability insurance covering Hospital nurses for activities within the scope of their work at no cost to the nurses.

## ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as any alleged breach by the Hospital of any express term of this Agreement. If a grievance arises, it shall be submitted to the procedure set forth below. It is the desire of the parties to this Agreement that issues be adjusted informally with the nurse's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

15.2 Time Limits. In order to be a valid grievance, the grievance must be submitted in writing at the first applicable step within ten (10) calendar days from when the nurse or Union was aware or reasonably should have been aware that a grievance existed. All other grievances are deemed waived by the aggrieved party. The time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto.

15.3 Step 1 - Nurse and Immediate Supervisor. If a nurse has a grievance, the nurse and the unit/union representative shall first put the grievance in writing and discuss it with her/his immediate supervisor within ten (10) calendar days of becoming aware of a grievable matter. A bargaining unit officer may be present at this step one meeting if requested by the nurse. The written grievance shall contain a description of the alleged problem, the date it occurred, the provision in the Agreement allegedly violated, and the corrective action the grievant is requesting. A response in writing will be given within ten (10) days of the meeting by the immediate supervisor.

15.4 Step 2 - Nurse and Nursing Administrator. If the matter cannot be resolved at Step 1, the nurse and the Union shall identify the issues unresolved and submit the grievance to the Nursing Administrator within ten (10) calendar days of the decision in Step 1. A conference between the nurse and unit or Union Representative, if requested by the nurse, and the Nursing Administrator shall then be held at a mutually agreeable time. The Nursing Administrator will endeavor to resolve the grievance and shall respond in writing within ten (10) calendar days of meeting with the grievant.

15.5 Step 3 - Nurse and Administrator. If the nurse and the Union are not satisfied with the reply in Step 2, the nurse and Union may, within ten (10) calendar days of the decision, refer any unresolved issues in writing to the Administrator. A conference between the nurse, a Union Representative, and the Administrator shall then be held at a mutually agreeable time. The Administrator or a designee will endeavor to resolve the grievance and shall respond in writing within ten (10) calendar days of the meeting with the grievant.

15.6 Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union must submit the issue in writing to arbitration within ten (10) calendar days after the decision of the Administrator in Step 3. After notification that the dispute is submitted for arbitration, the Hospital and the Union may attempt to agree on an arbitrator. If no arbitrator is agreed upon the Hospital and the Union shall choose an Arbitrator from the following list by striking names from the list until one name is left. A toss of the coin will choose who goes first. If the chosen Arbitrator is not available to schedule the arbitration within 45 days or as mutually agreed upon the parties will choose again in the same manner from the list.

Shelly Shapiro  
Thomas F. Levack  
William F. Reeves  
Janet Gaunt  
Alan R. Krebs  
Eric Lindauer  
Timothy Williams



The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds the Hospital was not limited by this Agreement from taking the action grieved, she/he shall have no authority to limit the Hospital's action and shall not substitute her/his judgment for the Hospital's so long as that judgment was reasonably exercised. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred by mutual consent 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 or the other party's attorneys' fees.

#### ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee, consisting of up to four nurses selected by the bargaining unit and the Union Representative (if available) and up to four members of management, one of whom will be the Chief Human Resources Officer/designee, shall meet no more frequently than quarterly or as mutually agreed to consider patient care practices, employee relations and other areas of mutual concern. This Committee shall be advisory only. Up to two hours per nurse shall be paid by the Hospital for each meeting attended. Nurses are responsible to arrange their schedule so that they are off duty. There will be Co-Chairs, one from management and one from the Union, and the agenda will be jointly developed by the Co-Chairs for that particular meeting.

#### ARTICLE 17 – GENERAL PROVISIONS

17.1 The parties acknowledge that during the negotiations that resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the results and exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the Hospital and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or discussed during the negotiations which resulted in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

17.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Furthermore, unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital. The Hospital will communicate any changes to benefits to the Union and nurse.

17.3 Unilateral Increases. Nothing contained herein shall prohibit the Hospital, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein; provided, however, that the Hospital shall notify and offer to meet and confer with the Union as to such increases prior to their implementation.

17.4 Effect of Invalidity. This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision(s) become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any

provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

17.5 Disasters. The Hospital shall be relieved of any and all obligations hereunder relating to scheduling, lunch and rest periods, job posting, shift changes and transfers in the event of and during the term of a disaster or catastrophe, such as, but not limited to, fire, flood, explosion, power failure, earthquake, or other act outside the control of the Hospital and causing disruption to the Hospital's normal operations.

17.6 No Strike. The parties to this Agreement realize that the Hospital provides special and essential services to the community and that for this and other humanitarian reasons, including requirements of State law, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement there shall be no strikes of any kind, including any sympathy strikes, work stoppages, walkouts, slowdowns, picketing, handbilling, boycotts or any other activity that interrupts or impedes work, or the delivery of patients, goods or services to the Hospital. No officers or representatives of the Union shall authorize, instigate, aid or condone any such activity. In the event of any such activity referred to above, the Union and its officers and agents shall do everything within their power to end or avert the same. Any nurse participating in any such picketing, handbilling, strike, slowdown, boycott or work stoppage, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or such lesser discipline as the Hospital shall determine.

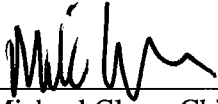
17.7 No Lockout. The Hospital shall not engage in any lockout during the term of this Agreement.

17.8 Duration of Agreement. This Agreement shall be in effect from ratification by both parties and shall continue in full force and effect through and including October 31, 2018 and legal extensions. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than 120 and no less than 90 days prior to the date appropriate for that bargaining unit. In the event of an inadvertent failure by either party to give the requisite notice, such party may give written notice at any time prior to the appropriate termination date of this Agreement.

17.9 Conditional Reopener. If by change in law or rule or regulation the Hospital will not retain its critical access status through October 31, 2018 or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99%, or a change from cost-based reimbursement, the Hospital may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.

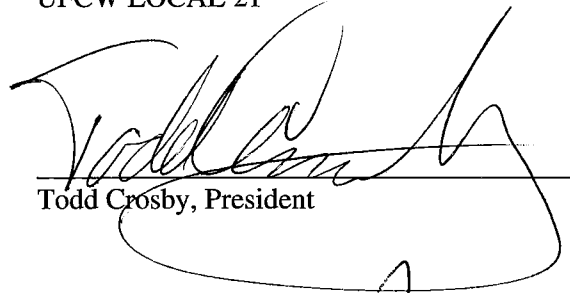
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

For JEFFERSON HEALTHCARE,  
Jefferson County Public Hospital District No. 2




Michael Glenn, Chief Executive Officer

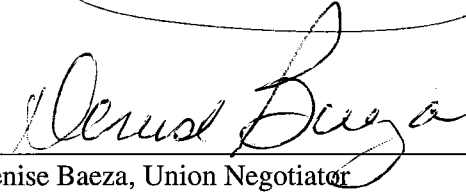
UFCW LOCAL 21



Todd Crosby, President



Elizabeth Clapp, Chief Human Resources Officer  
Steven Feland



Denise Baeza, Union Negotiator

JEFFERSON HEALTHCARE  
ADDENDUM "A"  
HOME HEALTH AND HOSPICE

1. Work Day. For purposes of this Agreement, the eight (8) hour day shift will be scheduled to start between 7:30 a.m. and 8:30 a.m., is case-load dependent, and scheduled to end between 4:00 p.m. and 5:00 p.m. The call shift is scheduled from 5:00 p.m. through 8:30 a.m. If there are regularly scheduled meetings, nurses will flex their hours to accommodate the meeting without incurring overtime.

On weekends, shifts may be scheduled from 8:00 a.m. to 4:30 p.m. and 10:00 a.m. to 6:30 p.m. with one individual being assigned standby responsibilities continuing from the end of then-scheduled shift until 8:00 a.m. the following morning.

2. Standby - Telephone Calls. Telephone calls during standby which do not require a visit shall be paid at time and one-half (1 1/2) for all time related to the call, with a minimum of fifteen (15) minutes. Telephone calls between the hours of 11:00 p.m. and 8:00 a.m. shall be paid at time and one-half (1 1/2) for all time related to the call with a minimum of one-half (1/2) hour.
3. Weekend Shifts. Specifically designated weekend only work schedules shall not be subject to the weekend work provisions (8.13) of the collective bargaining agreement.

Weekend/Holidays. Weekends and holidays will be rotated among Home Health Care Nurses.

Holidays. Employees scheduled to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or on Christmas Eve shall be paid one and one-half (1 1/2) times their base rate of pay for all hours worked. Employees may also request PTO hours in addition to the hours worked.

4. Subject to patient care consideration, the Hospital will make a good faith effort to provide relief for a nurse who requests a day off or a change in the nurse's start time the following day where the nurse is responding to call after 11:00 p.m. the previous night. The nurse must notify the Hospital not later than one and one-half (1 1/2) hours in advance of the nurse's scheduled day shift if making such a request. The nurse may use PTO during this absence, if desired. No disciplinary action shall be taken due to this condition.
5. Except as modified herein, the terms and conditions set forth in the collective bargaining agreement shall apply to nurses assigned to Home Health and Hospice.

JEFFERSON HEALTHCARE  
ADDENDUM "B"  
FAMILY BIRTH CENTER (FBC)

Extra or open shifts that are available shall first be offered to the FBC nurse group (defined as within the bargaining unit with FBC competencies). These shifts will be offered on the same basis as the shifts in Section 8.8, Additional Hours.

1. The FBC nurse may be utilized as adjunct staff to assist and support the regular staff in another area if there is no FBC patient in the Hospital. Any use of the FBC RN in another area should allow for the RN to be promptly available (i.e., within five [5] minutes) to treat the OB patient.
  
2. During the summer vacation period of June 1<sup>st</sup> through September 30<sup>th</sup> the Hospital will make a good faith effort to staff by posting a temporary position covering those summer months in accordance with Article 5.5 to allow nursing staff in this small unit to get their vacation. If the posted position is not filled, traveler, agency or per diem nurses may be assigned to this position. Nurses will not be required to work above their FTE in order to cover vacations during this period of time.

JEFFERSON HEALTHCARE  
ADDENDUM "C"  
SURGICAL SERVICES

1. The Hospital will attempt to limit standby time for Surgical Services to no more than 145 hours per month for each nurse. If it becomes necessary to assign standby over 145 hours, the Hospital will seek volunteers first.
2. If assigned standby hours in excess of 115 hours per four-week pay period, the nurse will receive standby pay in the amount of five dollars (\$5) per hour for those hours in excess of 115 standby hours per four-week pay period. For standby hours in excess of 145 hours per four-week pay period, the nurse will receive six dollars (\$6) per hour for those standby hours in excess of 145 standby hours per four-week pay period. Callback will be paid at time and one-half (1 1/2) the base rate of pay. This applies to assigned hours only, not hours "traded" between bargaining unit nurses. "Trades" for the purpose of this agreement will be defined as call shifts that are given away. However, if two nurses exchange call shifts (i.e., equal hours) within the same pay period, it will not be considered a "trade" and they would remain eligible for the differential.
3. If an RN is required to work twelve (12) hours or more in a 24-hour period, the RN may request the next regular shift off and use PTO if desired. The Hospital will make a good faith effort to honor that request.
4. Call shifts will be posted each month for weekdays, weekends and holidays.
5. Call shifts can be traded among the Surgical Services RNs but the RN who was originally scheduled is responsible for obtaining authorization from the Director of Surgical Services and notifying the appropriate people.
6. Food will be provided in the event the RN is required to work through a meal break. The Hospital will make every attempt to provide relief so that meal and rest breaks can be taken.
7. If the nurse feels she/he is unsafe due to excessive callback, the nurse shall notify the House Supervisor or Relief House Supervisor who will be responsible to see that the nurse is relieved of duty. No disciplinary action shall be taken due to this condition.
8. Except as modified herein, the terms and conditions set forth in the collective bargaining agreement shall apply to nurses working under this Addendum.
9. For nurses on callback, the weekend premium (10.4) shall begin at the end of the shift Friday and end at 7:00 a.m. on Monday.
10. Standby shall apply only to Surgical Services procedures. At no time will Surgical Services nurses be on-call for any other department.

JEFFERSON HEALTHCARE  
ADDENDUM "D"  
EMERGENCY DEPARTMENT

1. The Emergency Department shall have a day, evening, and night shift. The Employer will give the employees and the Union thirty days' notice of a change in the time of any shift schedule, and will be available to meet with the Union during this time to discuss any change. A regular shift will be assigned by department seniority and could be changed only by mutual consent. FTE status will be maintained unless mutually agreed.
  
2. Evening shift differential will be paid during the evening shift hours for this department. Night shift differential will be paid during the night shift hours for this department.

Except as modified herein, the terms and conditions set forth in the collective bargaining agreement shall apply to nurses working under this Addendum.

JEFFERSON HEALTHCARE  
ADDENDUM "E"  
PENSION PROTECTION ACT ("PPA")

- A. This Agreement is to be subject to the Rehabilitation Plan adopted by the Board of Trustees for the Plan year commencing October 1, 2010 and that will be effective no later than January 1, 2011. The Board of Trustees of the Plan is authorized to adopt a Rehabilitation Plan which contains a schedule in the form attached hereto as Exhibit A, amended only to the extent necessary as provided under Subsection (d) and subject to the modifications permitted under Subsection (f). The Employer shall be obligated to make pension contributions in addition to the contribution rates specified in Article 14. Section 14.2 of this Agreement only if those contributions are required in accordance with the attached schedule of benefits and contribution rates (the "Schedule") to the Pension Trust's 2010 - 2011 Rehabilitation Plan (subject to modification as provided below) as follows: effective with hours worked July 1, 2011, a contribution of \$0.05 cents per hour; effective with hours worked January 1, 2012, an additional contribution of \$0.05 cents per hour; effective with hours worked January 1, 2013, an additional contribution of \$0.05 cents per hour; and January 1, 2014, the same increase that is agreed to in the King County Grocery Agreement for that effective date.
- B. The Employer may reduce the amount of any contribution under Subsection (a) due the Trust (but not below zero) by the amount of any surcharge, deficiency or excise tax required to be paid by the Employer prior to January 1, 2011 as a result of the Pension Trust being certified in the red zone under the PPA. The contributions provided for in this Appendix herein shall be dedicated solely to improving the funding of the Pension Trust and shall not be used to increase or improve benefits.
- C. The Parties agree that the Trustees of the Pension Trust are authorized and directed to reduce Pension Plan benefits as provided in the Schedule in Section F of this Appendix.
- D. The parties agree that the Schedule shall be determined, adopted and maintained over time as follows:
1. For the expected certification of critical status for the 2010-2011 Plan year, the Trustees are authorized and directed to adopt a Rehabilitation Plan which contains the Schedule in the form in Section F of this Appendix, amended only as required in Section A above and Section E below. The Schedule shall be effective on January 1, 2011 as to the initial Employer contribution or as soon thereafter as legally permitted, as to any required benefit reductions.
  2. The Board of Trustees is authorized and directed to take all reasonable measures to cooperate and assist in achieving the objectives of this Section.
- E. Notwithstanding the foregoing, the Board of Trustees is directed to apply for provisions provided by the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010. If relief is granted, the Trustees shall decide how such relief is applied. If later enacted legislation permits a reduction in contributions (or increase in benefits, or both), the Trustees may revise the Rehabilitation Schedules and the bargaining parties will adopt the new Schedule. Subject to the foregoing, the Trustees are authorized and directed to modify promptly the Schedule (and the contributions and benefit reductions) in accordance with this subsection and subsections (a) and (c) above and as required or permitted by such law, rule or regulation, and such modifications



shall automatically be deemed incorporated into the Schedule in Section F (which shall be revised and updated accordingly).

F. Preferred Schedule Rehabilitation Plan of the Sound Retirement Trust: The following is the Preferred Schedule for the Sound Retirement Trust Rehabilitation Plan. The Preferred Schedule will apply to participating Employers and Unions that have adopted it, and to the terminated vested members described below.

1. Contributions Rate Increases: The Preferred Schedule requires the additional employer supplemental contribution rates set forth below:

<u>Effective:</u>	
January hours 2011:	\$0.05
January hours 2012:	\$0.10
January hours 2013:	\$0.15
January hours 2014:	\$0.20
January hours 2015:	\$0.25
January hours 2016:	\$0.30
January hours 2017:	\$0.35
January hours 2018:	\$0.40
January hours 2019:	\$0.45
January hours 2020:	\$0.50
January hours 2021:	\$0.55
January hours 2022:	\$0.60
January hours 2023:	\$0.65

G. Reductions in Benefits: As of the contract effective date, the 5-year certain guarantee on the normal form of payment for single participants will not apply to benefits earned prior to January 1, 2011.

H. Effective February 1, 2011 certain benefits (described below) will no longer be available to those considered terminated vested as of December 16, 2010 (as defined in the "Important Notice of Plan Changes" dated December 16, 2010), regardless of when this Schedule is adopted by the bargaining parties. For all participants who are terminated vested as of December 16, 2010, the subsidized early retirement benefits will be effectively eliminated. In addition, for these terminated vested members:

1. The post-retirement cost-of-living increases which were payable on pre-August;
2. 2003 accruals will not be provided;
3. There will be no pre-retirement death benefits other than those required to meet the definition of a Qualified Joint & Survivor Annuity; and
4. The 5-year certain guarantee on the normal form of payment for single participants will not apply.

MEMORANDUM OF UNDERSTANDING – ONE  
Drug and Alcohol Policy

Drug and alcohol abuse and use is unacceptable in a Hospital where the slightest inattention to detail can affect patient welfare. While the Hospital has no desire to unnecessarily intrude upon the private lives of its Nurses, involvement with alcohol and/or drugs can affect job performance safety and public confidence in the Hospital. Nurses must report to work in a condition to perform their work efficiently and safely. The Hospital's goal is to maintain a drug- and alcohol-free workplace and environment. To this end any policy that applies to Nurses must also apply to non-union Nurses and management.

In all aspects of any drug and alcohol policy, individual privacy will be maintained with the strictest confidentiality appropriate. The Hospital agrees all information obtained through the policy will be kept in the strictest confidence and not divulged to any other Nurses not directly involved with the incident. Management and administrative staff with a need-to-know may have access only as required by job duties.

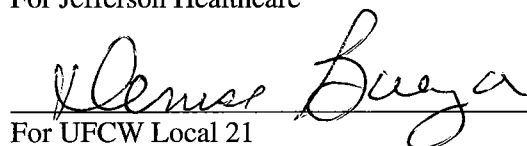
On a case-by-case basis, the Hospital will consider if continued monitoring through a "last chance agreement" including drug/alcohol testing is appropriate. The Union will be provided with a copy of the proposed last chance agreement and upon request of the Union, a meeting will be scheduled to discuss the Agreement.

The Hospital reserves the right to implement a policy for drug and alcohol testing in accord with the foregoing principles. The Parties agree that if any changes are made to the existing policy the Hospital must notify the Union of the proposed changes and meet and discuss them with the Union before implementation



For Jefferson Healthcare

Date 8/16/2016



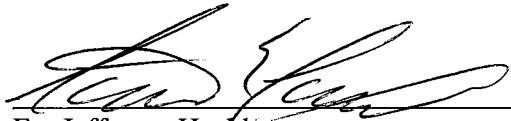
For UFCW Local 21

Date 8/13/16

MEMORANDUM OF UNDERSTANDING – TWO  
Re Clinic Endoscopy Nurses

1. Clinic Endoscopy Nurses may be assigned primary duties in the Clinic. However, they may also be assigned to work in endoscopy suite at the hospital, as determined by the Hospital.

Except as modified herein, the terms and conditions set forth in the collective bargaining agreement shall apply to nurses working under this Addendum.

  
\_\_\_\_\_  
For Jefferson Healthcare

Date 8/16/2016

  
\_\_\_\_\_  
For UFCW Local 21


Date 8/3/16

GSB:7836814.2

**Letter of Understanding re Ratification/Signing Bonus**

Upon ratification of the Tentative Agreement by the RN Unit and by the Board of Public Hospital District No. 1 of Jefferson County, Washington, operating Jefferson General Hospital (the "Hospital"), and the signing of a Final Agreement by the RN Unit and the Hospital, RN Unit employees covered by the Final Agreement shall be eligible for a one-time payment, less applicable legal withholdings. The amount of the one-time payment will be two percent (2%) of each eligible employee's base rate for all hours worked in the period from January 1, 2016 through the date of ratification of the Tentative Agreement.

Such payment will be made to employees on the first regular pay period at least ten (10) business days after signing of the Final Agreement.

  
\_\_\_\_\_  
For Jefferson Healthcare


Date 8/16/2016

  
\_\_\_\_\_  
For UFCW Local 21

Date 8/3/16

**Letter of Understanding re Settlement of Pyramiding Grievances**

Upon the final signature on the Final Agreement between the parties, UFCW agrees to withdraw the pending grievance(s) regarding pyramiding filed by UFCW on behalf of the RNs.

  
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For Jefferson Healthcare

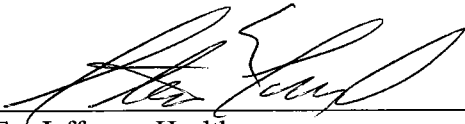
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For UFCW Local 21

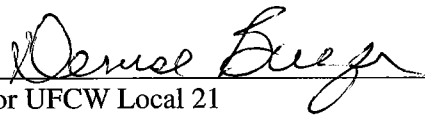
Date 8/3/16

**Letter of Understanding re Holiday Pyramiding**

Once the 2016-2018 RN Unit Agreement between Jefferson Healthcare (the "Hospital") and UFCW Local 21 becomes effective, the Hospital will apply Article 8.2.5 (pyramiding) retroactively so that nurses receive the agreed-upon limited pyramiding for work on the following holidays: Christmas Day, 2015 and New Years' Day, 2016. The payment for this retroactive application of this provision will be made on the first full pay period after ratification of a final Tentative Agreement by the RN Unit and by the Board of the Hospital, and the signing of a Final Agreement by the RN Unit and the Hospital.

  
\_\_\_\_\_  
For Jefferson Healthcare

Date 8/16/2016

  
\_\_\_\_\_  
For UFCW Local 21

Date 8/3/16

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 44,000 other members of UFCW 21.

## Statement of Your Right to Union Representation (Weingarten Rights)

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your rights:**

[www.ufcw21.org](http://www.ufcw21.org)

***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

**VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Todd Crosby, President • Faye Guenther, Secretary-Treasurer**

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**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438  
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**