

AGREEMENT

BETWEEN
**PEACEHEALTH LOWER COLUMBIA
REGION**
AND
**SERVICE EMPLOYEES
INTERNATIONAL UNION**

LOCAL NO. 49, AFL-CIO-CLC



OCTOBER 6, **2010** – SEPTEMBER 30, **2013**

TABLE OF CONTENTS

PAGE

ARTICLE 1 — SCOPE OF AGREEMENT	1
1.1 Covered Facilities	1
1.2 Bargaining Unit	1
ARTICLE 2 — UNION SECURITY	1
2.1 Membership	1
2.1.1 Exemption	1
2.1.2 Failure to pay dues	1
2.2 Dues Deduction	2
2.3 Employee Information	2
2.4 Bulletin Boards	2
2.5 Printing of Agreement	2
2.6 New Employee Orientation	2
ARTICLE 3 — NO DISCRIMINATION	2
ARTICLE 4 — MANAGEMENT RIGHTS	2
ARTICLE 5 — WAGES, HOURS OF WORK AND OVERTIME	3
5.1 Compensation	3
5.1.1 Wage rates	3
5.1.2 Longevity steps	3
5.1.3 Certification differentials	3
5.1.4 HCA Certification	3
5.1.5 Prior work experience	3
a. Hiatus from bargaining unit	3
b. Acquired provider or practice	3
c. Transfer from another PeaceHealth facility	4
5.1.6 Regional Award Program	4
5.2 Hours of Work	4
5.2.1 Work period	4
5.2.2 Alternate length shifts	4
5.2.3 Report pay	4
5.2.4 Consecutive work days	4
5.2.5 Rest periods	4
5.2.6 Meal periods	4
5.2.7 Work schedules	5
5.2.8 Additional hours of work and overtime requirements	5
a. Straight-time work	5
b. Voluntary overtime	5
c. Contacting employees	5
d. Agency personnel	5
e. Mandatory overtime	6
f. Consecutive shifts	6
g. Offers of additional hours	6
5.2.9 Changes in position status	6

TABLE OF CONTENTS

PAGE

5.2.10	Attendance at mandatory meetings	6
5.3	Overtime	6
5.3.1	Payment of overtime	6
5.3.2	Rest between shifts	6
5.4	Differentials and Other Special Pay Provisions	7
5.4.1	Shift differential	7
a.	Evening shift	7
b.	Night shift	7
c.	12-hour shift schedules	7
d.	Variations from regular shift	7
e.	Work on adjoining shift	7
5.4.2	Working in higher classification	7
5.4.3	Callbacks	7
5.4.4	Standby call	8
5.4.5	Lead pay	8
5.4.6	Differential in lieu of benefits	8
5.5	Volunteers	8
5.6	Employee Waiver	8

ARTICLE 6 — REGULAR EMPLOYEE STATUS AND SENIORITY

8

6.1	Probationary Status	8
6.1.1	Interim performance review	8
6.2	Workforce Reductions	9
6.2.1	Selection criteria	9
6.2.2	Vacant positions	9
6.2.3	Bumping process	9
6.2.4	Relief status option	9
6.2.5	Medical Group	9
6.2.6	Recall	10
6.2.7	Department closure	10
6.3	Temporary Reductions in Hours	10
6.4	Seniority	11
6.4.1	Tie-breakers for same seniority date	11
6.4.2	Loss of seniority	11
6.5	Restructure	11
6.6	Job Postings and Filling of Vacancies	11
6.6.1	Job postings	11
6.6.2	Filling of vacancies	11
6.6.3	Return to previous job	12
6.6.4	Transfer to higher or lower paying classification	12
a.	Promotion to higher pay classification	12
b.	Transfer to lower pay classification	12
6.6.5	Frequency of transfers	12
6.7	Floating	12

ARTICLE 7 — PART-TIME, RELIEF AND TEMPORARY EMPLOYEES

12

7.1	Part-time	12
7.2	Relief	12
7.3	Temporary	13

TABLE OF CONTENTS

PAGE

ARTICLE 8 — ABSENCES WITH PAY	13
8.1 Military Duty	13
8.2 Jury Duty	13
8.3 Bereavement Pay	13
ARTICLE 9 — LEAVES OF ABSENCE	14
9.1 Educational Leave	14
9.2 Family and Medical Leave	14
9.3 Provisions Applicable to All Leaves	14
9.3.1 Requests for leave	14
9.3.2 Effect on seniority	14
9.3.3 Use of PTO during leave	14
9.3.4 Required employee notification to H.R.	14
9.4 Return from Leave	14
9.4.1 Disability leaves	15
9.4.2 Failure to return	15
ARTICLE 10 — PAID TIME OFF	15
10.1 Accrual Rate	15
10.2 Use of PTO	15
10.2.1 House convenience days	15
10.3 Scheduling	15
10.4 Holidays	16
10.5 Cash Conversion	16
10.6 Maximum Hours	16
10.7 Termination Conversion	17
10.8 Extended Illness Bank	17
ARTICLE 11 — HEALTH AND WELFARE	17
11.1 FlexAbility	17
11.2 Retirement Plans	17
ARTICLE 12 — WORKER'S COMPENSATION	18
12.1 Eligibility	18
12.2 Compensation	18
12.3 Return to Work	18
12.4 Health and Safety Regulations	18
ARTICLE 13 — DISCIPLINE AND DISCHARGE	19
13.1 Notice	19
13.2 Just Cause	19
13.3 Removal of Written Discipline	19
ARTICLE 14 — STRIKES/LOCKOUTS	19
ARTICLE 15 — GRIEVANCE PROCEDURE	19
15.1 Definition of Grievance	19
15.2 Procedure	19

TABLE OF CONTENTS

	PAGE
ARTICLE 16 — UNION REPRESENTATIVES	19
16.1 Access to Premises	19
16.2 Transaction of Business	19
16.3 Union Leave	20
ARTICLE 17 — GENERAL PROVISIONS	21
17.1 Past Practices	21
17.2 Safety Committee	21
17.3 Employee Participation Teams	21
17.4 Merger of Classifications	21
17.5 Substance Abuse Testing	21
17.6 Electronic Transmission	21
17.7 Labor Management Committee	
17.8 Savings Clause	22
17.9 Training	22
17.10 Subcontracting	22
17.11 Sale, Merger or Transfer	22
ARTICLE 18 — DURATION OF AGREEMENT	23
Appendix A	24
Memorandum of Understanding — Union Merger or Consolidation	25
Memorandum of Understanding — Implementation of New Systems	26
Memorandum of Understanding — Limitations on Mandatory Overtime	27
Memorandum of Understanding — Understandings Pertaining to PeaceHealth Laboratories Bargaining Unit	28
Memorandum of Understanding — Project Search	30

AGREEMENT

This Agreement is made and entered into by and between PeaceHealth Lower Columbia Region (herein the “Employer”) and Service Employees International Union, Local No. 49 (herein the “Union”). The Employer and the Union expressly acknowledge that it is their intention and desire to foster and promote stable, peaceful and harmonious relations between them, and that they embrace the core values of social justice, collaboration, stewardship and respecting individual dignity and worth. The parties recognize that their respective representatives and all employees need to treat each other with consideration and respect in accordance with these core values.

ARTICLE 1 **SCOPE OF AGREEMENT**

1.1 Covered Facilities. For purposes of this Agreement, St. John Medical Center (the “Medical Center”) consists of an acute care facility operated at its Delaware and Broadway campus locations in Longview, Washington and PeaceHealth Medical Group (the “Medical Group”) consists of various out patient medical clinics operated by PeaceHealth Lower Columbia Region in Longview, Washington. These entities are referred to collectively herein as the “Employer.”

1.2 Bargaining Unit. The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the following classifications: CNAs, Unit Secretaries, Central Supply Assistants, Sterile Processing Technicians and Assistants, Transporters, Environmental Services Attendants, Cooks, Food Service Workers, Caterers, Dietary Representatives, Radiology Clerks, Pharmacy Technicians and Assistants, Monitor Technicians, Emergency Department Technicians, Surgical Services Assistants, Patient Team Supports, OB Technicians, Endoscopy Technicians, Anesthesia Assistants and Anesthesia Technicians employed by the Employer at the Medical Center; and CNAs, Medical Assistants and Housekeepers employed by the Employer at the Medical Group.

ARTICLE 2 **UNION SECURITY**

2.1 Membership. All employees shall, within thirty-one (31) days after hire or the signing of this Agreement, as a condition of employment, become and remain members in good standing of the Union. Any such employee may, in lieu of maintaining actual membership in the Union, pay to the Union the periodic dues uniformly required as a condition of Union membership.

2.1.1 Exemption. An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to maintain membership in or give financial support to the Union, provided that such employee must contribute an amount equivalent to the amount of Union dues to a nonreligious, tax-exempt charitable fund of his or her choice.

2.1.2 Failure to pay dues. If an employee fails to satisfy the provisions of this section, the Union shall notify the Human Resources Director in writing of such noncompliance. The Human Resources Director shall thereafter notify said employee that continued noncompliance shall result in termination of employment, and in the event of continuing non-compliance shall proceed with termination thirty (30) days following such notification, provided that the Union shall indemnify and hold the Employer harmless for all claims, damages or other forms of liability arising from the Employer’s actions.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each employee who voluntarily executes a wage assignment form authorizing such dues deduction. If an employee transfers to a non-bargaining unit position, then it is the employee’s obligation to notify the Union of the transfer to effectuate

discontinuance of dues deduction. During the term of this Agreement the Employer shall also deduct voluntary COPE contributions from the pay of each employee who voluntarily executes a wage assignment form authorizing the deduction of such contributions.

When filed with the Employer, the authorization forms will be honored in accordance with their terms. The Employer shall transmit deductions to the Union on a monthly basis. In the event an employee refuses to sign a wage assignment form authorizing dues deduction, the Employer shall notify the Union within two (2) working days. Upon proper issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions allowed under this section.

2.3 Employee Information. The Employer shall submit monthly to the Union a report or reports covering all bargaining unit employees currently employed by the Employer, including their name, address, phone number (unless otherwise requested in writing by the employee), employee identification number, classification, department name and code, date of hire, rate of pay, monthly gross pay (overtime excluded), straight time monthly hours, FTE status, dues deduction, COPE deduction, and any employee terminations or transfers from the bargaining unit.

2.4 Bulletin Boards. The Union shall be permitted to post notices involving Union business on the Employer's intranet and on designated existing bulletin boards in non-patient care areas.

2.5 Printing of Agreement. The Employer and the Union will share equally the cost of printing sufficient copies of this Agreement for distribution by the Union. The content of the cover to this Agreement shall be determined by mutual agreement between the parties.

2.6 New Employee Orientation. The Employer will provide a Union representative with the opportunity, on release time without pay, to meet with new bargaining unit members at the end of the day during the orientation process. The Union will attempt to designate the representative three (3) months in advance of the orientation date and to utilize representatives from different departments. The Employer will provide the Union with the schedule for new employee orientation sufficiently in advance to allow the Union to meet this timeline.

ARTICLE 3 **NO DISCRIMINATION**

3.1 The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, marital status, sexual orientation, or disability or handicap, in accordance with applicable state and federal laws. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law shall control.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1 All rights of management are retained by the Employer, except to the extent that this Agreement limits such rights. Such rights include, but are not limited to, the right to manage the business of the Employer; to determine the schedules and nature of work to be performed by employees; to determine methods, procedures and equipment to be utilized by employees in the performance of such work; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to schedule employees for work; to make, change, modify, abolish and enforce its policies, practices, rules of conduct and regulations; to hire, lay off, and recall employees; to discharge or discipline employees for just cause; to utilize employees wherever necessary in cases of emergency or in the interest of patient care; to extend, limit, curtail, subcontract or outsource all or any part of its operations; and to maintain safety, efficiency, harmony, and order in its facilities.

4.2 The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 5

WAGES, HOURS OF WORK AND OVERTIME

5.1 **Compensation.** All bargaining unit employees shall receive a wage increase on their base rate of pay of 2.75% effective the first full payroll period following October 1, 2010, 2.75% effective the first full payroll period following October 1, 2011, and 3.0% effective the first full payroll period following October 1, 2012.

5.1.1 **Wage rates.** The minimum wage rates for employees in all classifications in the bargaining unit as reflected in 5.1 are set forth in Appendix A hereto. These rates of pay are the minimum hourly rates to be paid any employee who is covered under this Agreement. The Employer may, however, continue to provide individual merit increases to its employees higher than the specified base rate of pay.

5.1.2 **Longevity steps.** The Employer shall maintain a longevity steps system as set forth in Appendix A. The difference in pay levels between steps is 1.75% up to Step 15, and 2.25% thereafter. The 1-year step shall be referred to as Step 1, the 2-year step shall be referred to as Step 2, the 3 year step shall be referred to as Step 3, the 5 year step shall be referred to as Step 5, and so on through the step levels. An employee shall advance to the next step commencing the first full payroll period following the employee's adjusted anniversary date. The adjusted anniversary date is defined as the date on which the employee was initially placed at a step level on the current steps system, adjusted further for any unpaid leave of absence exceeding 30 days in accordance with Section 9.3.2.

5.1.3 **Certification differentials.** The Employer shall pay a differential of 60¢ per hour to an employee with a medical assistant certification and a differential of 40¢ per hour to an employee with a pharmacy technician certification approved by the Board of Pharmacy with a continuing education requirement.

5.1.4 **HCA Certification.** The Employer shall pay the cost of Health Care Assistant (HCA) certification and recertification.

5.1.5 **Prior work experience.** The Employer may extend recognition for relevant experience at no greater than the 10-year step to new employees. Such recognition shall not place the newly hired employee at a wage level that exceeds the wage level of current employees with experience that is at least equivalent to the experience of the newly hired employee. If the Employer places an employee at a wage level that exceeds the wage level of a current employee with experience that is at least equivalent to the experience of the newly hired employee, then the Employer will increase the step placement of the current employee to a step at least equal to or greater than the wage level of the newly hired employee, commensurate with their relative experience. For purposes of this paragraph, equivalent experience means the same number of years exercising duties and responsibilities relevant to the job in question. The following exceptions shall apply to the limitations contained in this paragraph:

a. **Hiatus from bargaining unit.** If an employee terminates and returns to the bargaining unit within a twelve (12) month interval, the Employer may rehire the employee at a wage level that is no higher than what the employee was receiving (or would have been qualified to receive in another classification) prior to leaving the bargaining unit.

b. **Acquired provider or practice.** An employee shall be credited, if such accreditation is consistent with the terms of association between a provider or practice and the Medical Group, with all of his or her past continuous service with a provider or practice prior to association of that provider or practice with the Medical Group, for purposes of Section 5.1 and Section 10.1.

c. **Transfer from another PeaceHealth facility.** An employee transferring into the bargaining unit from another PeaceHealth facility shall be credited with his or her past continuous service at that facility, in accordance with the PeaceHealth corporate transfer policy, for purposes of Section 5.1 and Section 10.1.

5.1.6 Regional Award Program. Bargaining unit employees will be eligible to participate in the PHLCR Regional Award Program, in accordance with the terms of the program as determined by the Employer in its sole discretion, in the same manner and for as long as the program applies to all other employees of the Employer.

5.2 Hours of Work.

5.2.1 Work period. For each employee, the basic work period shall consist, at the Employer's discretion, of either forty (40) hours in a work week or eighty (80) hours bi-weekly in conformance with the Fair Labor Standards Act. A work day is defined as a period of twenty-four (24) hours beginning at midnight or the regular start of the night shift nearest to midnight. A work week is a period of seven (7) consecutive days (a) beginning at 0001 hours on Sunday or at the regular start of the shift nearest to 0001 hours on Sunday; (b) beginning at 0001 hours on Monday or at the regular start of the shift nearest to 0001 hours on Monday; or (c) as individually determined for employees in positions working alternate length shifts. If consecutive hours worked by an employee during a shift span two separate workweeks, then all such hours will be attributed to the workweek in which the shift begins.

5.2.2 Alternate length shifts. The standard work day shall normally consist of eight (8) hours, exclusive of meal break. A standard work day may also be less than eight (8) hours or may consist of nine (9) hours, exclusive of meal break. In addition, where mutually agreeable to the Employer and the individual employee, a standard work day may consist of ten (10) hours or twelve (12) hours, exclusive of meal break(s). Where any work day greater than eight (8) hours is adopted, overtime concepts and other contract language relating to eight (8) hour days shall be converted to a nine (9) hour concept, a ten (10) hour concept, or a twelve (12) hour concept, whichever applies. In the event that the Employer contemplates movement to 9 hour shifts, 10 hour shifts or 12 hour shifts for several positions within a department or unit, mutual agreement with the individual employee shall not be required; the Employer, however, shall notify the Union at least thirty (30) days in advance of such contemplated action and shall meet with the Union to bargain the ramifications and effects of such action, including the potential inconveniences imposed upon any particular employee or group of employees.

5.2.3 Report pay. Unless agreed otherwise between the employee and the Employer, employees who report for work as scheduled shall receive no less than four (4) hours pay. This provision shall also apply if the employee is notified less than one and one-half (1½) hours before the beginning of the shift to stay home.

5.2.4 Consecutive work days. Scheduling of over six (6) consecutive days of work is discouraged and should be done only in emergent situations regardless of work week or to accommodate a personal request by the employee.

5.2.5 Rest periods. Rest periods of fifteen (15) minutes within each four (4) hours of work shall be provided. Such rest periods may be taken on a piecemeal basis. The Employer and the individual employee are expected to work collaboratively to assure the employee receives his or her rest break. The Employer is responsible for providing the opportunity for employees to take their permitted breaks, and employees are responsible for taking their rest breaks.

5.2.6 Meal periods. Employees scheduled to work more than five (5) hours per day shall be entitled to an unpaid meal period of at least thirty (30) minutes. The meal period shall be taken as near as practical to the middle of the work shift. Employees required to work through their meal period (including occasions when employees are called back to work during their meal periods and then cannot make up for the interruption to complete the meal period) shall be compensated for said period.

5.2.7 Work schedules. Work schedules shall be posted fourteen (14) days prior to their effective date, unless highly unusual circumstances prohibit compliance with this provision. Special scheduling requests from employees must be submitted no less than ten (10) days in advance of the posting. Except in cases of emergency, changes in the posted schedule will be by mutual agreement with the affected employee(s). The Employer shall make a good faith effort to maintain a consistency in the employee's regular scheduled shifts and days off.

5.2.8 Additional hours of work and overtime requirements.

This section prescribes certain procedures the Employer must follow when assigning additional hours of work and overtime. The Employer shall make a reasonable effort to fulfill its staffing requirements through alternatives other than the assignment of overtime. In so doing, the Employer will make use of availability forms that indicate in writing an employee's willingness to work additional hours. It is understood that if there is no availability form on file for an employee, the Employer has no obligation to contact that employee to work additional hours.

Employees (including relief employees) shall notify the Employer in writing of their availability for pre scheduled straight time hours, short notice straight time hours and/or overtime hours. Such notification must be submitted no less than fourteen (14) days prior to the beginning of the calendar quarter in order to be in effect during all work schedules that begin during the calendar quarter. If an employee declines or fails to timely respond to notification of an opportunity to work additional hours on three (3) separate occasions during a four-week work schedule, the employee's availability submission will be rendered null and void for the calendar quarter. Any changes to an employee's availability during the calendar quarter must be submitted at least 14 days prior to the posting of the work schedule in which the employee desires that the changes apply.

a. Straight-time work. When the need to call in additional personnel is known more than three (3) hours in advance, the Employer will, without unreasonable delay, contact or call qualified employees who have met the notification and availability requirements for straight time work, in order of seniority. The Employer shall give priority to employees in the affected unit and classification. The Employer will also make reasonable efforts to assure that part time employees will be offered additional hours of work (beyond their regularly posted schedules) before offering the work to relief or temporary employees. It is understood, however, that this provision shall not (1) obligate the Employer to overtime hours or any other premium payments, or (2) prevent the Employer from assigning work to relief employees for the purpose, in the Employer's discretion, of maintaining the skills of said relief employees.

b. Voluntary overtime. In the event that the Employer's reasonable effort to avoid overtime is not successful, and the Employer has knowledge of the overtime requirement at least three (3) hours in advance, the Employer will first offer the overtime work, on a seniority basis, to qualified employees who have indicated in writing a willingness to work overtime. It is understood that if there is no availability form on file for an employee, the Employer has no obligation to contact that employee to work additional hours. If the Employer has knowledge of the overtime requirement less than three (3) hours in advance, the Employer's obligation will be limited to offering the overtime work in order of seniority to qualified employees on duty in the affected unit or classification. The Employer will make a reasonable effort to arrange for voluntary sharing between employees of the overtime requirement prior to invoking mandatory overtime. Notwithstanding the foregoing, the Employer retains the right to select a less senior employee whose overtime rate will be at time and one-half, if the more senior employee's overtime rate for any of the overtime hours to be worked will be at double-time, or to replace an employee at the point that he or she would be working on less than ten (10) hours' rest on the employee's next scheduled shift.

c. Contacting employees. For purposes of subparagraphs (a) and (b) above, the Employer will consider an employee unavailable to work if there is no answer to a telephone call or if an answering device is in place, preventing acceptance of work assignment. In this event, another employee will be contacted. The Employer will leave a message on an answering machine, if available, indicating date and time called. The Employer will document its efforts to contact employees.

d. Agency personnel. The Employer may employ agency personnel to fulfill its staffing requirements only after it has satisfied its obligations under subparagraphs (a) and (b) herein.

e. **Mandatory overtime.** Should there be insufficient volunteers, the Employer may require qualified employees on duty in the affected unit or classification to perform overtime work on a reverse seniority basis. The Employer shall not, however, require an employee to work overtime consisting of three (3) or more consecutive hours on more than one occasion in a 72-hour period except for emergent operational needs. The foregoing provision shall apply regardless of whether the employee's previous overtime within the 72-hour period was voluntary or mandatory. Whenever possible, the next least senior person working on duty in the affected unit or classification will be required to work in lieu of an employee who has already worked overtime of at least three (3) consecutive hours within 72 hours. For purposes of this paragraph, the 72-hour period shall be deemed to commence as of the beginning of the overtime worked. An employee who agrees to come into work on the employee's scheduled day off will not be required to work mandatory overtime on that day.

f. **Consecutive shifts.** An employee who volunteers or is required to work a second consecutive shift may request the Employer to fill the latter half of the shift with another employee. In such cases, the Employer shall follow the processes defined in this Section 5.2.8 in filling the remaining hours of the shift.

g. **Offers of additional hours.** Once an employee has accepted a formal offer of additional hours of work, those hours will not be offered or awarded to another employee unless it is discovered prior to the commencement of working such additional hours that the offer was not in compliance with the terms of this Section 5.2.8. This provision shall not be interpreted to prohibit the Employer from restricting the number of hours worked by the employee on an additional shift that would be paid at the double-time rate of pay.

5.2.9 Changes in position status. If an employee works for more than 90 days with increased hours, the employee or the Union shall have the right to request a review of the employee's assigned position status. Status will be limited to hours regularly scheduled. Hours in relief for vacation, sick leave, or leave of absence of another employee will be excluded from consideration. If the review process results in a determination that an increase in FTE status within the unit is warranted, a position shall be posted, subject to provider approval at the Medical Group. Similarly, an employee working for more than 90 days with decreased hours may result in a reposting of the employee's position at a lesser FTE status.

5.2.10 Attendance at mandatory meetings. When employees are required to attend mandatory meetings or in services during their regularly scheduled shift, they will either return to work or to training so they will not suffer a loss of hours worked in the regular work week, unless by mutual agreement between the employee and the Employer, the employee takes hospital convenience time without pay. Employees required to attend in service, department, staff and state required meetings shall receive a minimum of one (1) hour of pay when such meeting is scheduled outside their regularly scheduled shift. Where feasible, the Employer shall make a good faith effort to conduct staff meetings at least two separate times, to provide as many employees on different shifts as possible the opportunity to attend during or adjacent to their scheduled work hours.

5.3 Overtime.

5.3.1 Payment of overtime. Authorized overtime shall be applied at the rate of one and one-half (1½) times the employee's regular hourly rate of pay after forty (40) hours in a work week for those employees on a weekly schedule and after eight (8) hours in a work day or eighty (80) hours in a 14-day period for those employees on a bi-weekly schedule in conformance with the Fair Labor Standards Act. There shall be no pyramiding of overtime or premium pay. Hours worked beyond four (4) hours following a regularly scheduled shift or in excess of twelve (12) consecutive hours, whichever is greater, will be paid at double time the employee's regular rate of pay.

5.3.2 Rest between shifts. Unless mutually agreed otherwise, in the event an employee is assigned overtime, the Employer will assure that the employee receives at least ten (10) hours' rest from the end of such assignment until the employee again reports for work. The Employer, moreover, will not pre-schedule a full-time or part-time employee,

without the employee's consent, to work with less than ten (10) hours' rest between the scheduled shifts.

If, notwithstanding these provisions, an employee does not receive at least 10 hours' rest between scheduled shifts, then the employee will be paid at the rate of time and one-half for the first four (4) hours of the next shift. The foregoing provision shall not apply to voluntary trades of shifts by employees.

5.4 Differentials and Other Special Pay Provisions.

5.4.1 Shift differential.

a. **Evening shift.** Evening shift shall be defined as any shift of four (4) hours or more commencing at or after 12:00 noon and terminating after 6:00 p.m., and will be compensated at a differential rate of \$1.10 per hour. Any employee on a scheduled shift beginning before 12:00 noon and terminating after 6:00 p.m. will receive evening shift differential for all hours worked after 6:00 p.m.

b. **Night shift.** Night shift shall be defined as any shift of four (4) hours or more starting before midnight whose majority of hours (including the unpaid meal period) are worked after midnight. An employee who works a shift of four (4) hours or more starting between 12:00 midnight and 6:00 a.m. shall receive night shift differential for the four (4) hours or until 8:00 a.m., whichever is greater. Night shift will be compensated at a differential rate of \$1.70 per hour (\$1.80 per hour effective the first full payroll period following October 1, 2011, and \$1.85 per hour effective the first full payroll period following October 1, 2012).

c. **12-hour shift schedules.** Notwithstanding the provisions of subparagraphs (a) and (b) above, employees working 12-hour shift schedules shall receive evening shift differential for all hours worked between 3:00 p.m. and 11:00 p.m., night shift differential for all hours worked between 11:00 p.m. and 7:00 a.m., and no shift differential for all hours worked between 7:00 a.m. and 3:00 p.m.

d. **Variations from regular shift.** Employees who are called off prior to working a full evening or night shift shall be paid the applicable shift differential for hours actually worked. Full time and part time employees who are normally assigned to evening and night shifts, and are called in to fill in on the day shift on a one day emergent basis, shall receive their normal shift differential pay.

e. **Work on adjoining shift.** Evening shift employees who work beyond their shift into the night shift shall receive night shift differential for all hours worked beyond their shift. Evening shift employees who work prior to their scheduled shift shall not receive differential pay for those hours worked. Night shift employees who work prior to their scheduled shift shall receive evening shift differential for those hours worked. Night shift employees who work beyond their shift into the day shift shall continue to receive night shift differential for those hours worked.

5.4.2 Working in higher classification. If an employee is temporarily assigned and assumes the full duties and responsibilities of a separate classification for at least two (2) hours and if that classification carries a rate of pay higher than the employee's regular rate of pay, then the employee shall be compensated twenty-five cents (\$.25) per hour above his or her current rate or the rate at the low end of the higher classification's wage range, whichever is greater. While an employee is being oriented on a job in a higher classification and another employee is on the job, the employee being oriented shall receive his or her regular rate of pay. The orientation period during which the employee shall be paid the regular rate of pay shall not normally exceed five (5) days.

5.4.3 Callbacks. An employee who is called back to work in the same day after having completed the regular work schedule, and having left the Employer's premises, shall be paid a minimum of three (3) hours for such callback at the rate of time and one half (1½) the regular rate of pay.

5.4.4 Standby call. An employee on standby call status is one who is assigned to be available for work on a call back basis. Employees and management are encouraged and expected to reach consensus on a system of assigned call within their applicable department or unit.

In the event that a consensus cannot be reached, standby call shall first be assigned on a voluntary basis. If there are not sufficient volunteers, standby call shall be assigned on a reverse seniority basis. If assignment of call on the foregoing basis proves unachievable because it has a disproportionate impact on a particular employee or employees, then standby call shall be assigned on a more equitable basis.

Compensation for standby status shall be \$2.70 per hour, except on holidays which will be paid at \$3.20 per hour. Employees who work while in standby status shall be compensated for a minimum of three (3) hours. Employees called in to work from call status, who are not otherwise entitled to compensation at a higher premium rate, shall be compensated at the rate of time and one half (1½ x) the regular rate of pay. An employee who is called into work is no longer on standby status, and therefore is no longer eligible for standby call pay.

5.4.5 Lead pay. Lead pay of \$1.00 per hour will be paid to employees who, in addition to their routine daily assignments, are assigned lead responsibilities for their work unit. Lead pay is not payable for conducting orientation; provided, however, that lead pay for designated lead persons shall not be affected while conducting orientation. Assignment of lead responsibilities will be determined by the department manager.

5.4.6 Differential in lieu of benefits. Relief employees and regularly scheduled employees with an assigned FTE of less than .5 FTE shall receive a differential in lieu of benefits of \$1.00 per compensated hour.

5.5 Volunteers. The volunteer's role in the Medical Center is to provide services to patients that may not otherwise be offered. Volunteers will not be assigned to replace or be used in lieu of Union personnel in the performance of the typical duties of their classification on a consistent basis.

5.6 Employee Waiver. An employee may voluntarily waive, in writing, entitlement to premium pay under any provision of this Article other than Section 5.3.1.

ARTICLE 6

REGULAR EMPLOYEE STATUS AND SENIORITY

6.1 Probationary Status. New employees are considered probationary for one hundred twenty (120) calendar days (690 hours for part-time and relief employees) from the date of hire. The orientation period will be included in the probationary period. An employee can be discharged without notice during the probationary period at the discretion of the Employer; such cases are not grievable under the grievance procedure. A probationary employee is not entitled to seniority status until the probationary period has been completed, at which time the date of hire will become the employee's seniority date.

6.1.1 Interim performance review. The supervisor of a probationary employee will meet with the employee, no later than thirty (30) days prior to expiration of the probationary period, to discuss any areas in which the employee needs to improve his or her performance prior to completion of the probationary period. This provision shall not, however, be interpreted to provide any employee with a right, express or implied, to grieve or otherwise challenge his or her discharge from employment during the probationary period.

6.2 Workforce Reductions. In cases of reduction in force at the Medical Center, the parties shall meet and negotiate the details of the procedure to be used, consistent with the provisions of this section. If the parties' negotiations result in an impasse, the Employer may implement its procedure but the Union and/or individual employees retain the right to file a grievance over such implementation.

6.2.1 Selection criteria. Where skills, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, the reduction shall take place within each affected department based on reverse order of seniority, provided the remaining employees have the necessary skills and ability to perform the work required, and provided further that volunteers and temporary employees shall be the first to be displaced.

6.2.2 Vacant positions. The parties shall also undertake a good faith mutual effort to place displaced employees in substantially similar vacant positions within the bargaining unit prior to non displaced employees, notwithstanding their level of seniority, subject to provider approval in the Medical Group.

6.2.3 Bumping process. The parties are expected to follow the bumping process set forth herein, provided, however, that they may agree to an alternate process consistent with principles of fairness and minimizing disruption to operations and bargaining unit personnel.

a. An individual displaced in accordance with the foregoing procedure will then have the right to bump the least senior employee in the same classification in a position of equivalent or lesser FTE on the individual's current shift, for which said individual has the necessary skills and ability to perform the work required within a training period of two (2) weeks.

b. If no position of equivalent FTE on the individual's current shift is available and the individual chooses not to bump into a position of lesser FTE, then the individual may bump into such a least senior position of up to 0.125 greater FTE on the individual's current shift.

c. If no such position on the individual's current shift is available, then the employee may follow the same bumping process in the same classification on another shift.

d. The individual who is displaced as a result of the foregoing bumping process will have the right to bump, on a bargaining unit-wide basis, the least senior employee in a position of equivalent or lesser FTE for which said individual has the necessary skills and ability to perform the work required within a training period of two (2) weeks.

6.2.4 Relief status option. Employees in a reduction in force status may choose instead to be placed in the status of relief employee, in which case said employee shall be considered to have greater seniority than other relief employees for a period not to exceed twelve (12) months for purposes of Article 7.2.5.

6.2.5 Medical Group. Reductions in force at the Medical Group shall be governed by the same criteria, except that where there is a primary relationship established between a medical provider and an employee, and neither the medical provider nor the employee desires to disrupt the relationship due to a reduction in force or recall based on the criteria above, then the preservation of the primary relationship shall prevail.

Moreover, if either an employee at the Medical Group or the provider to whom the employee is primarily assigned determines that they are unable to continue working together, and an alternative position cannot be found for the employee at the Medical Group, then the employee shall be considered to have been subject to a reduction in force under this section, except that the negotiations provision of Section 6.2 shall not apply. Employees who have completed their probationary period will receive at least two (2) weeks' written notice of discontinuance in their position or two (2) weeks' pay in lieu thereof.

Employees working for a provider who leaves the Medical Group shall, if qualified, have hiring priority over applicants from outside the Group for an opening that occurs in the Medical Group. In the event that the vacant position involves working for a newly hired provider, a qualified displaced employee will have the first right to be selected for such position during the employee's 12-month recall period. In addition, an employee working for a provider who leaves the Medical Group shall be guaranteed a 90-day point status continuation from the date the employee receives notice of the provider's departure.

6.2.6 Recall. Employees in a reduction in force status shall be notified of comparable job openings in the bargaining unit as they occur, and will be considered for those jobs in the bargaining unit which they are qualified to perform, for a period of twelve (12) months from the date of layoff. Employees shall be considered for such job openings by seniority, i.e., before less senior applicants, outside applicants or relief employees are considered, provided they respond to such notification within seven (7) days and return to work within fourteen (14) days of such notification. Notification to such employees may occur either by registered mail, where the notice period will be deemed to begin as of the date of attempted delivery by registered mail, or by an alternate method mutually agreed upon by the employee and the Employer. Employees who decline or fail to respond to more than three (3) offers of job openings comparable to the employee's position at the time of layoff shall no longer be eligible for recall. Job openings are comparable if they are at the same or greater rate of pay and are within .125 FTE of the employee's position at the time of layoff.

6.2.7 Department closure. In the event of closure of a department covered by this Agreement, any employee not sufficiently qualified or senior to exercise bumping rights in accordance with this section will be offered employment, according to seniority, in other departments as vacancies occur, competency considered, and subject to provider approval at the Medical Group, for a period of twelve (12) months from the date of closure.

6.3 Temporary Reductions in Hours. In cases of reduction in hours within a classification, or a unit within a classification, of an anticipated short term duration, caused by low census or other temporary business reasons, the reduction shall take place in the following manner, provided the remaining employees have the necessary skills and ability to perform the work required:

1. Agency employees.
2. Employees working at an overtime or premium rate of pay, unless receiving premium pay pursuant to Section 5.3.2.
3. Volunteers.
4. Temporary employees.
5. Relief employees.
6. Part time employees working in excess of regularly scheduled hours.
7. Reverse order of seniority, subject to provider approval in the Medical Group.

6.3.1 The Employer shall make a good faith effort to find work for any employee whose hours are disproportionately reduced in the Medical Group. Unless agreed otherwise between the employee and the Employer, a Medical Group employee whose hours are reduced because the provider is temporarily assigned to an in-patient hospitalist position or on-call status shall, if work is not otherwise available, be placed on standby call status.

6.3.2 Hours not worked pursuant to this section shall be considered hours paid for the purpose of accrual of all contractual benefits, even if the employee chooses to take time off without pay in lieu of PTO.

6.3.3 Employees (other than relief employees) within each department may vote, with majority rule, whether to have a reduction of their work week on a pro rata basis rather than being laid off or having their hours reduced strictly on a seniority basis, provided the scheduling and operational needs of the department are met under this alternative process.

a. Employees in the respective department may request one (1) revote anytime within ninety (90) calendar days following implementation of the reduction in hours.

b. In the event that such alternative process is not meeting the scheduling or operational needs of the respective department, the Employer may return to the seniority-based process for the duration of the reduction.

6.3.4 For purposes of this Section 6.3, CNAs and Patient Team Supports shall be considered within the same classification.

6.3.5 An employee who experiences a reduction of hours on his/her particular shift, and who assumes the hours of an employee working a different length shift in the same classification, shall assume the hours of the different length shift (e.g., a 12 hour employee who assumes the hours of an employee working an 8 hour shift will be assigned to work 8 hours). The Employer shall make a good faith effort to ensure that such an employee does not suffer a reduction in scheduled hours at the regular rate of pay.

6.4 Seniority. Seniority is the length of continuous service with the Employer from the date of hire, provided the probationary period has been satisfactorily completed.

6.4.1 Tie-breakers for same seniority date. Employees having the same seniority date will be placed on the seniority records based on the day of the month in which they are born (lowest number has highest seniority; highest number has lowest seniority). A second tie-breaker, if needed, will be based on the month of the year in which the employees are born (earlier month has higher seniority).

6.4.2 Loss of seniority. An employee's previously accrued seniority shall be lost in the event the employee (1) voluntarily resigns, (2) is discharged for just cause, or (3) has been in a layoff status or on a leave of absence for a period exceeding twelve (12) months, except as provided by state or federal law.

6.5 Restructure. Restructure means the reallocation of employees within a unit or department due to the merger, consolidation or other overall reorganization of units or departments resulting in a mandatory shift change, a mandatory unit or department change, and/or an increase in FTE status. If a restructure results in a reduction in force, however, the provisions of Section 6.2 shall apply instead of the provisions of this section. It is understood that determinations regarding the staffing of units or departments, including whether the restructure of a unit or department is advisable, are the exclusive right of management.

6.5.1 The Employer shall notify the Union and employees who may be displaced by a restructure at least thirty (30) days prior to implementation of the restructure. The Employer will be available to meet with the Union within the 30 days to discuss the procedures to be utilized to accomplish the restructure.

6.5.2 The parties will negotiate the specific procedure to be followed regarding the impact of a restructure on displaced employees. Among qualified personnel, the principle of seniority shall be recognized. Attempts will be made to accomplish a unit restructure through intra unit transfers to the extent possible.

6.5.3 Employees who hold positions outside the unit or the department that is undergoing a restructure may not bid on positions covered by the restructure until the process is completed for all unit/department employees.

6.6 Job Postings and Filling of Vacancies.

6.6.1 Job postings. All job vacancies within the bargaining unit shall be posted by the Employer for a minimum of seven (7) days, including Saturday, Sunday and holidays. The posting shall include the job classification, pay range and point status, and shall specify the shift or shifts for regularly scheduled positions. It will also be noted if the regularly scheduled days for a posted position are Monday through Friday only. The Employer may, in appropriate circumstances, limit the posting to in unit. If a vacated position or its FTE equivalent is not posted in a timely manner, the Employer shall notify the Union of the non posting. The Employer shall notify the Union of any change thereafter in posting status.

6.6.2 Filling of vacancies. All qualified employees in the bargaining unit are to be considered over outside applicants in filling any vacancy in the bargaining unit. Among bargaining unit employees who apply for the position, assignment will be made on the basis of seniority, provided abilities and job performance are relatively equal in the judgment of the Employer, and subject to provider approval at the Medical Group. The Employer may consider an employee's discipline

within the past two years as a factor, but not the exclusive factor, when judging abilities and job performance. Nevertheless, disciplinary action shall not be considered if it is less than a written warning, and more than twelve months old, and there has been no further discipline during the 12-month period.

6.6.3 Return to previous job. In the event an employee assumes a new job through a transfer or promotion to a different classification within the bargaining unit, and the new job proves to be unsuitable for the employee as determined by the Employer or the employee, the employee may within thirty (30) days return without loss of seniority to his or her former position (including the employee's same pay and step level), if open, or to an equivalent open position for which he or she is qualified. The employee's former position may be kept open by written prearrangement with the manager.

6.6.4 Transfer to higher or lower paying classification.

a. Promotion to higher pay classification. An employee who is promoted from one classification to another shall be compensated at a step level in the higher classification that is at least \$.40 per hour above his or her previous rate.

b. Transfer to lower pay classification. An employee who transfers to a lower paying classification shall be compensated at the same step in the lower classification that the employee occupied in his or her former classification.

6.6.5 Frequency of transfers. No employee shall be allowed more than two (2) honored bids per twelve (12) month period, unless there is mutual agreement between the individual employee and the Employer.

6.7 Floating. Unless agreed otherwise between the Employer and the employees in a particular department, the Employer shall make float assignments to other departments in the following order: (1) qualified designated float employees; (2) qualified relief and temporary employees on duty; and (3) qualified regular employees in reverse order of seniority from the applicable department, except that new employees in their probationary period will not be floated during their first twenty-four (24) shifts worked. For purposes of float assignments, Patient Team Supports shall be considered to be in the same classification as CNAs unless the staffing needs of a department require otherwise.

ARTICLE 7

PART-TIME, RELIEF AND TEMPORARY EMPLOYEES

7.1 Part-time. A part-time employee is any employee who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a bi-weekly pay period (for 12-hour shift employees, less than 36 hours per week or 72 hours in a bi-weekly period).

7.2 Relief. Relief employees are those who work on an irregular or random basis and are compensated on an hourly basis for actual hours worked, by mutual agreement between the Employer and employee as set forth below.

7.2.1 Relief employees must provide, on a form provided by the Employer and at least fourteen (14) days in advance of posting of the schedule, a minimum of eight (8) shifts for which they are available to work. Each relief employee must work a minimum of six (6) shifts per month (four (4) shifts per month for employees working 12-hour shifts), including participation in weekend rotation up to a maximum of two (2) shifts on weekends, provided the work is available. Each relief employee will also be required to work at least one (1) holiday per year on a rotational basis with other employees. A scheduled shift that is cancelled shall count as a worked shift. Relief employees shall coordinate their availability with staffing needs. Relief employees who also hold a position in another classification of at least .5 FTE are exempt from these work requirements, provided that the Employer retains the right to remove an employee from a relief position if the employee does not maintain his or her skills in that position.

7.2.2. Relief employees who do not satisfy the foregoing requirements for two (2) months in a rolling six-month period may be subject to corrective action.

7.2.3 The Employer shall make available a list of all qualified relief employees for each unit or classification, including phone number(s). The list will be updated semi-annually.

7.2.4 Relief employees shall, where feasible, receive hours of work by seniority, provided skills and ability are relatively equal in the judgment of the Employer, and except where it is necessary to divide work among employees in relief status to maintain skills.

7.2.5 The Employer will consider a relief employee unavailable to work if there is no answer to a telephone call or if an answering device is in place, preventing acceptance of the work assignment. In this event, another relief employee will be contacted. The Employer will leave a message on an answering machine, if available, indicating date and time called. The Employer will document its efforts to contact relief employees.

7.3 **Temporary.** Temporary employees are those who are employed for purposes such as vacation fill-ins, sickness, leaves of absence or workload conditions. Such employment shall not exceed four (4) months' duration within a rolling 12-month period; if employment is to continue beyond this period of time, the employee's position will be treated in accordance with Section 6.6. The Employer, however, may extend the temporary employment period for up to an additional three (3) months upon notice and explanation to the Union of the basis for extension.

ARTICLE 8

ABSENCES WITH PAY

8.1 **Military Duty.** In accordance with federal law, the Employer shall grant a leave of absence with pay to any full-time employee, who has accrued at least twelve (12) months seniority, to attend annual active duty training in the service of the United States Armed Forces. To qualify for military duty pay, the employee must notify the Employer, in writing, in advance of taking such leave. Annual compensation for such duty will be up to the aggregate number of work days the employee ordinarily would be scheduled to work during a 14-day period, provided that the maximum payment shall be the difference between the employee's straight time pay and the amount of pay received for military duty for that period, provided the employee's pay is greater. Satisfactory evidence of actual time spent on military duty must be submitted to the Employer before payment will be made.

8.2 **Jury Duty.** An employee who is required to perform jury duty will be permitted the necessary time off to perform such service. For purposes of this provision, an employee on jury duty will be treated as if the employee were assigned to the day shift. If jury duty ends prior to the end of the day shift on the employee's scheduled day, the employee must contact his or her immediate supervisor or designee to discuss whether time remaining on the shift is sufficient to require a return to work that day. Any regularly scheduled full-time or part-time employee shall receive pay for serving on jury duty on the employee's scheduled days of work at the employee's base rate of pay, up to a maximum of six (6) weeks. Satisfactory evidence of actual time spent on jury duty must be submitted to the Employer before payment will be made.

8.3 **Bereavement Pay.** Following completion of the probationary period, an employee who has experienced the death of a significant person in the family life of the employee will be granted up to thirty-six (36) scheduled hours with pay. A significant person in the employee's family life shall be defined as parent, brother, sister, child, spouse, spousal equivalent, grandparent, grandchild or the in-law or step equivalent of parent, brother, sister or child, and any person for whom the employee assumes a legal guardianship role. All bereavement leave requests must be approved by the employee's supervisor prior to the leave. If additional time for the leave is necessary, the employee must request PTO for such additional time and obtain the supervisor's approval in advance. The supervisor has the right to require proof of death (i.e., a copy of the death certificate) from the employee.

ARTICLE 9
LEAVES OF ABSENCE

9.1 Educational Leave. After one (1) year of continuous service with the Employer, educational leave without pay up to twelve (12) months may be granted in order to pursue courses of study pertaining to the employee's work. Extensions may be granted upon approval by the Employer.

9.2 Family and Medical Leave. After one (1) year of continuous service with the Employer, an employee shall be eligible for up to twelve (12) weeks of unpaid family and medical leave during any twelve (12) month period consistent with the provisions of the federal Family and Medical Leave Act and applicable state law. The 12-month period shall be calculated in accordance with the Employer's policy as that policy may be amended from time to time.

9.2.1 In addition to the foregoing, an employee may request additional leave without pay for a period necessary for recovery from a serious illness, injury or disability. A request for leave of absence for this purpose shall be accompanied by the recommendation of a healthcare provider of the employee's choice. Provider approval is also required prior to return to work. In no event shall such leave, including the twelve (12) week period referenced above, exceed twelve (12) months.

9.2.2 In addition to the foregoing, leave without pay may be granted in special hardship cases for serious illness in the employee's immediate family, for an additional period not to exceed three (3) months.

9.3 Provisions Applicable to All Leaves.

9.3.1 Requests for leave. All leaves are to be requested by the employee in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply granting or denying the request shall be given by the Employer.

9.3.2 Effect on seniority or PTO. An authorized leave of absence shall not affect previous accumulated seniority or PTO. Subject to the requirements of federal and state law, seniority and PTO will cease to accumulate during such unpaid leave, provided that a leave taken for a period of thirty (30) days or less within an anniversary year shall not alter an employee's anniversary date of employment.

9.3.3 Use of PTO during leave. The employee will be required to take his or her accrued PTO (or, if applicable, extended illness bank hours) during a leave of absence. An employee who takes a family or medical leave greater than 30 days, however, will be allowed to leave up to 40 accrued hours remaining in his or her PTO bank, provided that the employee has notified the Employer prior to the commencement of leave of his/her desire to preserve the accrued hours. The number of hours of PTO used per week during the leave may not be less than the number of hours that the employee was regularly scheduled to work prior to taking the leave.

9.3.4 Required employee notification to H.R. It is required that any employee who is authorized a leave of absence check with the Human Resources Department (a) to make arrangements on employee benefits before the leave begins; and (b) to give confirmation of availability to return prior to the expiration date of the leave.

9.4 Return from Leave. The Employer will treat requests for extension of approved FMLA leaves on a case by case basis, depending on the employee's individual circumstances. Employees returning from other leaves of absence will have the right upon expiration of the approved leave to return without loss of seniority to their former position, if open, or to an equivalent open position for which they are qualified. The employee's former position may be kept open by written prearrangement with the manager. If no such position is open upon the employee's return, then the employee will have the same opportunity to be considered for vacant positions under Section 6.6.2 as other bargaining unit employees. Nothing in this Section shall deprive an employee covered by this Agreement from such rights to unpaid leave as are prescribed by state and federal law.

9.4.1 Disability leaves. Employees returning from a leave of absence due to disability shall present a written return to work authorization from a healthcare provider to Human Resources or designee (or to Employee Health Services, if returning from a leave covered by Worker's Compensation) stating that they are able to resume work and listing any work restrictions. The employee must be released to perform work duties essential to the job previously held before being placed on the work schedule.

9.4.2 Failure to return. Failure to return from a leave of absence as agreed, without an approved extension, shall be considered an automatic resignation.

ARTICLE 10
PAID TIME OFF

10.1 Accrual Rate. Each regular full time and part time employee shall accrue PTO as follows:

<u>Length of Service</u>	<u>Accrual Rate (full time equivalent)</u>
1 through 4 years	.09615 per hour (25 days per year)
5 through 9 years	.11539 per hour (30 days per year)
10 through 19 years	.13462 per hour (35 days per year)
20 or more years	.15385 per hour (40 days per year)

PTO will accrue from the date of hire; however, it may not be taken and will not be payable until after the completion of the probationary period. PTO accrued is based on the actual number of hours compensated. PTO shall not accrue on any more than 2,080 hours compensated in any employee's anniversary year.

Effective January 1, 2011:

Each regularly scheduled employee with an assigned FTE of .5 or above shall accrue PTO as follows:

<u>Year of Service</u>	<u>Accrual Rate (full time equivalent)</u>
1-4 (0-48 months)	.10385 per hour (27 days per year)
5-9 (49-108 months)	.11923 per hour (31 days per year)
10-14 (109-168 months)	.13846 per hour (36 days per year)
15-19 (169-228 months)	.14231 per hour (37 days per year)
20 (229 months) or more	.15385 per hour (40 days per year)

PTO will accrue from the date of hire. PTO accrued is based on the actual number of hours compensated. PTO shall not accrue on any more than 2,080 hours compensated in any employee's anniversary year.

10.2 Use of PTO. Employees are expected to schedule and take a minimum of forty (40) hours of PTO per year. PTO (or extended illness hours) must be used for all time off taken by an employee. An employee, however, may choose to take prescheduled time off without pay in lieu of PTO for personal convenience of four (4) hours or less in one day, not to exceed four (4) times per calendar year.

10.2.1 House convenience days. If an employee is required by the Employer to take a house convenience leave day, or volunteers to take a house convenience leave day required by the Employer, then the employee may choose to take time off without pay in lieu of PTO. A house convenience leave day includes holidays where employees who are otherwise regularly scheduled for that day are taken off the schedule.

10.3 Scheduling.

10.3.1 PTO will be scheduled by the Employer in accordance with work requirements and the operational needs of the particular unit. The Employer shall make scheduling information, including scheduled time off, easily accessible to employees in each department/classification. All employees requesting time off must submit the required paperwork to the department manager or designee. As part of their submittal, employees shall submit their current PTO balance and accrual rate.

10.3.2 PTO requests for the 12-month period commencing March 1 will not be accepted before January 1 of that calendar year. Requests for PTO received after January 1 and prior to March 1 for the 12-month period commencing March 1 will be based on seniority. However, requests for the timeframe of March 1-15 will be based on the earliest date of request, except that seniority will prevail in cases where requests are submitted on the same day.

10.3.3 Requests for PTO received on or after March 1 will be based on the earliest date of request, except that seniority will prevail in cases where requests are submitted on the same day.

10.3.4 Employees will receive notification as to the approval or denial of their PTO request within fourteen (14) days of the date the request is submitted, except that requests received between January 1 and March 1 for the 12-month period commencing March 1 shall be responded to by March 15, with the Employer being responsible for the scheduling of PTO relief.

10.3.5 An employee may have no more than three (3) pending or approved PTO requests on the books at any one time, with the exception of up to two (2) additional personal leaves (with PTO, or without PTO pursuant to Section 10.2) which shall not exceed one (1) day.

10.3.6 PTO in conjunction with a holiday will be granted on an equitable rotation basis among employees who have completed at least one year of employment with the Employer.

10.3.7 For employees who transfer to a different unit or a different job classification, managers shall make a good faith effort to honor previously approved PTO requests. Such requests, however, will not automatically be honored. Employees who apply for a position in a different unit or classification are responsible for notifying the manager of that unit during the application process of all previously approved PTO requests. In the event that the manager advises the employee that an approved PTO request could not be honored if the employee transferred to the unit, then the employee may choose either to withdraw his/her application or to proceed with the application process at the risk of having the previously approved PTO rescinded.

10.4 Holidays. If an employee is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day, the employee shall receive one and one half 1½ times the regular rate of pay (unless double time applies under Section 5.3.1) for all hours worked.

10.5 Cash Conversion. An employee may cash out up to the maximum number of unused hours of PTO that have accrued in the employee's PTO account during the calendar year, provided that (1) the employee makes an irrevocable election of such cashout during the last calendar quarter of the preceding year, and (2) the employee's PTO hours are not reduced below forty (40) hours. Such cashout will be paid either per pay period or in one lump sum in the month designated at the time of election, provided that the lump sum payment occurs after the PTO has accrued during the calendar year, and no later than December 31 of that year.

10.5.1 Employees not already receiving a cash payment pursuant to Section 10.5 may apply for a cash payment of a portion of accrued PTO in the case of financial hardship or unforeseeable emergency, as those terms are defined in the federal regulations. The cash payment will be limited to the maximum number of unused hours that have accrued in the employee's PTO account during the calendar year, provided that the employee's PTO hours may not be reduced below forty (40) hours.

10.6 Maximum Hours. PTO will not be carried over 600 hours, unless the Employer's denial of an employee's PTO request causes the employee to exceed the maximum, in which case PTO shall continue to accrue during each month that the PTO request is denied.

10.7 Termination Conversion. After successful completion of the probationary period, an employee whose employment terminates shall be entitled to payment for all accrued but unused PTO.

10.8 Extended Illness Bank. Sick leave hours accrued prior to July 1, 1984 will constitute an “Extended Illness Bank” for each employee. The Extended Illness Bank is separate from and is not to be used as PTO.

10.8.1 For illness or accident, the first two (2) consecutive scheduled working days missed are taken from the employee’s PTO accrual. Starting with the third consecutive scheduled working day, the sick leave hours retained in the employee’s “Extended Illness Bank” will be used to continue the employee’s regular pay. An illness or accident resulting in hospitalization or surgery, however, will be paid from the Extended Illness Bank from the first day.

10.8.2 Employees will be expected to indicate an illness and then indicate Extended Illness Bank (“EIB”) for subsequent continuous days beyond two (2) in order to assure adjustment to the Extended Illness Bank. If “EIB” is not indicated on the timecard, PTO hours will continue to be reduced.

ARTICLE 11

HEALTH AND WELFARE

11.1 FlexAbility.

11.1.1 All employees who are regularly scheduled to work at least twenty (20) hours per week are eligible to participate in the FlexAbility program offered by the Employer. Employees shall be offered benefit options, in accordance with the terms of the Employer’s program, with regard to medical plan, dental plan, vision plan, long-term disability coverage, life insurance coverage, AD&D insurance, and healthcare dependent care spending accounts.

11.1.2 For employees working at least sixty-four (64) hours per pay period, the Employer shall pay 100% of the cost of the In-Network medical plan premiums for employee-only coverage, and 82% of said premium amounts for any of the employee & dependent coverage tiers (i.e., employee + adult, employee + children, or family). For employees working at least forty (40) but less than sixty-four (64) hours per pay period, the Employer will pay 70% of the In-Network medical plan premiums at any coverage tier (including employee-only and any employee & dependent tier). To the extent that the premium costs of other medical insurance options exceed the In Network rates, the employee will be responsible for paying the cost of such difference.

11.1.3 The Employer shall pay 70% of the premium costs for the Dental Basic plan for all tiers of dental insurance coverage for all employees who are regularly scheduled to work at least sixty-four (64) hours per pay period, and will pay 50% of the premium costs for the Dental Basic plan for all tiers of dental insurance coverage for employees who are regularly scheduled to work at least forty (40) hours per pay period. To the extent that the premium costs of other dental insurance options exceed the Dental Basic rates, the employee will be responsible for paying the cost of such difference. Employees will be responsible for all premium contributions for vision coverage.

11.1.4 The benefits available under this section shall not be reduced unilaterally during the term of this Agreement. If the Employer contemplates any changes in insurance plan design benefits that would not make them substantially equivalent on an aggregate basis, the Employer shall notify the Union of the proposed changes and shall meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

11.1.5 At least three weeks prior to commencement of the annual open enrollment process, the Employer will provide the Union with a written explanation of healthcare costs on which projected increases for the next year are based.

11.2 Retirement Plans.

11.2.1 The Employer shall continue to offer to all eligible employees retirement benefits consisting of (1) base contributions and (2) matching contributions on the employees’ Tax Deferred Annuity (TDA) deposits.

11.2.2 Employees who have been continuously employed by the Employer and have at least one thousand (1,000) compensated hours in three (3) separate years of employment shall be eligible for base contributions.

11.2.3 The Employer shall continue to make available to all employees covered by this Agreement the opportunity to deposit a percentage of their pay in a TDA plan. Employees become eligible for matching contributions on their TDA deposits, in accordance with the terms of the plan, after six (6) months of continuous employment and four hundred (400) hours worked.

11.2.4 Any employee previously covered by the AUL-Valic plan shall retain benefits according to the provisions of that plan.

11.2.5 The benefits available under this section shall not be reduced unilaterally during the term of this Agreement. If the Employer contemplates any changes in said benefits that would constitute a reduction of benefits, the Employer shall notify the Union of the proposed changes and shall meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

ARTICLE 12

WORKER'S COMPENSATION

12.1 Eligibility. All employees shall be covered under Worker's Compensation Insurance in accordance with the standards established by the State of Washington, including the right to consult with a healthcare provider of the employee's choice.

12.2 Compensation. The day of injury shall be considered a work day and the employee shall receive his or her normal salary for hours scheduled. If additional time loss occurs, the injured employee shall be entitled to use, where available, accumulated PTO benefits and extended illness bank benefits in accordance with this Agreement for the interval between the day of injury and the first day of compensation under Worker's Compensation Insurance. In order to avoid double compensation in long-term situations, such compensation will be paid within thirty (30) days. The Employer will continue to provide medical insurance coverage during the term of recovery from the injury on a self-pay basis, except as provided by law.

12.3 Return to Work. When an injured employee has a proper release from the attending physician and can (in the judgment of the Employer) fully perform the duties of his or her assigned position, he or she may return to the previous position if it is still available. If it is not available, the Employer shall place the employee in a position of comparable job requirements and pay, provided that the return date is within twelve (12) months of the date of injury and that such a position is available.

12.4 Health and Safety Regulations. The Employer agrees to adhere to all applicable health, safety and WISHA regulations, such as providing all necessary safety devices, equipment and apparel necessary to be in compliance with said regulations.

ARTICLE 13
DISCIPLINE AND DISCHARGE

13.1 Notice. After completion of six (6) months of employment, full-time and part-time employees who are terminated shall receive at least two (2) weeks' written notice of termination of employment or two (2) weeks pay in lieu thereof, plus any accrued PTO. Employees who are terminated for just cause shall not be entitled to such notice or pay in lieu thereof. Full-time and part-time employees who are on the seniority list are to give two (2) weeks' written notice of intended resignation.

13.2 Just Cause. No employee shall be disciplined or discharged without just cause. The Employer agrees that progressive discipline should apply to those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Possible causes for immediate discharge include, but are not limited to, the following: improper treatment or discourtesy to patients and visitors; insubordination and disrespectful conduct to supervisors and others; sexual harassment or other forms of harassment of employees or customers; dishonesty; theft; violation of patient or employee confidentiality; intoxication or consuming alcoholic beverages or harmful drugs on the Employer's premises or while conducting the Employer's business; falsification of employment or personal history data.

13.3 Removal of Written Discipline. Upon request by the employee, written disciplinary notices will be removed from the employee's personnel file after two (2) years if there have been no further disciplinary occurrences during that 2-year period, with the following exceptions: (1) violations of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) co-worker abuse issues; or (4) theft or falsifying records. Such disciplinary notices shall remain in effect for a maximum of three (3) years for purposes of progressive discipline.

ARTICLE 14
STRIKES/LOCKOUTS

14.1 The Employer assures the Union that there will be no lockout and the Union likewise assures the Employer that there will be no authorization or sanction of any strike, sympathy strike, sit-down, slowdown, boycott, or other curtailment of work during the term of this Agreement, including any refusal to cross any other labor organization's picket line.

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 Definition of Grievance. A "grievance" shall consist of any dispute between an employee and the Employer that arises out of the employee's employment and involves the interpretation or application of any one or more provisions of this Agreement. The Union and the Employer encourage employees and their managers to make every effort to meet and discuss problems and to attempt to settle potential grievances at the earliest possible time. Grievances that do not have a reasonably arguable basis for stating a violation of this Agreement are expressly discouraged.

15.2 Procedure.

15.2.1 It is agreed that should any dispute arise between the parties as to the true interpretation or application of this Agreement, the same shall be processed only by recourse to the following successive steps: Except in cases of documented discipline, which may be initiated directly at Step One, the employee will first attempt to resolve the problem with the employee's immediate supervisor within twenty (20) days of the date the employee knew or should have known that a grievance exists. A discussion between the employee and the employee's immediate supervisor is a condition precedent to advancement of the grievance to Step One.

Step One: If the matter is not resolved through the attempted resolution set forth above, the employee shall, within thirty (30) days of the date the employee knew or should have known that a grievance exists, present the grievance in writing to Human Resources. Within ten (10) days thereafter, the employee and his or her director or designee shall confer at Step 1 in an attempt to resolve the grievance. Either party may request that a Union representative be present for the conference. The employee's director or designee shall issue a written reply within ten (10) days of the Step 1 meeting.

Step Two: If a satisfactory settlement is not reached at Step 1, the Union shall, within ten (10) days of the director's response, present the grievance in writing to the appropriate vice president or designee. The employee, Union representative and the vice president or designee (at a minimum) will meet within ten (10) days in an attempt to resolve the grievance. The vice president or designee shall issue a written reply to the Union and employee within ten (10) days following this meeting. Termination grievances and class action grievances shall be initiated at Step 2 within ten (10) days of the date that the affected or aggrieved employee(s) knew or should have known that a grievance exists.

Step Three: If the grievance is not resolved at Step 2, the grievance shall be referred, in writing, within ten (10) days of receiving the vice president's or designee's written response, to the Chief Executive Officer or designee. Thereafter, a meeting with the Chief Executive Officer or designee, the aggrieved employee and a Union representative shall occur. The Chief Executive Officer or designee shall render a written decision to the employee and the Union within ten (10) days following this meeting.

Step Four: If a satisfactory settlement is not reached within the ten (10) day period, the Union may within ten (10) days thereafter submit the matter for arbitration to the American Arbitration Association. An arbitrator will be selected following the procedures of the American Arbitration Association. The arbitrator shall render a decision as promptly as possible, and in any event, within thirty (30) days of case presentation. The decision of the arbitrator shall be final and binding on both parties.

15.2.2 Failure to present the grievance or to advance the grievance to the next step within the prescribed timelines shall render the grievance untimely and void.

15.2.3 The arbitrator shall have no power to change, alter, detract from or add to the provisions of the Agreement, but shall have the power only to apply and interpret the provisions of the Agreement in reaching a decision.

15.2.4 The arbitrator's fee and expenses and any incidental expenses shall be borne equally by both parties.

ARTICLE 16

UNION REPRESENTATIVES

16.1 Access to Premises. Duly authorized representatives of the Union shall have access to the Employer's premises during working hours for the purpose of investigating grievances arising out of the interpretation or application of this Agreement. Such entry shall at all times be subject to the established policy of the Employer applicable to nonemployees. The Union representative shall notify the Human Resources Director or designee at the time of such visits.

16.2 Transaction of Business. The transaction of any business by Union representatives, shop stewards or other agents shall be conducted in an appropriate location (i.e., areas other than patient care areas) and shall not interfere with the Employer's business or the work of employees. The transaction of Union business shall be on the employee's own time, except under the following circumstances where the employees have sought and obtained approval from their supervisors:

16.2.1 When the Employer or an employee calls in a shop steward during the steward's working hours, to be present for an investigative or disciplinary meeting; or

16.2.2 For time spent by a maximum of eight (8) employee representatives at monthly Labor Management Committee meetings, up to a maximum of two (2) hours per meeting.

After any such meeting referred to in paragraphs 16.2.1 and 16.2.2, employees will be allowed to return to work for the remainder of their shifts.

16.3 Union Leave. Subject to the employee's work unit operating requirements, Union members may be granted leave to perform work for the Union. More than one employee on such leave cannot be absent from the same unit at the same time. The employee shall be permitted during such absence to take time off without pay. Upon returning from Union leave, the employee shall be reassigned to his or her former position with no loss of seniority.

ARTICLE 17

GENERAL PROVISIONS

17.1 Past Practices. Any and all agreements, written and verbal, previously entered into by the Union and the Employer are canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Union or the Employer. Well established practices which affect the terms and conditions of employment of the bargaining unit, and which do not vary between individual departments or units, shall not be unilaterally reduced or discontinued by the Employer without first bargaining with the Union. For purposes of this paragraph, "well established" means that the practice is unequivocal and readily ascertainable as an established practice accepted by both the Union and the Employer over a reasonable period of time.

17.2 Safety Committee. The Employer shall provide for Safety Committee meetings on a regular basis and employees shall be allowed to bring safety and health concerns to the meeting and shall be given a written response.

17.3 Employee Participation Teams. The Employer agrees to have Union representation on any employee participation team or committee that the Employer establishes to study the quality of healthcare services, productivity, efficiency, enhancement of professional practices, staffing levels, cooperation between management and employees, and improved quality of the workplace, in areas affecting bargaining unit employees.

17.4 Merger of Classifications. The Employer agrees that it shall notify the Union of its intent to merge classifications or create new classifications, and shall meet, upon request, to negotiate within thirty (30) days of such notification the effects and consequences of such action, including new rates of pay, working conditions and any impact on existing employees. If an employee with at least two (2) years' seniority is displaced because of merger of classifications, the employee shall be placed in an available position of equivalent pay, hours, and shift for which the employee is qualified. If no such position is available, the employee will receive primary consideration for placement in an available bargaining unit position for which the employee is likely to qualify following a suitable period for training and orientation. An employee selected for a position in a merged classification shall be provided training by the Employer which is customary for the particular position in an effort to assure the employee is qualified to perform the work. If an incumbent employee selected for such a position does not demonstrate the ability to perform all the essential functions of the new position, the Employer shall either return the employee to his or her former position or, if that position is no longer available, shall seek to find another suitable position for the employee in accordance with the seniority provisions of this Agreement.

17.5 Substance Abuse Testing. An employee who has violated the Employer's Substance Free Workplace Policy shall pay the cost of each subsequent test.

17.6 Electronic Transmission. The Employer maintains the right to make documents available to bargaining unit employees by electronic access rather than paper distribution, provided the Employer furnishes to employees reasonable access, and notification of such access, to the documents.

17.7 Labor Management Committee. The Employer and the Union agree that a Labor Management Committee (LMC) shall be in place for the life of this Agreement. The LMC will meet on a monthly basis unless agreed otherwise. The purposes of the LMC are to address issues of concern, recommend processes, reach agreement and solutions, educate constituents, and coordinate communications to promote optimal labor/management relationships. The LMC shall be made up of bargaining unit employees selected by the bargaining unit and representatives of management. Bargaining unit employees shall be compensated in accordance with Section 16.2.2.

17.8 Savings Clause. Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void but all other provisions of this Agreement shall continue in full force and effect.

17.9 Training. Employees desiring training in a higher classification with their current department will be granted that training based on (1) seniority, (2) the Employer's need for cross-training, (3) qualifications and previous performance as judged by the department manager, and (4) the employee's desire to advance. Training opportunities will be posted within the department. Employees interested may make their request through the department manager. Employees may make a written request for training prior to the posting.

17.10 Subcontracting. Before subcontracting any work performed by employees in the bargaining unit (unless the subcontracting would have only a de minimis effect on bargaining unit employees), the Employer will provide the Union no less than thirty (30) calendar days' notice of its intent to subcontract the work, and will provide the Union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on bargaining unit employees.

17.11 Sale, Merger or Transfer. If the Employer enters into a sale, merger or transfer of ownership to another entity that affects employees of the bargaining unit, then the Employer will notify the Union at least ninety (90) calendar days in advance of the effective date of any such sale, merger or transfer of ownership. The Employer will also notify the other party involved in such transaction of the existence of this Agreement and of the Union's status as sole bargaining agent of the employees covered by this Agreement. The parties will work within the labor laws in effect at the time of the sale, merger or transfer of ownership.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall become effective on the date of ratification hereof, except where otherwise provided herein, and remain in full force and effect until September 30, 2013, and from year to year thereafter unless either party serves written notice of opening of the Agreement not more than one hundred twenty (120) days nor less than ninety (90) days prior to September 30, 2013, or prior to any subsequent anniversary date. Following such notice, this Agreement shall continue in effect as long as the parties remain in negotiations and until one of the parties serves written notice of termination of the Agreement.

Signed this _____ day of October, 2010.

PEACEHEALTH LOWER COLUMBIA REGION SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49

Rosanne Ponzetti, VP Mission Integration, Culture & People

Vickie Harris

Donna Iverson

Pat Johnson

Bridget Snider

Melanie Wolfe

Sarah Thompson, Internal Organizer

Ron Ruggiero, Executive Director

Appendix A

Appendix A

Pursuant to Section 5.1.1, the following minimum wage rates shall be in effect as of October 10, 2010 for employees in the following classifications:

	Job Title	Base	Step 1	Step 2	Step 3	Step 5	Step 6	Step 7	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 18	Step 20	Step 25	Step 30
1	FOOD SERVICE WORKER	12.06	12.27	12.49	12.70	12.93	13.15	13.38	13.62	13.86	14.10	14.34	14.60	14.85	15.11	15.45	15.80	16.15	16.52
2	FSW/CATERER	12.35	12.57	12.79	13.01	13.24	13.47	13.70	13.94	14.19	14.44	14.69	14.95	15.21	15.47	15.82	16.18	16.54	16.91
3	ENVRNMNTL SRVCS ATTNDNT I	13.31	13.54	13.78	14.02	14.27	14.52	14.77	15.03	15.29	15.56	15.83	16.11	16.39	16.68	17.05	17.44	17.83	18.23
4	TRANSPORTER	13.31	13.54	13.78	14.02	14.27	14.52	14.77	15.03	15.29	15.56	15.83	16.11	16.39	16.68	17.05	17.44	17.83	18.23
5	CENTRAL SUPPLY ASSISTANT	13.41	13.64	13.88	14.13	14.37	14.63	14.88	15.14	15.41	15.68	15.95	16.23	16.51	16.80	17.18	17.57	17.96	18.37
6	ANESTH ASSISTANT	13.41	13.64	13.88	14.13	14.37	14.63	14.88	15.14	15.41	15.68	15.95	16.23	16.51	16.80	17.18	17.57	17.96	18.37
7	PHARMACY ASSISTANT	13.41	13.64	13.88	14.13	14.37	14.63	14.88	15.14	15.41	15.68	15.95	16.23	16.51	16.80	17.18	17.57	17.96	18.37
8	CNA	13.51	13.75	13.99	14.23	14.48	14.73	14.99	15.25	15.52	15.79	16.07	16.35	16.64	16.93	17.31	17.70	18.10	18.50
9	STERILE PROCESSING ASST	13.81	14.05	14.30	14.55	14.80	15.06	15.32	15.59	15.87	16.14	16.43	16.71	17.01	17.30	17.69	18.09	18.50	18.91
10	RADIOLOGY CLERK	13.82	14.06	14.31	14.56	14.81	15.07	15.34	15.60	15.88	16.16	16.44	16.73	17.02	17.32	17.71	18.10	18.51	18.93
11	UNIT SECRETARY	13.90	14.14	14.39	14.64	14.90	15.16	15.42	15.69	15.97	16.25	16.53	16.82	17.12	17.42	17.81	18.21	18.62	19.04
12	PATIENT TEAM SUPPORT	13.90	14.14	14.39	14.64	14.90	15.16	15.42	15.69	15.97	16.25	16.53	16.82	17.12	17.42	17.81	18.21	18.62	19.04
13	EMERGENCY DEPT TECHNICIAN	13.90	14.14	14.39	14.64	14.90	15.16	15.42	15.69	15.97	16.25	16.53	16.82	17.12	17.42	17.81	18.21	18.62	19.04
14	SURGICAL SERVICES ASST	13.90	14.14	14.39	14.64	14.90	15.16	15.42	15.69	15.97	16.25	16.53	16.82	17.12	17.42	17.81	18.21	18.62	19.04
15	ENVRNMNTL SRVCS ATTNDNT II	14.14	14.39	14.64	14.90	15.16	15.42	15.69	15.97	16.25	16.53	16.82	17.11	17.41	17.72	18.12	18.52	18.94	19.37
16	STERILE PROCESSING TECH	14.23	14.48	14.73	14.99	15.25	15.52	15.79	16.07	16.35	16.63	16.93	17.22	17.52	17.83	18.23	18.64	19.06	19.49
17	DIETARY REPRESENTATIVE	14.47	14.72	14.98	15.24	15.51	15.78	16.06	16.34	16.62	16.92	17.21	17.51	17.82	18.13	18.54	18.96	19.38	19.82
18	COOK	14.56	14.81	15.07	15.34	15.61	15.88	16.16	16.44	16.73	17.02	17.32	17.62	17.93	18.24	18.65	19.07	19.50	19.94
19	ENDOSCOPY TECHNICIAN	14.56	14.81	15.07	15.34	15.61	15.88	16.16	16.44	16.73	17.02	17.32	17.62	17.93	18.24	18.65	19.07	19.50	19.94
20	MONITOR TECH	14.83	15.09	15.35	15.62	15.90	16.17	16.46	16.74	17.04	17.34	17.64	17.95	18.26	18.58	19.00	19.43	19.86	20.31
21	OBSTETRICAL TECHNICIAN	14.90	15.16	15.43	15.70	15.97	16.25	16.53	16.82	17.12	17.42	17.72	18.03	18.35	18.67	19.09	19.52	19.96	20.41
22	MEDICAL ASSISTANT	15.02	15.28	15.55	15.82	16.10	16.38	16.67	16.96	17.26	17.56	17.87	18.18	18.50	18.82	19.24	19.68	20.12	20.57
23	ANESTHESIA TECHNICIAN	15.25	15.52	15.79	16.06	16.35	16.63	16.92	17.22	17.52	17.83	18.14	18.46	18.78	19.11	19.54	19.98	20.43	20.89
24	PHARMACY TECH	15.68	15.95	16.23	16.52	16.81	17.10	17.40	17.70	18.01	18.33	18.65	18.98	19.31	19.65	20.09	20.54	21.00	21.48

Pursuant to Section 5.1.1, the following minimum wage rates shall be in effect as of October 9, 2011 for employees in the following classifications:

	Job Title	Base	Step 1	Step 2	Step 3	Step 5	Step 6	Step 7	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 18	Step 20	Step 25	Step 30
1	FOOD SERVICE WORKER	12.39	12.61	12.83	13.05	13.28	13.51	13.75	13.99	14.23	14.48	14.74	15.00	15.26	15.52	15.87	16.23	16.60	16.97
2	FSW/CATERER	12.69	12.91	13.14	13.37	13.60	13.84	14.08	14.33	14.58	14.83	15.09	15.36	15.63	15.90	16.26	16.62	17.00	17.38
3	ENVRNMNTL SRVCS ATTNDNT I	13.68	13.92	14.16	14.41	14.66	14.92	15.18	15.45	15.72	15.99	16.27	16.56	16.85	17.14	17.53	17.92	18.32	18.74
4	TRANSPORTER	13.68	13.92	14.16	14.41	14.66	14.92	15.18	15.45	15.72	15.99	16.27	16.56	16.85	17.14	17.53	17.92	18.32	18.74
5	CENTRAL SUPPLY ASSISTANT	13.78	14.02	14.27	14.52	14.77	15.03	15.29	15.56	15.83	16.11	16.39	16.68	16.97	17.27	17.65	18.05	18.46	18.87
6	ANESTH ASSISTANT	13.78	14.02	14.27	14.52	14.77	15.03	15.29	15.56	15.83	16.11	16.39	16.68	16.97	17.27	17.65	18.05	18.46	18.87
7	PHARMACY ASSISTANT	13.78	14.02	14.27	14.52	14.77	15.03	15.29	15.56	15.83	16.11	16.39	16.68	16.97	17.27	17.65	18.05	18.46	18.87
8	CNA	13.88	14.12	14.37	14.62	14.88	15.14	15.40	15.67	15.95	16.23	16.51	16.80	17.09	17.39	17.78	18.18	18.59	19.01
9	STERILE PROCESSING ASST	14.19	14.44	14.69	14.95	15.21	15.48	15.75	16.02	16.30	16.59	16.88	17.17	17.47	17.78	18.18	18.59	19.01	19.43
10	RADIOLOGY CLERK	14.20	14.45	14.70	14.96	15.22	15.49	15.76	16.03	16.31	16.60	16.89	17.19	17.49	17.79	18.19	18.60	19.02	19.45
11	UNIT SECRETARY	14.28	14.53	14.78	15.04	15.31	15.57	15.85	16.12	16.41	16.69	16.99	17.28	17.58	17.89	18.30	18.71	19.13	19.56
12	PATIENT TEAM SUPPORT	14.28	14.53	14.78	15.04	15.31	15.57	15.85	16.12	16.41	16.69	16.99	17.28	17.58	17.89	18.30	18.71	19.13	19.56
13	EMERGENCY DEPT TECHNICIAN	14.28	14.53	14.78	15.04	15.31	15.57	15.85	16.12	16.41	16.69	16.99	17.28	17.58	17.89	18.30	18.71	19.13	19.56
14	SURGICAL SERVICES ASST	14.28	14.53	14.78	15.04	15.31	15.57	15.85	16.12	16.41	16.69	16.99	17.28	17.58	17.89	18.30	18.71	19.13	19.56
15	ENVRNMNTL SRVCS ATTNDNT II	14.53	14.78	15.04	15.31	15.57	15.85	16.12	16.41	16.69	16.99	17.28	17.59	17.89	18.21	18.62	19.03	19.46	19.90
16	STERILE PROCESSING TECH	14.62	14.88	15.14	15.40	15.67	15.94	16.22	16.51	16.80	17.09	17.39	17.69	18.00	18.32	18.73	19.15	19.58	20.02
17	DIETARY REPRESENTATIVE	14.87	15.13	15.40	15.66	15.94	16.22	16.50	16.79	17.08	17.38	17.69	18.00	18.31	18.63	19.05	19.48	19.92	20.37
18	COOK	14.96	15.22	15.49	15.76	16.04	16.32	16.60	16.89	17.19	17.49	17.79	18.11	18.42	18.74	19.17	19.60	20.04	20.49
19	ENDOSCOPY TECHNICIAN	14.96	15.22	15.49	15.76	16.04	16.32	16.60	16.89	17.19	17.49	17.79	18.11	18.42	18.74	19.17	19.60	20.04	20.49
20	MONITOR TECH	15.24	15.51	15.78	16.05	16.34	16.62	16.91	17.21	17.51	17.82	18.13	18.44	18.77	19.10	19.53	19.96	20.41	20.87
21	OBSTETRICAL TECHNICIAN	15.31	15.58	15.85	16.13	16.41	16.70	16.99	17.29	17.59	17.90	18.21	18.53	18.85	19.18	19.61	20.06	20.51	20.97
22	MEDICAL ASSISTANT	15.43	15.70	15.97	16.25	16.54	16.83	17.12	17.42	17.73	18.04	18.35	18.67	19.00	19.33	19.77	20.21	20.67	21.13
23	ANESTHESIA TECHNICIAN	15.67	15.94	16.22	16.51	16.80	17.09	17.39	17.69	18.00	18.32	18.64	18.96	19.30	19.63	20.08	20.53	20.99	21.46
24	PHARMACY TECH	16.11	16.39	16.68	16.97	17.27	17.57	17.88	18.19	18.51	18.83	19.16	19.50	19.84	20.19	20.64	21.10	21.58	22.06

Pursuant to Section 5.1.1, the following minimum wage rates shall be in effect as of October 7, 2012 for employees in the following classifications:

	Job Title	Base	Step 1	Step 2	Step 3	Step 5	Step 6	Step 7	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 18	Step 20	Step 25	Step 30
1	FOOD SERVICE WORKER	12.76	12.98	13.21	13.44	13.68	13.92	14.16	14.41	14.66	14.92	15.18	15.44	15.71	15.99	16.35	16.72	17.09	17.48
2	FSW/CATERER	13.07	13.30	13.53	13.77	14.01	14.25	14.50	14.76	15.02	15.28	15.55	15.82	16.09	16.38	16.75	17.12	17.51	17.90
3	ENVRNMNTL SRVCS ATTNDNT I	14.09	14.34	14.59	14.84	15.10	15.37	15.64	15.91	16.19	16.47	16.76	17.05	17.35	17.65	18.05	18.46	18.87	19.30
4	TRANSPORTER	14.09	14.34	14.59	14.84	15.10	15.37	15.64	15.91	16.19	16.47	16.76	17.05	17.35	17.65	18.05	18.46	18.87	19.30
5	CENTRAL SUPPLY ASSISTANT	14.19	14.44	14.69	14.95	15.21	15.48	15.75	16.02	16.30	16.59	16.88	17.17	17.47	17.78	18.18	18.59	19.01	19.43
6	ANESTH ASSISTANT	14.19	14.44	14.69	14.95	15.21	15.48	15.75	16.02	16.30	16.59	16.88	17.17	17.47	17.78	18.18	18.59	19.01	19.43
7	PHARMACY ASSISTANT	14.19	14.44	14.69	14.95	15.21	15.48	15.75	16.02	16.30	16.59	16.88	17.17	17.47	17.78	18.18	18.59	19.01	19.43
8	CNA	14.30	14.55	14.80	15.06	15.33	15.60	15.87	16.15	16.43	16.72	17.01	17.31	17.61	17.92	18.32	18.73	19.15	19.59
9	STERILE PROCESSING ASST	14.62	14.88	15.14	15.40	15.67	15.94	16.22	16.51	16.80	17.09	17.39	17.69	18.00	18.32	18.73	19.15	19.58	20.02
10	RADIOLOGY CLERK	14.63	14.89	15.15	15.41	15.68	15.96	16.23	16.52	16.81	17.10	17.40	17.71	18.02	18.33	18.74	19.17	19.60	20.04
11	UNIT SECRETARY	14.71	14.97	15.23	15.50	15.77	16.04	16.32	16.61	16.90	17.20	17.50	17.80	18.11	18.43	18.85	19.27	19.70	20.15
12	PATIENT TEAM SUPPORT	14.71	14.97	15.23	15.50	15.77	16.04	16.32	16.61	16.90	17.20	17.50	17.80	18.11	18.43	18.85	19.27	19.70	20.15
13	EMERGENCY DEPT TECHNICIAN	14.71	14.97	15.23	15.50	15.77	16.04	16.32	16.61	16.90	17.20	17.50	17.80	18.11	18.43	18.85	19.27	19.70	20.15
14	SURGICAL SERVICES ASST	14.71	14.97	15.23	15.50	15.77	16.04	16.32	16.61	16.90	17.20	17.50	17.80	18.11	18.43	18.85	19.27	19.70	20.15
15	ENVRNMNTL SRVCS ATTNDNT II	14.97	15.23	15.50	15.77	16.05	16.33	16.61	16.90	17.20	17.50	17.81	18.12	18.43	18.76	19.18	19.61	20.05	20.50
16	STERILE PROCESSING TECH	15.06	15.32	15.59	15.86	16.14	16.42	16.71	17.00	17.30	17.60	17.91	18.23	18.55	18.87	19.29	19.73	20.17	20.63
17	DIETARY REPRESENTATIVE	15.32	15.59	15.86	16.14	16.42	16.71	17.00	17.30	17.60	17.91	18.22	18.54	18.87	19.20	19.63	20.07	20.52	20.98
18	COOK	15.41	15.68	15.95	16.23	16.52	16.81	17.10	17.40	17.70	18.01	18.33	18.65	18.98	19.31	19.74	20.19	20.64	21.11
19	ENDOSCOPY TECHNICIAN	15.41	15.68	15.95	16.23	16.52	16.81	17.10	17.40	17.70	18.01	18.33	18.65	18.98	19.31	19.74	20.19	20.64	21.11
20	MONITOR TECH	15.70	15.97	16.25	16.54	16.83	17.12	17.42	17.73	18.04	18.35	18.67	19.00	19.33	19.67	20.11	20.57	21.03	21.50
21	OBSTETRICAL TECHNICIAN	15.77	16.05	16.33	16.61	16.90	17.20	17.50	17.81	18.12	18.43	18.76	19.09	19.42	19.76	20.20	20.66	21.12	21.60
22	MEDICAL ASSISTANT	15.89	16.17	16.45	16.74	17.03	17.33	17.63	17.94	18.26	18.58	18.90	19.23	19.57	19.91	20.36	20.82	21.28	21.76
23	ANESTHESIA TECHNICIAN	16.14	16.42	16.71	17.00	17.30	17.60	17.91	18.22	18.54	18.87	19.20	19.53	19.88	20.22	20.68	21.14	21.62	22.11
24	PHARMACY TECH	16.59	16.88	17.18	17.48	17.78	18.09	18.41	18.73	19.06	19.39	19.73	20.08	20.43	20.79	21.25	21.73	22.22	22.72

MEMORANDUM OF UNDERSTANDING

Implementation of New Systems

The parties acknowledge that the Employer intends to implement an automated Kronos software system and a new Lawson information technology system during the life of the parties' Agreement. The Employer is seeking to assure that these systems have compatibility with each provision of the parties' Agreement. The parties agree that if, notwithstanding these efforts, any incompatibility with a specific provision of the Agreement is discovered at or after implementation of either system, the Employer will notify the Union in writing. Following such notification, the parties will meet and confer as to how to resolve the incompatibility within the capabilities of the new system. Any changes to the parties' Agreement shall be in writing and by mutual agreement.

PEACEHEALTH LOWER
COLUMBIA REGION

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 49

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Limitations on Mandatory Overtime

The Employer and the Union hereby agree as follows:

1. Scope of application. The term "Employee," as used throughout this memorandum, shall apply exclusively to bargaining unit employees employed in the Medical Center in the classifications of CNA, Patient Team Support and Monitor Tech. No other bargaining unit classification is covered by this memorandum.
2. Limitation on mandatory overtime. Subject to the time limitations in Paragraph 5, and except as referenced in Paragraph 3 below, no Employee who is scheduled to work a 12-hour shift will be required to work more than one (1) hour beyond the shift.
3. Exceptions. The terms of Paragraph 2 do not apply to mandatory overtime that occurs:
 - a. Because of unforeseeable emergent circumstances;
 - b. Because of prescheduled on-call time;
 - c. When the Employer documents that it has used reasonable efforts to obtain staffing on a voluntary basis; or
 - d. When an Employee is required to work overtime to assist in completing a patient care procedure, and it would be detrimental to the patient if the Employee left.
4. Reasonable efforts. Reasonable efforts, as used in Paragraph 3 above, include seeking qualified volunteers, contacting staff who have volunteered, and seeking the use of qualified relief staff. The Employer shall document these efforts.
 - a. The reasonable efforts exception applies when unexpected staffing shortages occur, including shortages due to (1) unanticipated increases in census that demand additional staffing, (2) exceptional staffing requirements (e.g., 1:1 staffing) that have recently emerged, or (3) same-day sick call or other unanticipated absences.
 - b. The reasonable efforts exception does not apply to overtime work that is used to fill vacancies resulting from chronic staff shortages. Accordingly, the reasonable efforts exception may not be used to staff for (1) unfilled positions resulting in holes in the schedule, (2) anticipated gaps in the schedule due to scheduled absences, or (3) frequently recurring increases in census that make the scheduled complement of Employees inadequate.
5. Duration. The provisions of this memorandum will remain in effect through September 30, 2013, at which time they will be discontinued.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49

PEACEHEALTH LOWER
COLUMBIA REGION

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Understandings Pertaining to PeaceHealth Laboratories Bargaining Unit

PeaceHealth Lower Columbia Region (“Employer”) and SEIU Local 49 (“Union”), in recognition that the laboratory assistants employed by PeaceHealth Laboratories (“PHL”) and located in the Lower Columbia Region represent a separate bargaining unit represented by the Union, hereby agree to the following:

1. PTO. Members of the PHL bargaining unit who transfer from PHL to a position in the Employer’s bargaining unit will carry over to their new employment the full amount of their accrued PTO balance at PHL at the time of transfer. Managers will make a good faith effort to honor previously accrued PTO requests of these individuals in the same manner that employees of the Employer receive such consideration under Section 10.3.7 of the parties’ Agreement.
2. Work stoppages. In the event of a work stoppage conducted on behalf of the PHL bargaining unit represented by the Union, the Employer will not require bargaining unit employees to perform duties other than those normally performed by the employees in their respective positions. In all other respects the language of Article 14 will apply to any such work stoppage.
3. Union stewards. The provisions of Section 16.2 apply exclusively to members of this bargaining unit. In the event that services are sought of a Union steward employed by the Employer for the transaction of business within the PHL bargaining unit, the Union steward may seek to be granted leave to perform such services pursuant to Section 16.3. In addition, for the duration of this Agreement, if the services of the current chief steward as of July 1, 2010 in her capacity as Union steward are sought for the transaction of business under Section 16.2 within the PHL bargaining unit, she will be released for the meeting in accordance with the provisions of Section 16.2 if it occurs during scheduled work hours.
4. Filling of vacancies. When filling vacancies in the bargaining unit, the Employer will consider qualified employees in the PHL bargaining unit prior to considering outside applicants within the parameters of Sections 6.6.1 and 6.6.2. Accordingly, the order of consideration will be (1) employees of this bargaining unit, (2) PHL bargaining unit employees, and (3) outside applicants.
5. Status of transferring employees. Members of the PHL bargaining unit who transfer from PHL to a position in the Employer’s bargaining unit will not be deemed to be in a probationary status pursuant to Section 6.1. They will be subject to the same 30-day period for assessing suitability that applies to existing employees under Section 6.6.3. Similarly, members of this bargaining unit who transfer to a position in the PHL bargaining unit will be subject to the same opportunity to return provisions of Section 6.6.3 as members who transfer within this bargaining unit. Members of the PHL bargaining unit who transfer from PHL to a position in the Employer’s bargaining unit will, upon hire, be credited with all seniority previously recognized at PHL.
6. Workforce reductions. Bargaining unit employees who transferred from employment at PHLCR to employment at PHL on or about December 20, 2009, and who thereafter are subject to a workforce reduction at PHL in accordance with its procedures, will receive preferential treatment over employees of this bargaining unit for purposes of filling any posted job vacancy in the bargaining unit for which they are qualified as of the date of layoff. If placement does not occur as a result of such preferential treatment, then the individual will have the right to bump the least senior employee in a position of equivalent or lesser FTE for which the individual has the necessary skills and ability to perform the work required within a training period of two (2) weeks.
7. Labor Management Committee. A representative from management and a representative of the bargaining unit

from the labor-management committee of PHL will be invited to attend those portions of the Labor Management Committee meetings for this bargaining unit that address information and issues that apply equally to the PHL laboratory assistants.

8. Employee participation teams. Members of the PHL bargaining unit will be included among stakeholders invited to participate on any employee participation team established for the purposes identified in Section 17.3 and addressing issues affecting PHL bargaining unit members.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49

PEACEHEALTH LOWER
COLUMBIA REGION

By: _____

By: _____

Date: _____

By: _____

MEMORANDUM OF UNDERSTANDING

Project Search

1. PeaceHealth Lower Columbia Region (“Employer”) and SEIU Local 49 (“Union”) recognize Project Search as a valuable program that helps to provide employment opportunities and access to benefits for persons with developmental disabilities. The program supports the core values of individual dignity and worth, social justice and collaboration. It is also consistent with the parties’ commitment in Section 3.1 of their Agreement to nondiscrimination on the basis of disability and to the accommodation of employees with disabilities.

2. The Employer and the Union will work collaboratively to provide information to address cultural barriers and misinformation that limits the acceptance of individuals with developmental disabilities in the workplace.

3. The parties agree that a limited number of positions in the bargaining unit may be posted as Project Search positions. Eligibility for these positions will, notwithstanding the language of Section 6.6 of the parties’ Agreement, be limited to employees or applicants who are qualified as Project Search candidates.

4. The parties further agree that an employee hired into a Project Search position will not, for the duration of the employee’s orientation period as a new hire, be subject to a temporary reduction in hours under Section 6.3 of the Agreement. The provisions under Section 10.2.1 of the parties’ Agreement regarding House Convenience (HC) will apply.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49

PEACEHEALTH LOWER
COLUMBIA REGION

By: _____

By: _____

Date: _____

Date: _____