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OPEIU LOCALS 8 AND 23

Collective Bargaining Agreement
between
Group Health Cooperative
and
Office and Professional Employees
International Union
Local Nos. 8 and 23, AFL-CIO

For the Period of August 20, 2005 through March 31, 2009



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AGREEMENT

By and Between

GROUP HEALTH COOPERATIVE

and

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NOS. 8 AND 23, AFL-CIO

August 20, 2005 through March 31, 2009

This Agreement is made and entered into by and between Group Health Cooperative, hereinafter referred to as the "Employer," and Office and Professional Employees International Union Local Nos. 8 and 23, AFL-CIO, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

ARTICLE 1

RECOGNITION

<u>Section 1.01</u> The Employer recognizes the Union as the exclusive bargaining representative for all employees located at all present and future medical facility locations designated by the classifications set forth in the attached schedule; excluding supervisors as defined by the National Labor Relations Act.

<u>Section 1.02</u> An employee shall be excluded from the provisions of this Agreement when the Union and Employer mutually agree that the employee is in a confidential position. Positions presently excluded include: Secretary to the Board of Trustees, Personnel Secretaries, Personnel Interviewer, Administrative Secretaries, Consumer Relations Counselor and Medical Staff Secretaries

Section 1.03 New Job Classifications:

- (a) The Employer shall notify the Union of any future job classifications(s) appropriate to the bargaining unit. It is not the Employer's policy to establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit. (See attached Letter of Understanding)
- (b) The Employer will notify the Union in writing when new job classifications that include work performed by bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions.

Such written notice will be provided to the Union within ninety (90) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications.

ARTICLE 2

<u>UNION MEMBERSHIP - AUTHORIZED DEDUCTIONS</u>

Section 2.01 Union Membership. All regular full-time employees and all regular part-time employees shall make application to join the Union thirty-one (31) days following the date of employment or thirty-one (31) days following the date of the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has been suspended for failure to tender monthly dues or agency fees, or initiation fees, the Employer will terminate such employee if the employee is then not in good standing in the Union. All temporary employees shall apply to the Union for a work permit within fifteen (15) working days from date of employment. Upon expiration of the ninety (90) calendar day work permit, employees shall become members of the Union and maintain their membership in good standing for the duration of this Agreement.

Section 2.02 Authorized Deductions. The Employer will deduct an amount equal to the Union's fee, uniform monthly dues or agency fees, or work permit fee from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. This Agreement shall apply to initiation fees and Union dues deductions only and shall not include deductions for other Union fees. Dues or agency fee deductions will be transmitted to the Union (Locals No. 8 and 23) by check payable to its order on or before the twentieth (20th) of each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues or agency fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Section 2.03 Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union on a semi-annual basis in January and July.

ARTICLE 3

NON-DISCRIMINATION

<u>Section 3.01 Non-Discrimination.</u> Employer and Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination.

<u>Section 3.02</u> No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. There shall be no discrimination against any employee because of sexual orientation.

<u>Section 3.03</u> The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity to that performed by men, the same rate of pay shall prevail.

ARTICLE 4

. <u>UNION BUSINESS</u>

Section 4.01(a) Union Access. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union Representative first gives the Employer reasonable prior notice of the intended visit and that no undue interference with the work of the employees or the proper operation of the Employer shall result.

<u>Section 4.01(b)</u> New Employee Orientation. An agenda item in the New Employee Orientation will accommodate represented employees meeting with a representative of their Union. The Employer shall provide the Union with a schedule of orientations at least once a year in January and whenever the schedule changes.

New employees will receive orientation on paid time; the Union representative will not be paid for his/her time. Information packets from the appropriate OPEIU Local shall be made available to employees upon hire into the bargaining unit.

<u>Section 4.02 Shop Stewards</u>. The Union shall have the right to designate a reasonable number of shop stewards. The Union shall notify the Employer of the names of all shop stewards.

The parties acknowledge the general proposition that Union business performed by Union stewards, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union steward will be allowed a reasonable amount of time during

working hours to perform such functions, except that such activity shall not take precedence over normal job duties or the requirements of patient care.

<u>Section 4.03 Bulletin Boards</u>. The Union will be allowed the use of bulletin board space for the purpose of posting union notices relating to general union activity.

<u>Section 4.04 Rosters.</u> The Employer shall supply to the Union monthly a list on disk or by e-mail of all employees covered by this Agreement including their classification, department, rate of pay and gross pay, hours worked, FTE status, starting date, date of birth, social security number and shift. Each month the Employer shall also transmit a list of new hires for the previous and current month, their addresses, classifications, pay grade, date of hire and social security number. With this list, the Employer will include the names of all employees who have terminated during the month.

ARTICLE 5

RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

Section 5.01 Management Rights. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the health care cooperative including, but not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work or other legitimate business reasons; to recall employees; to require reasonable overtime work of employees; to promulgate work rules, regulations and personnel policies; provided that, such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

Section 5.02(a) Subcontracting. Subcontracting that would result in the loss of regular hours of work currently performed by bargaining unit employees will be discussed with the Union as part of the planning process. At least thirty (30) days prior to reaching a final determination to subcontract services that would result in the loss of regular hours of work currently performed by bargaining unit employees, the Employer agrees to: 1) provide the Union with documentation of the need, financial impact, affected work and employees and other factors: 2) the Employer agrees to meet with the Union to discuss the assessments and consider the feasibility of creating and/or implementing alternatives to the subcontracting that would satisfy its primary business objectives.

Section 5.02(b) Subcontracting. This agreement to meet for purposes of further review and consideration of alternatives is not intended to create a duty to bargain that would otherwise not be required nor to waive a duty to bargain that would otherwise exist. Such discussions will be concluded within thirty (30) calendar days from the date Group Health advises the Union and provides documentation about a decision to subcontract that is likely.

Section 5.02(c) Subcontracting. In the event the Employer decides to contract out a service which will result in the layoff of bargaining unit employees, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the Collective Bargaining Agreement, e.g., voluntary severance, the involuntary layoff process. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority/tenure, sick leave and pension.

ARTICLE 6

DEFINITIONS

Section 6.01 Probationary Employee. Any employee who has been hired for regular employment shall be considered a probationary employee during the first six (6) calendar months of continuous employment. During the probationary period, employees may be discharged without cause and without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

<u>Section 6.02 Regular Employee</u>. A regular employee, so classified on the Employer's payroll records, is one who is assigned duties associated with a position recognized under this Collective Bargaining Agreement and identified with the Employer's regular organization.

<u>Section 6.03</u> Regular Full-time Employee. A regular full-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week.

Section 6.04 Regular Part-time Employee. A regular part-time employee is one who in the performance of assigned job duties normally works a regular continuing schedule of less than forty (40) hours per week. Except as specifically provided herein, regular part-time employees shall be entitled to the fringe benefits specified in the Agreement on a pro rata basis for all hours paid in a regular job assignment. The temporary premium shall be paid for all hours worked in a temporary job assignment outside the employee's regular work department.

Regular part-time employees who work in their assigned work unit beyond their assigned FTE consistently for six (6) or more consecutive months may submit a written request to their supervisor for an adjustment to their FTE to reflect the

average of the hours worked beyond their assigned FTE during the previous six (6) months, but not to exceed 1.0 FTE. Adjustments will be implemented at the commencement of the pay period following the 30th day after receipt of an employee's request; provided the employees submit notice of their intention to request adjustments at least ninety (90) days prior to the end of the six (6) month period. In the event the employees do not provide timely notice of intention, any adjustments will occur within three (3) months after the dates such notices are received.

Section 6.05 Temporary Employees. A temporary employee is one who is hired to work on an intermittent/on call basis, as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment which does not extend beyond three (3) calendar months. Temporary employees will not be regularly utilized to fill regular positions beyond three (3) calendar months with the following exceptions:

- (a) Temporary employees hired to replace a regular employee on PTO or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the Employer in writing of this temporary status when hired.
- (b) Temporary employees hired specifically for vacation relief and students working during vacation breaks or on a bona fide training program. The Employer will obtain the Union's consent prior to its participation in any training programs. Such consent will not be unreasonably withheld.
- (c) Temporary employees hired specifically for a project or for training needs for current employees or when it is known that a vacant regular position is going to be eliminated provided the Employer notifies the Union in advance.

If after three (3) calendar months a position filled by a temporary employee is determined to be a regular position or an employee on leave of absence fails to return to a regular position filled by a temporary employee, the affected position shall be posted and filled through the provision of the job posting procedure, Section 7.02.

Temporary employees shall be subject to the Union security provisions of Section 2.02 and shall be subject to the appropriate work permit fees.

Section 6.06 Lead. A lead is one who is assigned extra administrative responsibilities as defined by management but does not have supervisory authority as defined by the National Labor Relations Act. Key supervisory responsibilities include hiring, firing, discipline and evaluating employee performance, as clarified in the GHC memo of January 10, 1997.

ARTICLE 7

EMPLOYMENT PRACTICES

Section 7.01 Hiring. The Employer agrees to notify the Union and designated shop stewards of regular job openings occurring in the classifications covered by this Agreement and for which the Employer desires to recruit replacement personnel. If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever. Seniority shall be the determining factor in regular job openings where such factors as skill, competence and ability are substantially equal.

Section 7.02 Job Posting Procedure. A notice of each regular job opening shall be posted on the Employer's electronic job search system by the Human Resources Department, for seventy-two (72) hours excluding holidays and weekends unless circumstances require immediate replacement. Each job posting shall include job title, classification group, hours and qualifications. Applications for each specific posted position must be submitted on-line to the Human Resources Department. Applications for transfer to future openings that may occur during an employee's vacation period may be submitted to the Human Resources Department for consideration during the employee's vacation. The Employer shall not fill the position during the required posting period.

Transfer opportunities from one shift to another on the same work unit/department or an initial transfer to a vacant position in a work unit/department shall be made available to all employees within the affected department/work unit on bulletin boards within the department and by general online job postings. Such internal transfer opportunities shall be posted within the affected department for forty-eight (48) hours excluding holidays and weekends prior to a general job posting.

Upon being selected for a new position, the employee shall be ineligible for other job openings for a period of six (6) months from starting in the position, unless otherwise agreed to by the Employer and such decision shall not be made arbitrarily or capriciously. Employees who apply but are not selected for a posted position will be notified by the Employer. Upon request by an employee, the Employer will notify the employee in writing of the reason the employee was not selected for the position.

Section 7.03 Notice of Termination. Regular employees shall be entitled to two (2) weeks' notice of termination or pay in lieu thereof plus any accrued PTO, except the Employer shall not be required to comply with the provisions of this section in cases of discharge for just cause.

<u>Section 7.04(a)</u> <u>Systems Change</u>. Where positions have been abolished because of a systems change, all possible consideration will be given to transfer employees to comparable jobs in the Cooperative in accordance with Article 8. Furthermore,

every consideration will be given, whenever practical and feasible, to train qualified employees by seniority for new positions created by a systems change.

Section 7.04(b) Systems Change. An employee whose job has undergone substantial change resulting in a decline in work performance from satisfactory levels to unsatisfactory levels may request and receive a written performance improvement plan. Additional on-the-job training may be provided if appropriate in the judgment of the Employer. Alternately, the employee shall be permitted to transfer to temporary status and shall then be eligible to apply for any vacant position for which the employee is qualified. The employee shall be responsible for identifying and applying for such vacancies.

<u>Section 7.05 Voluntary Resignation</u>. Regular employees shall be required to give two (2) weeks' written notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation pay.

Section 7.06(a) Discipline. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions. Employees shall be given an opportunity to read, sign and answer all letters of warning or performance evaluations before placement of such material into their personnel file. Disciplinary warnings shall be issued in private. Supervisors should inform the employee that a warning is being given. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two (2) working days thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action taken. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. Upon request by the employee, the Union will be notified of all warning letters.

If an investigatory interview does not result in disciplinary action, the employee shall be informed of this decision within fifteen (15) working days from the date of the investigatory meeting.

<u>Section 7.06(b)</u> <u>Discipline or Discharge for Just Cause</u>. No regular employee shall be disciplined or discharged except for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge or within three (3) working days thereafter.

<u>Section 7.06(c)</u> Formal verbal and written warning disciplinary notices that are older than twenty-four (24) months shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions.

<u>Section 7.07 Personnel Files</u>. Employees may review their personnel file upon request after at least one (1) hour advance notice to the Human Resources Division.

<u>Section 7.08 Volunteers</u>. The Employer agrees to limit the use of volunteers so as not to undermine the integrity of the Union's bargaining unit.

Section 7.09 Performance Appraisal. The Employer will maintain a performance appraisal system. Where appropriate and/or practical, it will be the goal of the Employer to conduct employee appraisals annually. Each employee shall have an opportunity to review and make comments on the performance appraisals. Employees shall be required to sign written performance appraisals signifying receipt of the appraisal. A copy of the completed appraisal will be given to the employee upon request. An employee who has not received a performance appraisal for a period of eighteen (18) months or more may request an appraisal from the immediate supervisor. The supervisor will conduct the performance appraisal within forty-five (45) days of such request. (See attached Letter of Understanding.)

ARTICLE 8

SENIORITY, LAYOFF, RECALL

Section 8.01 Seniority. Seniority shall mean an employee's continuous length of service within the bargaining unit from most recent date of regular hire. Seniority shall not apply until the employee has completed the required six (6) month probationary period for employees hired after ratification of this Agreement. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire. Regular employees who transfer to regular jobs outside the bargaining unit and return to the bargaining unit without a break in continuous regular employment with the Employer shall not lose previously accrued seniority within the bargaining unit. Previous seniority shall not be considered in the application process over other employees currently in the bargaining unit.

Section 8.02 In General. Seniority shall be the determining factor in layoff and recall from layoff, unit-wide re-bidding and position reassignment within a defined work unit resulting from layoff, transfers, shift changes, promotions and regular job openings where such factors as skill, competence and ability are substantially equal. Vacations shall be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during any particular week. The Employer shall be the judge as to the qualifications and competence of its employees but such judgment shall be fairly and reasonably exercised, except that the Union may challenge any decision reached by the Employer.

An employee's benefit date shall be determined by an employee's continuous years of service within a regular position at Group Health Cooperative and shall determine vacation accrual and retirement benefits.

<u>Section 8.03 Temporary Employees</u>. Length of service with the Employer shall be a primary consideration when temporary employees apply for regular positions

providing skill, competence, ability and experience is substantially equal to that of other applicants.

<u>Section 8.04 Definitions of Terms</u>. The terms used in this Agreement are explained below.

<u>Section 8.04(a)</u> <u>Qualified</u>. The term "qualified" shall mean the employee's skills, competency and ability to independently (where appropriate), efficiently and reliably perform the responsibilities of a particular position within the time period normally expected of an employee new to the position. In determining whether a person is qualified, the relative demonstrated skill, competence, ability and dependability will be criteria to be considered in the selection process.

The Employer shall be the sole judge of the qualifications and competence of its employees, but such judgment shall be fairly and reasonably exercised. In determining whether to layoff a more senior over less senior employee under Section 8.08 to restrict the re-bidding under Section 8.04(d) or reassignment under Section 8.04(e) that might otherwise occur based on seniority, an employee will not be disqualified solely because the employee may, in the Employer's judgment, require up to four weeks orientation, which may include some skill enhancement.

For purposes of exercising layoff options under Section 8.07(a), an employee will be considered eligible for a vacant position or to select a position from the Low Senior Job Roster, if in the Employer's judgment, the employee can become oriented, which may include some skill enhancement, to the vacant position or the position on the Low Senior Job Roster within four (4) weeks. If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee will be subject to layoff with recall rights without further notice.

<u>Section 8.04(b)</u> Work Unit. The term work unit means the work group, department and/or facility within which a layoff takes place. Exceptions to the Employer's identified work units may be established by mutual agreement between the Employer and the Union. When there is a question about the definition of a work unit, the criteria which will be consistently used in making the determination of the appropriate work unit will include: common supervision, group coverage of PTO and EIB relief, same budget code, similar work units previously defined within the Cooperative and similarity in pattern of shifts/hours of operation. Additional factors may be considered in determining the appropriate work unit.

<u>Section 8.04(c)</u> <u>Qualifying Hours Reduction</u>. Qualifying hours reduction means an involuntary reduction of hours that entitles the employee to exercise the options under Section 8.09 (Hours Reduction).

<u>Section 8.04(d)</u> <u>Unit-wide Re-bidding</u>. Unit-wide re-bidding occurs when the positions remaining within a work unit after a layoff or a qualifying hours reduction are re-bid among remaining employees in order of seniority, providing the employees are qualified to fill the particular position for which they bid.

For purposes of determining whether a unit-wide re-bidding is triggered, the status of each position assigned a specific position number and occupied by a regular or probationary employee will be compared to what the status of the specific position will be after implementation of a layoff and/or hours reduction. If the required number of positions are to be eliminated and/or subject to a qualifying hours reduction, unit-wide re-bidding is triggered.

A unit-wide re-bidding shall be triggered whenever the following criteria are met:

On a work unit of ten (10) or fewer regular employees in the job classification when there are two (2) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

On a work unit of eleven (11) to nineteen (19) regular employees in the job classification when there are three (3) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

On a work unit of twenty (20) or more regular employees in the job classification when there are four (4) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

Limitation on employee position selection: During unit-wide re-bidding, an employee may not select a position that increases their currently assigned FTE in the work unit by more than .2 FTE, unless no other position in the work unit is available.

Section 8.04(e) Position Reassignment. The term position reassignment means the reassignment of one or more employees whose positions have been eliminated as a result of a layoff within the work unit to available positions within the unit. A position reassignment applies when the criteria for unit-wide re-bidding under Section 8.04(d) are not satisfied. Employees whose positions have been eliminated will be reassigned in order of seniority to the positions of employees subject to layoff, providing the employee is qualified, and after asking for employee preference.

<u>Section 8.04(f) Comparable Vacancy/Position</u>. For purposes of this Agreement, "comparable" shall be defined to include the following:

- (1) Same classification.
- (2) Similar shift, which shall be defined as a change of two (2) hours or less in the employee's previous starting time.
- (3) Similar FTE, which shall be defined as a change of .2 FTE or less in an employee's previously assigned FTE status.

- (4) Similar geographic location as follows:
 - (a) Northgate, Lynnwood, Capitol Hill Campus, Downtown, Rainier, Community Health/Long-Term Care (CH/LTC), Met Park, Administrative Conference Center (ACC).
 - (b) Burien, Renton, Federal Way, Springbrook, Capitol Hill Campus, Met Park, Downtown, ACC, CH/LTC, Kent, Administrative Operations Center (AOC).
 - (c) Olympia, Tacoma South, GHC Medical Center Tacoma, Federal Way, Puyallup.
 - (d) Lynnwood, Northshore, Redmond Campus, Factoria, Bellevue Campus.
 - (e) Bellevue Campus, Everett, Northshore, Lynnwood, Redmond Campus, Northgate.
 - (f) Silverdale, Port Orchard, Bremerton, Poulsbo.

Section 8.04(g) Initially Subject to Layoff. This term is used to define the size of the Low Senior Job Roster under Section 8.04(h). The number of employees initially subject to layoff is determined by counting the number of remaining occupied positions eliminated or subject to a qualifying hours reduction in a work unit after the solicitation of volunteers and immediately prior to either unit-wide rebidding or position reassignment.

<u>Section 8.04(h)</u> <u>Low Senior Job Roster</u>. The Low Senior Job Roster shall be a listing of the jobs held by the least senior employees in a job classification Coopwide as follows:

- (1) For classifications where all employees work in one location the Low Senior Job Roster will consist of the job held by the least senior employee in the classification or the number of employees in the job classification initially subject to involuntary layoff, whichever is greater.
- (2) For classifications where there are ten (10) or fewer regular employees, the Low Senior Job Roster will consist of the jobs held by the two (2) least senior employees in the classification or the number of employees in the job classification initially subject to involuntary layoff, whichever is greater.
- (3) For classifications where there are eleven (11) to fifty (50) regular employees, the Low Senior Job Roster will consist of the jobs held by the four (4) least senior employees in the classification or the number of employees in the job classification initially subject to involuntary layoff, whichever is greater.

(4) For classifications where there are fifty-one (51) or more regular employees, the Low Senior Job Roster will consist of the jobs held by the fifteen (15) least senior employees in the classification or the number of employees in the job classification initially subject to involuntary layoff, whichever is greater.

In the event a low senior employee holds more than one regular position, each position will be counted toward satisfying the total number required for the particular Low Senior Job Roster. For example, in a classification with twenty (20) regular employees, if one of the three (3) least senior employees holds two (2) regular positions, the minimum Low Senior Job Roster (four positions) would be the regular positions held by the three (3) least senior employees in the job classification.

Section 8.04(i) Job Classification. The term job classification shall mean the job titles as listed in the Wage Schedule under each pay Group (Appendix A) attached to this Agreement.

<u>Section 8.05</u> <u>Notice of Layoff</u>. Except for emergencies or other unforeseeable conditions, affected employees shall be given at least fourteen (14) days' advance notice of layoff.

<u>Section 8.06(a) Layoff Procedures</u>. When a permanent or prolonged reduction in the number of employees is required in any work unit, the employee(s) in the affected classification in that work unit with the least amount of seniority shall be the first to be laid off, providing the remaining employees are qualified to perform the required work.

<u>Section 8.06(b)</u> Exception to Implementing Layoff Procedures. In the event of a single position elimination in a particular classification, the employee whose position is to be eliminated will be reassigned to any existing comparable vacancy for which the employee is qualified, prior to implementing layoff procedures.

Section 8.07(a) Voluntary Severance. Prior to implementing an involuntary layoff, the Employer will offer eligible employees in the job classification in the work unit where layoffs are planned, the opportunity to voluntarily terminate their employment and accept severance benefits in accordance with the Employer's Policy on Separation Assistance to be effective January 1, 1996 and as further described below. The number of volunteers may not exceed the number of planned reductions (FTE/number of positions). Any employee who meets eligibility requirements may volunteer, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work. In the event more employees volunteer than needed, more senior employees will be accepted as volunteers, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work.

Section 8.07(b) Voluntary Severance Benefits. In accordance with the Employer's policy dated March 1, 1999, voluntary severance benefits will consist of severance

pay and extended medical benefits. Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of sixteen (16) weeks of severance pay, appropriately prorated to the employee's FTE at the time of termination. Employees who have less than one (1) year of service, but who have at least six (6) months of service, shall be entitled to one (1) week of severance pay.

Extended medical coverage will consist of Group Health paid medical benefits for the employee and enrolled family members or other dependents under the Group Health Cooperative Medical Coverage Plan for a period of twelve (12) months after the date on which their medical coverage would have otherwise terminated because of the termination of their employment with Group Health.

Section 8.08 Involuntary Layoff Options. An employee subject to involuntary layoff will have the following options:

- (a) The employee may choose any vacancy in the employee's job classification for which the employee is qualified.
- (b) In the event there is no comparable vacancy for which the employee is qualified, the employee may choose a position from the appropriate Low Senior Job Roster for which the employee is qualified.
- (c) The employee may choose lay off with recall rights and involuntary layoff benefits in accordance with Group Health policy.

An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been selected as a result of this process, shall be subject to layoff with recall rights and involuntary severance benefits, providing the employee is eligible under the terms of the policy.

Section 8.09 Hours Reduction. In the event of a reduction in hours which results in a change in FTE status, the Employer will make a good faith effort to reduce the hours of the least senior person on a work unit and shift, subject to patient care needs, staffing considerations and hours of operation. Any employee subject to an involuntary reduction in FTE resulting in a loss of employee or dependent medical insurance coverage will be placed on the recall roster for a period of eighteen (18) months, subject to the requirements of Sections 8.09 and 8.10. The Employer will continue to provide dependent or employee medical coverage for the first month in which the employee and/or the employee's dependents are no longer eligible as a result of an involuntary FTE reduction under this section of the Agreement.

An employee who is assigned to a .5 or more FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

(a) The employee may retain the current position with the reduction in FTE status. Any employee choosing this option may elect to be placed on the recall roster for a period of eighteen (18) months. Failure at anytime going forward to accept a position comparable to that held prior to the hours reduction or to satisfy the obligations of employees on recall under Section 8.10(b) will result in termination of recall rights.

- (b) By seniority, the employee may choose any vacant position in their classification which is available after internal posting under Section 7.02 and for which the employee is qualified.
- (c) If there is no comparable vacancy for which the employee is qualified, the employee may choose any position from the appropriate Low Senior Job Roster, providing the employee is qualified.
- (c) Be laid off with recall rights.

In the event additional regular hours in a classification become available on a continuing basis in a department or facility, the Employer will make a good faith effort to assign the hours to the regular continuing schedule of the most senior qualified employee in the classification who has had an FTE reduction under this Article, if in the Employer's judgment the assignment of hours best satisfies staffing, scheduling and other operational and patient needs.

Section 8.10(a) Recall Procedure. Employees who have been laid off pursuant to Section 8.08 or experienced a qualifying hours reduction under Section 8.09 shall be subject to recall for a period of eighteen (18) months to regular job openings in their former classification for which they are qualified in order of seniority after internal job posting under Section 7.02. (See attached Letter of Understanding.) Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any final notice of recall to a comparable position to an employee who has been laid off shall be made by certified mail to the last known address of the employee. Employees on recall continue to be eligible to apply for positions in other job classifications for which they may be qualified through the usual internal transfer process.

Section 8.10(b) Obligations of Employees on Recall:

- (1) <u>Current Address/Phone Number</u>. Employees on recall shall provide and keep updated a current address and telephone number(s) where the employee can be reached. The employee's right to recall to a particular non-comparable vacancy will be waived if the Employer, using the phone number on record, is unable to reach the employee after two (2) business days.
- (2) <u>Statement of Continued Interest</u>. Employees who have been on recall for six (6) months or more must submit to the Employer a written statement indicating a continuing interest in employment that is received by the first business day of the seventh (7th) month and on a monthly basis thereafter. If the employee fails to meet this requirement by the first business day of

each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

- (3) <u>Respond Timely to Final Recall Notice</u>. Employees on recall must respond within seven (7) business days of the Employer's mailing of a final notice of recall (certified letter) to a comparable vacancy. If the employee fails to respond within seven (7) business days, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.
- (4) Notify Human Resources of Acceptance of Another Position. Employees on recall must provide Human Resources with timely notice in the event the employee accepts a regular position in another job classification through the usual internal transfer process. If the employee accepts a regular position in another classification, the employee's name will be eliminated from the recall list and the Employer's recall obligations shall terminate.

Section 8.11 Preference for Temporary Hours. Regular employees subject to a permanent or prolonged schedule change which reduces hours of work by .25 FTE or more will be given preference for temporary work to supplement their existing work, provided the employee is qualified in the judgment of the Employer and the preference does not interfere with the department's ability to meet its staffing requirements. Such temporary work will not affect the employee's FTE status or benefit eligibility and accrual. The employee shall be responsible for contacting other department managers to indicate the employees' interest and availability.

Section 8.12 Low Census/Low Need. During a period of temporary low census or low need, the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. When not enough volunteers are available, the necessary involuntary staff reduction will be scheduled off on a seniority basis by department or facility, classification and shift, providing the skill, competence and ability of employees within that facility are substantially equal. Temporary employees will not be employed when a regular employee subject to low census/low need is qualified to perform the work of the temporary employee. Prior to any, involuntary staff reduction during a period of temporary low census or low need, the Employer will use its best efforts to find alternative work at that location for the affected employees.

Section 8.13 Change to Temporary Status. Regular employees changing to temporary status and returning to regular status within twelve (12) months shall not lose previously accrued seniority or their prior PTO accrual rate. Time spent during temporary status shall not count toward the accrual of benefits or seniority. Previously accrued PTO shall be paid upon transfer to temporary status. Employees changing to temporary status may not use previously accrued Extended Illness Bank (EIB) hours during such temporary status. Temporary employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB hours reinstated.

Section 8.14 Termination of Seniority. Seniority shall end upon termination of the regular employment relationship, such as discharge, resignation, retirement, eighteen (18) consecutive months of layoff, failure to accept an offer of comparable employment upon recall or when subject to layoff, failure to meet the requirements of a statement of continued interest in recall, failure to respond to a final notice of recall to a comparable position, or failure to return from a leave of absence on a timely basis in accordance with an approved leave of absence.

ARTICLE 9

HOURS OF WORK - OVERTIME

Section 9.01 Workday. A normal workday shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours.

Section 9.02 Work Period. The normal work period shall consist of forty (40) hours of work in a seven (7) day period. The work period for hospital or long-term care center employees may consist of eighty (80) hours of work within a fourteen (14) day period with the consent of the employee. A fourteen (14) day work period will provide for two consecutive days off unless otherwise agreed to by the employee.

Section 9.03 Overtime. The Employer will use its best efforts to notify employees of overtime requirements within a reasonable time before the end of the shift. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal workday of eight (8) or more hours in duration or the normal work period. Except by mutual agreement or in accordance with this Agreement, the Employer will not change regularly scheduled hours of work solely for the purpose of avoiding overtime.

All overtime must be approved by the supervisor. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of the scheduled shift. Overtime pay shall begin as of the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the scheduled shift.

Work performed on the seventh (7th) consecutive day in any workweek of the affected employee shall be compensated for at the rate of double the straight-time hourly rate of pay for the classification involved in the event that a seven (7) day work period is utilized. PTO, EIB and all other categories of paid leaves shall be excluded from the calculation of overtime and double time.

By mutual agreement between Employer and employee, compensatory time off may be scheduled in lieu of receiving overtime pay providing the time off is scheduled during the same week in which the overtime was worked. Compensatory time off will be scheduled off at the rate of time and one-half (1½) unless the schedule change is for the employee's convenience, in which case compensatory time off will be at the straight-time rate. There shall be no pyramiding or duplication of overtime

pay, holiday pay and/or callback pay which will result in triple time pay. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purposes of computing overtime compensation.

Section 9.04 Assignment of Overtime. The Employer will first attempt to meet its overtime requirements on a voluntary basis by seniority of those in the same classification and work unit, provided the employee is qualified to perform the required work. When no volunteers are available, overtime shall be assigned in the order of reverse seniority within the same classification and work unit on a rotating basis taking into consideration the employee's regular work schedule and provided the employee is qualified to perform the required work. The term "qualified" and "work unit" shall have the same meanings as set forth in Article 8.

Section 9.05. Rest Periods. Employees shall receive a total of fifteen (15) minutes break during each four hour period of work. When possible, such rest periods shall be taken on an uninterrupted basis as nearly as practical during the middle of each four-hour period of work, taking into consideration the primary concern of adequate department coverage and patient requirements.

<u>Section 9.06 Temporary Employees</u>. Temporary employees used for relief or other short periods of employment will be paid a minimum of three (3) hours.

Section 9.07 Alternative Schedules and Flex-Time. When mutually agreeable to the Employer and the employee, a normal workday may consist of ten (10) hours when the workweek schedule is based on four (4) ten (10) hour days. Work schedules not specified in this Agreement or any Addenda hereto may be established by the Employer with the consent of the Union. Where work schedules other than a five (5) eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the five (5) eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternate work schedule, in accordance with Section 9.08. The Employer agrees to give reasonable consideration to employee requests for flex-time and alternative work schedules, given employee interests and workplace needs.

<u>Section 9.08</u> <u>Notification of Shift or Schedule Changes</u>. The Employer will notify the employee thirty (30) days in advance of any extended change in work schedules or shifts.

Section 9.09 Rest Between Shifts. Hospital employees who are required to work with less than twelve (12) hours off duty between regularly scheduled shifts, shall be paid at one and one-half (1½) times the regular rate of pay for all time worked within this twelve (12) hour period.

ARTICLE 10

CLASSIFICATIONS AND RATES OF PAY

<u>Section 10.01</u> Wage Schedule. Appendix "A" attached hereto, and made a part of this Agreement, is the wage schedule that shall be effective on the dates indicated therein. This Agreement shall not preclude the Employer at its option from paying more than the contract rate of pay.

- (a) The wage rates in effect on June 30, 2005, will be increased by two percent (2%) effective the first full pay period following ratification of this Agreement. Any market adjustments will first be applied to rates in effect on June 30, 2005, and the two percent (2%) will be added to the adjusted rate. In addition, employees whose job classification is moved to a new pay group will be placed in their new wage schedule at their current step number. The cents per line and productivity incentive rates for Medical Transcriptionists shall be as described in the Letter of Understanding attached to this Agreement and made a part thereof.
- (b) Except for Medical Transcriptionists, effective the first full payroll period following July 1, 2006, July 1, 2007 and July 1, 2008, wages shall be increased by three and one-quarter percent (3.25%).
- (c) Effective the first full payroll period following July1, 2007, a new wage step 14 will be added to each wage range equal to two percent (2%) above wage Step 13. An employee is eligible for movement to Wage Step 14 after completing three (3) years at Wage Step 13. In pay group 9, the additional step will be Step 13.
- (d) Employees will advance one step at their anniversary date, except that advancement to Step 14 occurs after three (3) years at Step 13. In pay group 9, employees will advance to Step 13 after three (3) years at Step 12.

Section 10.02 Job Descriptions. The Employer will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto. The Employer will review and update these job descriptions periodically so that the descriptions accurately reflect the work being performed. The Employer's Human Resources Department will provide an employee with a copy of the current job description for his/her general classification upon request. The Employer will notify the Union in writing of any new classifications to be covered by this Agreement in accordance with Article 1 of this Agreement. An employee may request of supervision at any time that the employee's employment status or job classification be reviewed. The Employer will act promptly on requests for review and will notify the employee within thirty (30) days as to its decision concerning such request.

Section 10.03 Present Conditions. No employee shall be subject to a reduction in hourly wage rates because of this Agreement; provided, however, this provision

shall not apply if the conditions under which the original Agreement was made have changed, or should an employee be reclassified to another job classification in this contract.

Section 10.04 Shift Differential. All employees who work the second or evening shift (3:00 p.m. - 11:30 p.m.) shall receive one dollar and twenty-five cents (\$1.25) per hour shift differential in addition to their hourly rate of pay. Employees working the third or night shift (11:00 p.m. - 7:30 a.m.) shall receive two dollars (\$2.00) per hour shift differential in addition to their hourly rate of pay. If a hospital employee's shift overlaps the standard shifts, the employee shall be paid shift differential when a majority of hours fall within the standard second or third shift. Outpatient employees shall be paid one dollar and twenty-five cents (\$1.25) per hour shift differential for one or more hours worked after 5:30 p.m.

Effective the first full payroll period after August 1, 2005, employees shall be paid a premium of one dollar (\$1.00) for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as the hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. The weekend premium shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act.

Section 10.05 Report Pay. Any employee who is ordered to report to work, or who is scheduled to work and permitted to come to work without receiving prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay. It shall be the responsibility of each employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from these notification requirements. This section is not intended to limit the number of hours of work that may be scheduled in any one day. Employees required to report to work for staff meetings, training or other similar circumstances shall be compensated for such duty with not less than one (l) hour pay at the employee's regular rate of pay unless overtime is required.

<u>Section 10.06</u> <u>Standby Pay.</u> Employees placed on standby status off the premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour.

<u>Section 10.07</u> Work in <u>Higher Classification</u>. Any employee who is required to perform the work of a higher classification for one (I) hour or more within a day shall be paid for the time worked at the higher classification rate of pay.

Section 10.08 Promotions, Demotions, Transfers. Employees promoted to a higher classification shall be placed at the nearest step in the new classification wage range which would provide for a minimum increase of three percent (3%), not to exceed the top of the new range. An employee's anniversary date used for longevity increases shall not change as a result of promotion to a higher classification. If an employee transfers to a lower paying classification or a different classification in the same pay grade, there shall be no change in the employee's step or anniversary date.

A promotion or transfer shall go into effect no later than two (2) weeks following an employee's selection, unless otherwise mutually agreed to by the Employer and impacted employee.

<u>Section 10.09 Lead Pay.</u> Effective the first full payroll period following ratification of this Agreement, employees assigned lead responsibilities by the Employer shall receive one dollar and fifty cents (\$1.50) per hour in addition to the contract rate of pay.

<u>Section 10.10 Temporary Premium</u>. Employees classified as temporary shall receive thirty-five cents (\$.35) per hour in addition to the base rate of pay. Temporary employees shall not receive any benefits provided for in this Agreement except as described in Section 6.05.

<u>Section 10.11 Mileage</u>. Whenever any employee is required to work in more than one (I) location during the same day, travel time between locations shall be regarded as time worked. Allowable travel expenses shall be reimbursed at the current Group Health Cooperative of Puget Sound rate.

Section 10.12 Mandatory Meetings/Training. The Employer will pay both travel time and mileage in accordance with GHC policy for employees traveling between the Metropolitan areas to mandatory training and/or meetings whether the training or meeting occurs on the employee's regularly scheduled shift or not. If an employee is required to attend a mandatory meeting or training on a regularly scheduled day off, the employee shall receive a minimum of four (4) hours of pay at the appropriate rate.

Section 10.13 Wage Review Committee. The Employer and the Union will meet no later than October 1, 2007 to review bargaining unit rates of pay. The Committee shall consist of a maximum of three (3) representatives each from the Employer and the Union. This review is for informational purposes only and does not constitute an obligation to bargain changes in wage rates during the term of this Agreement.

Section 10.14 Back Pay Adjustments. Effective January 1, 2006, if a back pay adjustment is determined to be appropriate by the Employer as a result of an error in the application of the terms of this Agreement, the amount of the adjustment will be calculated from the date on which the error commenced and will end on the date on which the error is corrected; provided that the maximum period of time for which the Employer is liable is two (2) years. (Grievances that were filed at or before July 1, 2005, will be resolved on a case-by-case basis).

ARTICLE 11

HOLIDAYS

Section 11.01 The following holidays shall be granted with regular pay including shift differential:

New Year's Day Martin Luther King's Birthday Presidents' Day Memorial Day Independence Day

Labor Day Thanksgiving Day Christmas Day Floating Holiday

Each regular employee shall receive one "floating" day off without loss of pay at some time to be scheduled by mutual agreement between the Employer and the employee. Employees shall be eligible to receive the floating holiday on a calendar year basis upon completion of six (6) months of employment. The floating holiday must be taken in the same calendar year as an employee becomes eligible for it.

Section 11.02(a) Pay for Holiday Worked. Any regular or probationary employee required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay for the straight-time hours scheduled and worked up to ten (10) hours, plus the same number of hours scheduled and worked as holiday pay at straight-time, or, if mutually agreeable, a compensatory day with regular pay within a thirty (30) day period. Holiday pay for third shift employees shall be paid for the shift when the majority of the hours worked are on the designated calendar date for the holiday. This section shall not apply to temporary employees.

<u>Section 11.02(b)</u> Employees whose regular, reoccurring schedule involves a predictable pattern of different shift lengths shall be paid as follows for holidays:

One and one-half (1½) times the employee's regular rate of pay for the same number of straight-time hours scheduled and worked up to ten (10) plus.

Holiday pay in the amount of the employee's average shift length based on the shifts normally assigned and worked by the employee. For example, employee assigned a .7 FTE normally works four (4) ten (10) hour shifts and two (2) nine (9) hour shifts per pay period. Average shift length equals 9.3 hours.

Section 11.03(a) Pay for Holiday Not Worked. Full or part-time employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the employee would have worked but for the holiday. Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE times the number of hours worked in the normal workday, e.g., 8, 10 hours for holidays which fall on a scheduled day off. To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the

first regularly scheduled day after the holiday, except for bona fide illness or with prior approval for such absence on those regularly scheduled working days.

Section 11.03(b) If a holiday falls on an employee's regularly scheduled day off, the number of hours of holiday pay shall be calculated by multiplying the employee's assigned FTE times the average shift lengths. For example: Employee assigned a .45 FTE normally works two (2) eight (8) hour shifts and two (2) ten (10) hour shifts has an average shift length of nine (9) hours. Holiday pay is calculated by multiplying forty-five percent (45%) by nine (9) to equal 4.05 hours.

Section 11.04 If a holiday falls during an employee's vacation, it will be charged as a holiday.

Section 11.05 Holidays Observed. Calendar dates to be observed as holidays shall be specified by the Employer at least one (l) month in advance by notices posted in conspicuous locations. The Employer will schedule holidays off up to thirty (30) days prior to, or following, the holiday. If this cannot be accomplished, the Employer will pay for the holiday. In any event, holiday pay will be at the rate of pay in effect on the date the holiday is observed by the employee. When a department is open on the calendar date of a holiday, holiday pay shall be paid for work performed on the calendar date of the holiday. If the department is closed on the date of the holiday but open on the day designated by the Employer for observance of the holiday, holiday pay shall be paid for work performed on the designated date for observance of the holiday.

Section 11.06 Holiday Limitations. The provisions of this Article shall not accrue to the benefit of an employee on leave of absence or layoff except that an employee absent from work due to illness or injury shall be entitled to holiday benefits for a holiday occurring during a period of illness in which the employee is entitled to PTO or EIB leave.

ARTICLE 12

PAID TIME OFF (PTO)

<u>Section 12.01 Purpose</u>. Paid Time Off (PTO) is intended to provide employees with paid time to cover needs for vacation, personal and family illness in addition to other needs or uses as defined by the employee and to encourage use of such time on a scheduled basis.

Section 12.02 Definitions.

<u>Section 12.02.1 Paid Time Off Accrual</u>. To be used for employee's illness, family illness, vacation, family emergencies or other personal business.

<u>Section 12.02.2 Request for PTO</u>. The Employer will make a good faith effort to accommodate requests for PTO. An employee whose PTO request is denied may request a written statement explaining the reason for the denial.

<u>Section 12.02.3 Unscheduled Absence</u>. The following notification standards shall be used to determine whether an absence is scheduled or unscheduled, for purposes of determining an employee's attendance record:

<u>Section 12.02.3.1 Absences of Less Than 5 Days</u>. Any absence taken with less than 48 hours (2 days) advance notice.

<u>Section 12.02.3.2 Absences of 5 Days or Longer</u>. Any absence taken with less than 14 days advance notice.

<u>Section 12.02.4 Hours at Risk.</u> The accrued PTO hours that must be used by the employee's next PTO anniversary date. These hours are reported as "hours to be used by [anniversary date]" on the employee's biweekly earnings statement. The "to be used" balance includes any hours carried over from the previous anniversary, plus 50% of the accrual to date in the current year.

Section 12.03 Eligibility. All regular employees shall accrue hours under the Paid Time Off Plan from their date of employment or date of transfer to the Paid Time Off Plan. PTO accrual hours may be used as accrued. However, no more than 48 hours of the accrued PTO time (pro-rated for part-time employees) may be used during the employee's first 6 months of employment.

Section 12.04 Accrual Schedule. The combined accrual schedule is as follows:

Completion of	Full-Time/pay period	Yearly Total	Part-Time	
1-2 years	4.9341 hours	16 working days	.0615 hrs/hr	
3 years	5.52 hours	18 working days	.0690 hrs/hr	
4-5 years	7.3846 hours	24 working days	.0923 hrs/hr	
6-7 years	7.6923 hours	25 working days	.0961 hrs/hr*	
8-9 years	8.000 hours	26 working days	.1000 hrs/hr	
10-11 years	8.3077 hours	27 working days	.1038 hrs/hr	
12+ years	8.9231 hours	29 working days	.1116 hrs/hr	

<u>Section 12.05 PTO Pay.</u> PTO pay shall be the rate of pay the employee would have received had the employee worked during the time of PTO.

Section 12.06 Use of Paid Time Off Accrued Hours. Paid Time Off hours may be taken in quarter hour, hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences.

Section 12.07 PTO/Vacation Scheduling. The vacation year shall be based upon an employee's anniversary date. After six (6) months of continuous employment, employees may schedule and take PTO as vacation to the extent it has been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the work unit and the continuity of patient care. The Employer will make a good faith effort to secure adequate staffing to provide improved vacation scheduling opportunities. Employees will be allowed at least a



Offi and Pr f i nal Employees International Union Local 8 AFL-CIO

Local	8
Addre	SS

2800 First Avenue #304 Seattle, WA 98121-1114

Office Hours
Open

Monday – Friday 9:00 a.m. – Noon 1:00 p.m. – 5:00 p.m.

Phone Numbers

(206) 441-8880 1-800-600-2433

Press extension 0 to speak to the Receptionist; otherwise, listen to the Voice Mail for extension numbers.

Fax Number

(206) 441-0207

Dues/Billing Questions

Mary Silver (206) 441-8880 ext. 114 1-800-600-2433 ext. 114

Website

www.opeiu8.org

E-mail

opeiu8@opeiu8.org

Phone No.

Write the name of your Union Representative here:

Write the name of your Shop Steward here:

_____Phone No. ____



ffice and Professional Employees International Union (OPEIU) Local 8 is a democratically run union that has been working for social and economic justice since 1945. The leaders of the union are elected from within the Local 8 membership by the members of the union. Local 8 members vote on important union decisions at monthly Membership Meetings. Attendance at meetings is always voluntary.

ocal 8 has over 4,000 members from 65 different workplaces, or *bargaining units*, throughout the Puget Sound area, including Group Health Cooperative, Providence Hospital – Everett, Seattle Housing Authority, Valley Medical Center, King County/Metro, Horizon Lines, the Fremont Public Association, Sea Mar Community Health Center, Coastal Community Action Program, Visiting Nurse Services, Unemployment Law Project, Willapa Harbor Hospital, Low Income Housing Institute, Washington Dental Service and many others.

As a member of OPEIU Local 8: You and your co-workers <u>are</u> the union. You and your co-workers run the union. You and your co-workers make the decisions - when you participate.

General Membership Meetings

Always begin at 6:15 p.m. at the Seattle Labor Temple, Hall 6, on the fourth Wednesday in January, February, March, April, May, June, September, October and the third Wednesday in November. There are no meetings in July, August or December.



New Member Orientations

Always held from 5:30 p.m. to 6:00 p.m. at the Seattle Labor Temple, Room 238, on the fourth Wednesday of every month except November and December, when they are held on the third Wednesday. New members receive a 25% rebate on the initiation fee for attending.

Executive Board Meetings

Always held from 6:15 p.m. to 8:00 p.m. at the Seattle Labor Temple, Room 238, on the second Wednesday of every month.

Change in Employment Status?

If you leave your job for any reason, contact your Local 8 office for a withdrawal card. This card will allow you to reinstate your membership without paying another initiation fee.





Know Your Rights!

n employee who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to union representation. It's up to the employee to request having the Shop Steward or Union Representative present during an investigatory interview which the employee reasonably believes will result in disciplinary action.

If management wants to question or "interview" you,

First:

Ask what is involved. Ask if this might lead to you being disciplined.

If so:

- Tell management that you want a Union Representative or Shop Steward present.
- Refuse to answer any questions until a Union Representative or Shop Steward is present, although you should attend the meeting.
- Refuse to allow any tape or any other electronic recording of the interview.

f management insists on proceeding with the interview without regard for your rights, make clear that you are proceeding under protest.

If you make the mistake of starting the interview and become disturbed by the direction the interview is taking, stop the interview and request that a Union Representative or Shop Steward be present before continuing with the interview.

minimum of a single week vacation (seven consecutive days) when requested by the employee during the vacation posting period described in Section 12.07(a). Seniority shall prevail on vacation selections.

Section 12.07(a) PTO/Vacation Posting Period. Vacations shall be scheduled by seniority within department or work unit during the selection periods of January 1 through February 14 following the workplace discussion described within this section and subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. All vacation requests must be made no later than February 14 of each year for the vacation period of May 15 through May 14 of the following year and will be scheduled at a mutually agreeable time. Employees who fail to register their vacations selection during the posting period will forfeit their seniority rights concerning vacation schedules. The Employer will issue an approved listing of vacations by the first Monday in March.

Recognizing the interest in attaining workable, fair solutions and fostering productive workplace relationships, the Employer and the Union will promote workplace discussions regarding time off for holidays and vacation days surrounding them. These discussions will take place at least two (2) weeks prior to the end of the posting period. Participants will recognize the staffing and operational needs of the Employer and the personal family needs of their coworkers. The Union and Employer will encourage equitable rotation of holidays and surrounding vacation days.

Section 12.07(b) PTO/Vacation Requests Outside Posting Period. After February 14, vacation requests will be approved or denied at least six (6) weeks before the requested time off. When requests for vacations are made with less than six (6) weeks' notice, the Employer will make a good faith effort to respond within seven (7) working days of the request.

Section 12.08 Conversion of Unused Paid Time Off. At each employee's Paid Time Off anniversary date, any "Hours at Risk" in the employee's PTO account up to 48 hours (prorated for part-time employees) will be automatically deposited in the Extended Illness Bank (EIB) account at 100% value.

Employees who have less than 48 hours of "Hours at Risk" at their PTO anniversary date may elect to convert up to a total of 48 hours from the current year's accrual to their EIB account. In order to exercise this election, eligible employees must notify the Human Resources Department within sixty (60) days of their anniversary date of their election to convert current year's accrual to EIB. The EIB hours will accumulate year-to-year to a maximum of 1000 hours.

Section 12.09 Exceptions to PTO Carryover Limitation. Employees may request an adjustment to the PTO anniversary date of up to 90 calendar days (either before or after the current date) under the following rules:

- (a) The adjustment must occur within the same budget year as their current anniversary date, however the adjustment may not result in a carryover of more than 100% of a year's annual accrual.
- (b) The adjustment may not result in a carryover of more than 50% of a year's PTO accrual to the next budget year.
- (c) The adjustment of the anniversary date must be requested in order to enable the employee to take accrued time off that would not otherwise be available under the employee's current anniversary date (due to the 50% limitation on carryover). Only adjustments that are approved during the vacation-bidding period of January 1 through February 14 of each year consistent with the requirements of this Agreement shall be allowed.
- (d) The approved vacation must be taken as requested (no cancellations are permitted once a change of anniversary date has been approved)
- (e) All requests for a change of anniversary date must be submitted to the manager in accordance with the terms of this provision.

ARTICLE 13

INSURANCE

Section 13.01 Health Insurance. Effective January 1, 2006, the Employer shall provide its generally applicable employee medical, surgical and hospital services coverage for all regular employees from the first of the month following two (2) months of regular employment, subject to the conditions set forth in the Plan and subject to the employee's agreement to make the bi-weekly premium-share contribution. Medical, surgical and hospital services coverage shall be provided to employees assigned an FTE of .50 or greater. The Employer shall provide complete dependent coverage for regular employees assigned a .75 or more FTE. The Employer agrees not to reduce the current level of medical, surgical, and hospital services coverage for medical insurance under this Article during the term of this Agreement. This shall include the conditions of co-payments and deductible. This commitment shall not apply to administrative (non-benefit) changes that may occur to the plan.

Section 13.01.1 Eligibility. Regular and probationary employees employed at .26 to .49 FTE and enrolled in the medical plan at contract ratification, shall remain eligible for medical insurance coverage during the term of this Agreement. However, if such employees' FTE's subsequently increase to a .5 FTE or above, the employees will become ineligible for coverage if they later voluntarily transfer to a position of less than .5 FTE.

Section 13.01.2 Medical Plan Description. Effective January 1, 2006 employees shall be offered the following Medical Plan: \$15 office visit co-pay (excluding preventive care visits), \$15 (or the actual price if it is less) for each prescription or

refill (with the mail order incentive of three months for the price of two), \$75 per emergency room visit that does not result in hospitalization and \$100 per day hospital admission (maximum \$300 per year). Total out-of-pocket expenses (excluding prescription drugs) shall be \$1,000 per individual and \$2,000 per family. Effective January 1, 2006, Group Health will provide the following vision benefit to all eligible staff and dependents who are enrolled in the medical plan: Optical/lenses and frames – eyeglass frames, lenses, lens options such as tinting or prescription contact lenses, contact lens evaluations and examinations associated with their fitting, are covered up to \$150 in a twelve month period per enrollee.

<u>Section 13.01.3</u> Employee Premium Sharing. Effective January 1, 2006 and thereafter, in accordance with the table below, enrolled employees shall pay the following monthly premiums for coverage in the Employer Medical Plan (one-half of the monthly amount deducted per pay period):

Effective	Individual only	Individual & spouse/partner OR Individual & children	Individual & full family
January 2006	\$10	\$20	\$40
June 2007	\$15	\$30	\$60
June 2008	\$15	\$40	\$70

Section 13.02 Dental Insurance. - Effective November 1, 2005, the Employer shall provide its PPO Dental Program for each regular full-time employee and each regular part-time employee assigned a .5 FTE or more from the first of the month following two (2) months of regular employment, subject to the conditions set forth in that plan and the employee's agreement to make the required contribution. The Employer shall provide dental coverage for dependents of regular employees assigned a .75 FTE or more pursuant to eligibility requirements outlined in the Plan. Dental insurance is described as PPO Dental Program Flat Employee Contributions (composite rate), at an employee paid composite rate of \$36.80 per month (\$18.40 per pay period). Participating employees shall pay any premium increases as calculated by the insurer.

<u>Section 13.03</u> <u>Workers' Compensation</u>. All employees subject to this Agreement shall be covered by State Industrial Accident Insurance and Medical Aid, or equivalent insurance, as provided for in RCW 51.04 et seq.

Upon completion of twelve (12) months of regular employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive Employer-paid medical coverage for themselves and their eligible dependents for a period of up to six (6) months.

Section 13.04 Life Insurance. The Employer shall provide life insurance in the amount of \$10,000 for each regular employee assigned a .75 FTE or more subject to the conditions set forth in that plan. This amount will be reduced by 40% at age 65. The employee may have the option of purchasing supplemental coverage as may be available under the Plan. Eligibility for the benefits of this program shall commence for each regular employee assigned a .75 FTE or more the first day of the month

following completion of thirty-one (31) calendar days of employment with the Employer.

Section 13.05 Short-term Disability Payments. A weekly benefit of \$100 will be payable to regular employees assigned at least a .75 FTE or more who become totally disabled and unable to work and are under the care of a physician who is legally licensed to practice medicine are unable to work by reason of any disability injury or illness not arising out of or in the course of employment, and who are not entitled to benefits under Workers' Compensation Laws. These benefit payments will be payable commencing on the 14th day of disability or after accrued sick leave has been exhausted, whichever is later. Benefit payments will continue during the period of disability for a maximum of thirteen (13) weeks or until the employee's return to work, whichever is earlier.

Section 13.06 Long-term Disability. Subject to minimum enrollment and other insurer requirements, the Employer shall provide Long Term Disability insurance (as currently available) to employees with a minimum of .75 FTE. Employees shall pay eighty percent (80%) and Employer twenty percent (20%) of the premium.

Section 13.07 Retiree Medical. During the term of this Agreement, the Employer shall continue in full force and effect its Retiree Medical Coverage Plan/Policy for eligible retired employees and their spouses, subject to the terms set forth in that plan/policy, as amended, effective January 1, 1997. Employees who retire from employment with Group Health Cooperative during the term of this Agreement who meet the eligibility criteria of the Retiree Medical Coverage Plan shall, for the term of this Agreement, receive the coverage or the dollar credit agreed upon. After this Agreement expires, the coverage or dollar credit to be provided to retirees who retire during the term of this Agreement, if any, shall be an amount equal to the coverage or dollar credit provided from time to time pursuant to the Employer's Retiree Medical Coverage Plan/Policy as amended from time to time.

The parties agree to meet in an all unions forum to discuss revisions to the retiree medical plan, for the purpose of cost containment.

ARTICLE 14

EXTENDED ILLNESS BANK (EIB) HOURS

<u>Section 14.01 Extended Illness Bank (EIB)</u>. Employees shall accrue 48 hours per year (pro-rated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period or .023 hours per hour worked. The maximum accumulation to the EIB bank shall be 1000 hours.

EIB hours may be used in the event of an illness lasting longer than 24 consecutive scheduled work hours (pro-rated for part-time employees). The first 24 consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be deducted from the employee's PTO account; all

subsequent hours of absence due to the same illness may be taken from the EIB. For example, an employee assigned a .5 FTE, may access EIB after the first 12 consecutive hours of schedule work are missed due to an illness. (.5 FTE x 24 work hours = 12 hours.) There are four (4) exceptions for which EIB hours may be used for the first day of absence due to illness:

- (1) Occupational Injury. In the event an employee has exhausted his/her PTO, and incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to his/her EIB accrual at the first day of absence due to the occupational injury.
- (2) <u>Relapse</u>. In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.
- (3) <u>Ten-Day Absence</u>. In the event an employee has an extended illness lasting more than ten (10) calendar days, the first 24 scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.
- (4) Hospitalization. In the event an employee is hospitalized overnight, the first three days of that absence may be paid from the employee's EIB account. Same day surgery, if requiring five (5) or more days of recovery, may also be paid from the employee's EIB account.

Section 14.02 Paid Time Off Compensation. Accrued Paid Time Off as appropriate shall be payable at the employee's regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of the employee or the employee's dependent child, spouse, parent, parent-in-law, or grandparent, pursuant to state law. Employees scheduled to work the first shift shall be required to notify the Employer one and one-half (1½) hours in advance of the employee's scheduled shift if unable to report for duty. Two (2) hours advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of Paid Time Off compensation for that day. The Employer shall give consideration to extenuating circumstances that make such notice requirements impossible. A central receiving system will be established to receive incoming calls. The Employer reserves the right to require reasonable proof of illness. Proven abuse of accrued Paid Time Off shall be grounds for discharge.

<u>Section 14.02.1</u> Accrued Paid Time Off shall not be payable on contractually designated or scheduled holiday.

Section 14.03 Medical Appointment. Employees will be expected to schedule medical appointments and/or treatments during non-working hours. Paid release time will be allowed for medical appointments and/or treatments with Group

Health practitioners which an employee is unable to schedule during non-work hours. Up to two (2) hours may be included as release time, to be paid only when a minimum of three (3) days advance notice is received and the absence is approved by management. Release time for medical appointments and/or treatments with Group Health Cooperative is subject to supervisory approval based upon patient care considerations and departmental needs. Paid release time is considered absence from work. A maximum of two (2) medical appointments in a calendar year will be paid as medical appointment time.

<u>Section 14.04 On-The-Job Injury.</u> Accrued Paid Time Off may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 13.03 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

ARTICLE 15

LEAVE OF ABSENCE

Section 15.01 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as possible. Leaves of absence for the purpose of extending vacations during the summer months shall be entirely at the convenience of the Employer. Conversely, vacation time may be added to an employee's leave of absence by request. Leaves of absence shall not be unreasonably denied to employees not eligible for time off under Section 15.03 to care for family members with a serious health condition.

Leave without pay for a period of less than thirty (30) consecutive calendar days shall not alter any regular employee's anniversary date of employment. Employee-initiated leave without pay for up to four (4) days per calendar year shall not alter any regular employee's PTO or EIB credits which would otherwise be earned. This limitation shall not apply to low census/low need.

A leave of absence shall not be used for purposes of pursuing other employment or working as an independent contractor. This rule does not apply to an employee on an approved education leave of absence.

Section 15.02 Health Leave. After one (I) year of continuous employment, permission shall be granted for leave of absence for health reasons, including disability because of pregnancy or childbirth, without loss of accrued benefits. Exceptions may be considered for emergency medical conditions. A leave of absence begins on the date of first absence from work. Accrued EIB hours or PTO shall be used during the period of temporary disability, If accrued EIB hours are exhausted prior to the end of a leave of more than three (3) days, any accrued PTO shall then be used, except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of PTO to use as vacation.

An employee on a leave of absence for health reasons not exceeding twelve (12) weeks shall be entitled to return to his/her prior position. The Employer may permanently fill the position if the leave of absence exceeds twelve (12) weeks. Thereafter, the employee shall be entitled to the first available position in the same pay group as the prior position for which the employee is qualified. Such leave shall not exceed twelve (12) months. The one-year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth.

Section 15.03 Family Leave.

(a) State Law. After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (1) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (2) care of a child under the age of eighteen years old of the employee who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Family leave shall be unpaid except: (1) an employee shall use accrued PTO at the beginning of the leave, and (2) an employee on leave to care for a terminally-ill child shall use accrued EIB at the beginning of the leave as permitted by state law and thereafter use accrued PTO. Family leave must be completed within twelve (12) months after the birth or placement for adoption. All paid time must be used on a continuous basis beginning on the first day of absence. Paid time may not be interspersed throughout the employee's leave(s).

An employee on family leave not exceeding twelve (12) weeks from date of first absence from work or, in the case of childbirth, from the first day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. Such leave shall not exceed one (1) year. If both parents of the newborn or newly adopted child are employees, they shall each be entitled to twelve (12) weeks of family leave.

This section shall also apply to the children of the employee's domestic partner.

Alleged violations of the family leave provision shall be submitted to the grievance procedure set forth in Article 18 in accordance with Family Leave Law.

(b) Federal Law. Effective the first full pay period following June 30, 2008 and pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during previous twelve (12) months shall be granted

up to twelve (12) weeks of unpaid leave in a rolling twelve (12) month period to: (1) care for the employee's child after birth or placement for adoption or foster care; or (2) to care for the employee's spouse/domestic partner, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform the employee's job. "Domestic partner" as used in this article shall be defined in the same way it is defined by the Group Health Cooperative affidavit of marriage/ domestic partnership. The definition of "son and daughter" as used in Section 15.03(b) shall include the child of the employee over the age of 18 years who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave for which the employee is eligible during family leave, except that the employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of vacation. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

Section 15.04 Washington Family Leave Act. Regular employees are eligible to take PTO in the case of an illness or injury that totally disables them from working, or in the case of a family member with a qualifying health condition pursuant to the Washington Family Care Act (WFCA) after ninety (90) days of continuous employment.

Section 15.05 Dependent Care Leave. After one (I) year of continuous employment, an unpaid leave may be granted to an employee to care or for a dependent child who resides with the employee or for the care of a dependent parent for conditions other than those set forth in Section 15.03 (Family Leave). Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to his or her prior position. Thereafter the employee shall be entitled to the first available position for which he/she is qualified. Such leave shall not exceed one (1) year.

<u>Section 15.06</u> Advance <u>Study Leave</u>. After one (I) year of employment, leave may be granted for job related study up to one (I) year, and employee will return at first job opening without loss of seniority or other accrued benefits.

Request for study leave must be submitted sixty (60) days prior to the time leave is desired and request must be in writing.

If a leave of absence exceeds thirty (30) days, only then may the Employer permanently fill the vacancy. If the Employer has filled the position permanently, pursuant to the above, the employee on leave of absence upon returning to the job, will be offered the first open position for which the employee is qualified.

Section 15.07 Bereavement Leave. A regular full-time employee shall be allowed a maximum of three (3) days off with pay by reasons of a death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner (spousal equivalent), mother, father, son, daughter, step-parents, step-children, sister, brother, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grandchildren or grandparents. One (1) additional day off with pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend the funeral. This benefit will be prorated for part-time employees. Regular part-time employees may not take bereavement leave for days on which they are not regularly scheduled to work.

<u>Section 15.08</u> <u>Leave for Industrial Injury</u>. During the period of time when an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases.

Section 15.09 Military Leave. After the first year of employment, employees who are called for temporary military reserve duty for a period of not more than two (2) weeks shall be excused from work for the days on which they serve and shall be paid the difference between the pay they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week. In order to be eligible for payments under this paragraph, this employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of military pay received. Time off in excess of eighty (80) hours per calendar year is unpaid or may be covered by the employee's accrued PTO.

A regular employee who is inducted, enlists, or is otherwise called to service in the United States Armed Forces shall be granted active duty military leave of absence without pay, with re-employment rights as governed by federal and state law.

Section 15.10 Education Leave/Time. After one (I) year of continuous employment, regular employees may be allowed up to three (3) days (twenty-four hours) of paid education leave/time per year to further develop job skills specifically relating to the current position as determined by the Employer; provided, however, such leave shall be subject to budgetary considerations, scheduling requirements, and approval by the Employer of the subject matter to be studied.

Educational time shall be paid at straight-time when taken on a scheduled day off. Paid education time taken on a scheduled day off shall not be included as time worked for purposes of calculating overtime under Section 9.04 or the accrual of benefits. Additional unpaid education leave may be granted at the discretion of the Employer. If an employee is required to attend an educational or training program, the costs of the course will be paid for by the Employer and the time spent by the employee at the program shall be paid for as hours worked.

ARTICLE 16

JURY DUTY

Regular employees who are called to serve on jury duty shall be compensated by the Employer for the actual time served on such duty in the amount of the difference between jury duty pay received and their normal straight-time pay. To be entitled to such reimbursement, the employee who reports for jury duty and is excused early must immediately report back to the Employer to complete the employee's regular shift.

ARTICLE 17

PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given a copy of these personnel policies.

ARTICLE 18

GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by written agreement of the Union Representative and Employer. The Employer shall include the manager's name and contact information if a grievance is denied at Step 1 and/or Step 2.

Step I: Immediate Supervisor

The employee, and the shop steward if requested by the employee, shall first meet with the employee's immediate supervisor and attempt to resolve the problem. (Grievances that involve transfers or promotion shall be filed with the hiring manager.) The meeting shall

be requested and scheduled within ten (10) calendar days of the employee's knowledge of the facts which constitute the grievance. A written statement of the grievance will be presented at this meeting by the employee/shop steward if requested by the supervisor. The immediate supervisor shall within ten (10) calendar days of the meeting respond to the employee and provide an answer to the grievance. The supervisor will respond in writing if an employee is requested to submit a written statement in Step I. Any written statements issued at Step I shall not become a part of or be used in Step IV, Arbitration. Grievances involving a discharge shall be filed at Step II within ten (10) calendar days of being notified of the discharge.

Step II: Next Level of Supervision

If the matter is not resolved to the employee's satisfaction in Step I, the employee (and the shop steward or Union Representative, if requested by the employee) shall present the grievance to the next level of supervision (or designated representative) within ten (10) calendar days of the immediate supervisor's decision. The next level of supervision (or designated representative) shall reply in writing within ten (10) calendar days following receipt of the grievance.

Step III: Labor Relations Administrator and Union Representative

If the matter is not resolved in Step II to the employee's satisfaction, the grievance shall be referred in writing to the Labor Relations Administrator (or designated representative) within ten (10) calendar days of receipt of the Step II response. The Labor Relations Administrator or designee and the Union Representative shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Labor Relations Administrator or designee shall provide a written answer within ten (10) calendar days of the Step III meeting.

<u>Grievance Mediation</u>. The parties may by mutual agreement use grievance mediation of contractual disputes prior to arbitration at Step IV upon mutually agreed upon terms. The fees of the mediator shall be divided equally between the parties.

Step IV: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within ten (10) working days following receipt of the written response from the Labor Relations Administrator (or designated representative). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the

arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

Any grievance not heard by the arbitrator within six (6) months following the date of the notice of submission to arbitration will be forfeited unless an extension is agreed to by both parties. Forfeiture is not a determination on the merit of the grievance and shall not constitute a precedent.

ARTICLE 19

UNINTERRUPTED PATIENT CARE

This clause is included in recognition of the mutual responsibility of the Union and the Employer for continuity of patient care. During the term of this Agreement, the Union and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid in any strike, sympathy strike, walkout, picketing, boycott, slowdown or stoppage of work, or any other similar conduct which interferes with the efficient operation of the Employer's business, or take part in any action whatever to prevent access of employees to the Employer's place of business. Both parties advocate at all times that any complaint, dispute or grievance, be resolved through the procedures provided in Article 18 of this Agreement. In the event of any strike, sympathy strike, picketing, walkout, slowdown or work stoppage or threat thereof, the Union and its officers will make a good faith effort to immediately end or avert the same. The Employer shall not lockout its employees.

ARTICLE 20

RETIREMENT PLAN

During the term of this Agreement, the Employer shall continue in full force and effect its employee retirement plan.

ARTICLE 21

OCCUPATIONAL HEALTH AND SAFETY

<u>Section 21.01</u> The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees. (See attached Letter of Understanding.)

Section 21.02 The Employer The Employer maintains a Health and Safety Committee composed of employee and Employer representatives. The purpose of the committee is to investigate the safety and health issues and to advise the Employer of educational and preventive health measures for the workplace and its employees. The committee shall allow for proportionate membership representation of employee groups. Broad-based and persistent health and safety concerns of individual employees or employee groups can be addressed to the committee if they have not been adequately responded to at the facility or unit level.

<u>Section 21.03</u> The Employer's Safety and Health Committee and employee representatives to the joint committee, act hereunder exclusively in an advisory capacity.

<u>Section 21.04</u> The Employer shall provide adequate orientation, training and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

<u>Section 21.05</u> Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar protection device. The Employer will maintain records of employee exposure.

<u>Section 21.06</u> The Employer will address any on-the-job health and safety issue(s), including ergonomic issue(s), including ergonomic issues, brought forward by employees to their managers, in a timely manner or within thirty (30) calendar days, whichever is less.

ARTICLE 22

TERM OF AGREEMENT

This Agreement shall be effective August 20, 2005 and shall continue in full force and effect to and including March 31, 2009, and from year-to-year thereafter unless reopened by either party.

The wage rates set forth in this Agreement shall be effective on the dates set forth in Appendix "A." Either party may reopen this Agreement upon written notice by certified mail to the other party at least ninety (90) days prior to the expiration date.

IN WITNESS whereof, the parties hereto have executed this Agreement this 31st day of October 2005.

GROUP HEALTH COOPERATIVE

	UNION LOCAL NOS. 8 And 23, AFL-CIO
By Col Durubury (Scott Armstrong President and Chief Executive Officer	Business Mgr., OPEIU Local 8
By Larry T. Yok Labor Relations Director	By Judith J. Zenk Business Rep., OPEIU Local 23
Brenda Folbert Vice President, Human Resources	By Marcia Petersen Business Rep., OPEIU Local 23
	By Light Velazquez Ligia M. Velazquez Union Rep., OPEIU Local 8
	By Shelley Pinckney Union Rep., OPEIU Local 8
	By Colleen & Barker, Local 8
	By Hatti Clark, Local 23
	By Sue A. Laguana, Local 23
	By Cheryl Morgan, Local 23

OFFICE AND PROFESSIONAL EMPLOYES INTERNATIONAL

By Buth Africay Ruth Murray, Local 8
By Jayon Jonas Jayson Peredo, Local 8
By Rusty Ruiz, Gcal 8
By <u>Patricia Saurer</u> Patricia Sawyer, Local 8
By Trence Spines Trena Spinks, Local 23
By Warner, Local 8

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ADDENDUM TO THE EMPLOYMENT AGREEMENT BETWEEN GROUP HEALTH COOPERATIVE

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NOS. 8 AND 23

4/40 WORK SCHEDULE

It is hereby agreed and understood that the following terms and conditions with regard to the 4/40 work schedule have been agreed to by and between the Office and Professional Employees International Union Local Nos. 8 and 23 and Group Health Cooperative and are hereby made an Addendum to the Employment Agreement between the parties.

- 1. When mutually agreeable to the Employer and the employees, a normal workday may consist of ten (10) hours when the workweek schedule is based upon four (4) consecutive ten (10) hour days.
- 2. If an employee working a 4/40 schedule is required to work on a holiday, the employee shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours holiday pay at straight-time, or, upon mutual agreement, a compensatory day off with ten (10) hours regular pay within a thirty (30) day period.
 - If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time pay for ten (10) hours for the holiday.
- Full-time employees shall accrue PTO and EIB at the rate appropriate to their tenure PTO and EIB shall be paid at the rate of ten (10) hours per day, to the extent accrued.
- 4. Employees shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one day or beyond forty (40) in a seven (7) day period.
- 5. Employees unable to continue working the 4/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within the Cooperative in accordance with Section 8.02 of this Agreement.
- Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

GROUP HEALTH COOPERATIVE OF PUGET SOUND AND OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NOS. 8 AND 23

MEMORANDUM

TO: OPEIU Leads, Managers and Supervisors of OPEIU Represented Staff

FROM: Mary Jane Gooch, Labor Relations Specialist Group Health Coop

Suzanne Mode, Union Representative, OPEIU Local 8 Marcia Petersen, Business Representative, OPEIU Local 23

DATE: January 10, 1997

RE: Clarification of Lead Duties and Responsibilities

During the 1996 negotiations, Group Health Cooperative and OPEIU Locals 8 and 23 agreed to prepare a joint memo to employees currently assigned lead duties as well as to supervisors and managers of staff represented by OPEIU to describe the appropriate utilization of leads and the assignment of responsibilities consistent with the lead function. In addition, we agreed to incorporate guidance and suggestions regarding supervisor and lead employee communications. The bold type below is Group Health's current lead definition and the bullets are our joint clarifications on the application of the definition.

Leads are assigned by management, and are able to explain or perform all duties and responsibilities of the employees they lead.

- Lead is not a position or a job classification, it is the assignment of additional administrative duties to an employee. (See Section 6.06 of the contract.)
- Leads should be selected on the basis of their ability to perform the lead tasks
 assigned and not on the basis of seniority. Experience with Group Health
 systems, communication skills, technical expertise and work history should be
 considered in making a lead assignment.
- Lead assignment should be based on business need and should not be viewed as a reward for performance.
- The decision to initiate or terminate a lead assignment should be discussed privately with the affected employee prior to a public announcement.

In addition to performing all the duties required by the job description appropriate to their department, leads are routinely required to:

Serve as a resource person or problem solver for other employees performing similar functions within the department and assist in the preparation of department protocols and instructions.

Leads should be working leads. Leads should continue to perform the work
of their job classification in the department and should be able to assist their
co-workers in times of increased workload or temporarily reduced staffing.

Monitor the workflow, prioritize and direct activities of other employees within the department, assisting with scheduling, including same day scheduling and coverage, and task assignment. This may include quality reviews of department work or individual audits of employee work product for accuracy and compliance with established policies and procedures.

- Leads should not be authorized to grant or deny vacation or sick leave or other leaves, but may transmit employee requests and resulting staffing needs to the supervisor
- Leads do report observed behavior of employees they lead whether favorable or unfavorable, and do provide objective performance data to supervisors when requested.
- Leads may work with an individual employee to monitor or enhance performance related to a Performance Improvement Plan, but should not initiate such a Plan.

May routinely be involved in special reports or projects such as summarizing departmental statistics related to work product or monthly reports related to departmental functions.

- When leads are assigned to special reports or projects, information should be shared with the staff regarding the time constraints or limitations on the availability of the lead.
- Leads may attend management planning meeting as the supervisor feels appropriate, but it should be made clear to the staff that the lead is not a member of the management team.

May supervise departmental functions and task assignments but will not exercise authority regarding hiring, firing, promotion, demotion, discipline or discharge either directly or through recommendation.

- Leads may inform employees of standards of performance or attendance and where the employee stands in relation to those standards, but should not engage in disciplinary counseling of employees.
- Leads may perform purely clerical functions related to payroll preparation, but should not have authority to approve, deny or alter employee pay codes.
- Leads should advise their supervisor of any concerns they may have regarding
 the accuracy of employee time reports, and the basis for those concerns, but
 any corrective or remedial action should be taken by the supervisor.
- Decisions affecting the work life of staff (for example changes in shift start times) should be communicated to staff by the supervisor and not by the lead.
- The supervisor should clearly communicate to staff the lead's areas and level of authority and accountability.
- Leads may identify interpersonal conflicts in the work unit and may work with the supervisor to implement solutions, but should not independently work to resolve co-worker conflict.

LETTER OF UNDERSTANDING BETWEEN GROUP HEALTH COOPERATIVE AND OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NOS. 8 AND 23

The following outlines our mutual understanding of issues arising out of our 2005-2009 contract negotiations:

1. Recognition (Article 1)

In accordance with Article 1.03, the Employer will notify the Union of any newly created non-exempt office, clerical and administrative classification which is non-supervisory and non-confidential in nature as defined by the National Labor Relations Act, and which encompasses duties performed by existing bargaining unit classifications. This notice shall include the proposed job title, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.

If the Union does not agree with the Employer's decision regarding whether or not to include the classification in the bargaining unit, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new classification. If requested, the parties shall then meet to discuss whether or not the new classification should be included in the bargaining unit. Should the parties be unable to agree as to whether or not a newly created classification should be included in the bargaining unit, unless otherwise agreed, their sole recourse shall be to file an appropriate petition with the National Labor Relations Board.

Nothing in this understanding changes the parties' agreement as contained in Article 1 - Recognition.

2. Temporary Employees (Article 6)

No employee shall be permitted to work in temporary status for more than twelve (12) continuous months. Additionally, no employee shall be permitted to work in a temporary status for a total of twelve (12) months except by mutual agreement of the employee and the supervisor.

3. Job Posting Procedure (Article 7)

Employees shall be notified by e-mail if selected for an open position or not. The e-mail will include the name of the hiring manager. Grievance timelines begin upon receipt of such notification.

4. Performance Appraisals/Agreements (Article 7)

The Employer acknowledges that its Performance Management System requires the completion of a performance agreement with employees by March 31 of each year. The Employer reserves the right to change this deadline and policy organization-wide, as determined by Group Health leadership.

5. Recall/Job Families (Article 8)

Either party may request in writing to meet and negotiate over Section 8.04(h) – Low Senior Job Roster, when small classifications (5 or fewer incumbents) are potentially affected by lay-off or job class elimination.

6. Days Off/Full-time Work Schedule (Article 9)

If a full-time employee is routinely required to work more than five (5) days per week, GHC will meet with the Union to resolve the issue, if requested.

7. Overtime Work (Article 9)

If a full-time employee is routinely required to work more than twenty (20) hours of overtime in a pay period, GHC will meet with the Union to resolve the issue, if requested.

The parties also agree that the Financial Counselor position will work a flexible schedule and be subject to a forty (40) hour workweek overtime threshold.

8. Transcriptionist Pay Rates (Article 10)

Effective the first full pay period following ratification of this Agreement, the following terms and conditions shall apply:

For Medical Transcriptionists:

- a) The production rate shall be \$.0928 per line.
- b) Fifteen (15) minutes non-productive time per day.
- c) Up to two (2) hours per day for system downtime.
- d) Weekend Work:
 - New/replacement positions will be posted to include one weekend day.
 - Weekend rotation will be selected by seniority.
 - Section 10.4, weekend premium pay of \$1.00 per hour shall apply.

Cents per line rate and productivity incentive rates as below:

YEAR 1

ALPPH	Line Rate	Productivity Incentive Rate	New Cents/Line
165-195	.0928	.0030	.0958
196-230	.0928	.0050	.0978
231-265	.0928	.0075	.1003
266-280	.0928	.0100	.1028
281-299	.0928	.0125	.1053
300+	.0928	.0150	.1078

YEAR 2 – July 1, 2006 line rate to be increased 2% to .0947 cents per line. Productivity rates the same as Year 1.

ALPPH	Line Rate	Productivity Incentive Rate	New Cents/Line
165-195	.0947	.0030	.0977
196-230	.0947	.0050	.0997
231-265	.0947	.0075	.1022
266-280	.0947	.0100	.1047
281-299	.0947	.0125	.1072
300+	.0947	.0150	.1097

YEAR 3 – July 1, 2007 Productivity Incentive Rates to be increased 2% to the following:

ALPPH	Line Rate	Productivity Incentive Rate	New Cents/Line
165-195	.0947	.0031	.0978
196-230	.0947	.0051	.0998
231-265	.0947	.0077	.1024
266-280	.0947	.0102	.1049
281-299	.0947	.0128	.1075
300+	.0947	.0153	.1100

<u>YEAR 4</u> – July 1, 2008 Line rate to be increased 2% to .0966 with Productivity Incentive Rates same as Year 3.

ALPPH	Line Rate	Productivity Incentive Rate	New Cents/Line
165-195	.0966	.0031	.0977
196-230	.0966	.0051	.1017
231-265	.0966	.0077	.1043
266-280	.0966	.0102	.1068
281-299	.0966	.0128	.1094
300+	.0966	.0153	.1119

9. Labor/Management Grievance Committee (Article 18)

To expedite and resolve outstanding issues, the parties will meet upon written request by either party to review pending grievances at or beyond Step 3. This quarterly review will not substitute for the orderly processing of grievances as required by Article 18.

10. Health And Safety Committee (Article 21)

GHC will provide information to employees regarding the activities of their facility safety committees and how to become a member. This information will include, but not be limited to, safety committee agendas, minutes and times and locations of meetings.

Group Health will provide initial Health and Safety Committee meeting information to the Union.

Group Health will provide release time for employees to participate on Health and Safety Committees.

11. Behavior and Appearance Standards

The Behavior and Appearance Guidelines Group Health Cooperative and Group Health Permanente Staff (5/14/2002) shall be applied objectively and subject to the grievance procedure.

Employees in the following job classifications shall be allowed to wear athletic shoes: Mail Delivery Assistants, Medical Records Assistants and Office Assistants.

EXECUTED in Seattle, Washington this 2 day of October 2005.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL

GROUP HEALTH COOPERATIVE

UNION LOCAL NOS, 8 AND 23. AFL-CIO

Larry T. Yok

Labor Relations Director

Suzanne Møde

Business Mgr., OPEIU Local 8

Marcia Petersen

Business Rep., OPEIU Local 23

opeiu#23/afl-cio

LETTERS OF UNDERSTANDING, ADDENDA AND MEMORANDA BETWEEN GROUP HEALTH COOPERATIVE AND OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NOS. 8 AND 23

The following is a partial list of Agreements between the Employer and the Union that shall be in effect for the duration of this contract. Please contact Employer or the Union for the full document.

- 1. Job Sharing Agreement
- 2. Medical Transcription Telecommuting Agreement and Attachments
- 3. Radiology Transcription Pay Pilot Project
- 4. Customer Service Representative/North Agreement
- 5. Research Employees Agreement
- 6. PCR Float Pool Agreement
- 7. SEIU/OPEIU Inter-unit Transfer Rights Agreement

opeiu#23/afl-cio

GROUP 1

Effective the first pay period following:

	1	2	3	4	5	6	7	8	9 j	10	11	12	13	14*
ratification:	10.81	11.14	11.48	11.81	12.17	12.54	12.91	13.21	13.52	13.82	14.14	14.46	14.80	
with 3.25% 7/1/06:	11.16	11.50	11.85	12.20	12.56	12.94	13.33	13.64	13.95	14.27	14.60	14.93	15.28	
with 3.25% 7/1/07:	11.53	11.87	12.23	12.59	12.97	13.36	13.77	14.08	14.41	14.73	15.07	15.42	15.78	16.09
with 3.25% 7/1/08:	11.90	12.26	12.63	13.00	13.39	13.80	14.21	14.54	14.88	15.21	15.56	15.92	16.29	16.62

Classifications: Office Alde II

GROUP 2

Effective the first pay period following:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14*
ratification:	12.12	12.39	12.67	12.95	13.25	13.55	13.85	14.23	14.62	15.02	15.43	15.86	16.30	
with 3.25% 7/1/06:	12.51	12.80	13.08	13.38	13.68	13.99	14.30	14.69	15.09	15.51	15.93	16.38	16.83	
with 3.25% 7/1/07:	12.92	13.21	13.51	13.81	14.13	14.44	14.77	15.17	15.58	16.02	16.45	16.91	17.38	17.72
with 3.25% 7/1/08:	13.34	13.64	13.94	14.26	14.58	14.91	15.25	15.66	16.09	16.54	16.99	17.46	17.94	18.30

Classifications:

Mail Delivery Assistant III Medical Records Assistant III PBX Operator III Receptionist III

GROUP 3

Effective the first pay period following:

	1	2	3	4	5	6	7	8	9	10	11 _	12	13	14*
ratification:	12.77	13.03	13.29	13.55	13.82	14.10	14.38	14.67	14.99	15.32	15.66	16.00	16.35	
with 3.25% 7/1/06:	13.19	13.45	13.72	13.99	14.27	14.55	14.85	15.14	15.48	15.82	16.17	16.52	16.88	
with 3.25% 7/1/07:	13.61	13.89	14.17	14,44	14.73	15.03	15.33	15.64	15.98	16.33	16.69	17.06	17.43	17.78
with 3.25% 7/1/08:	14.06	14.34	14.63	14.91	15.21	15.52	15.83	16.14	16.50	16.86	17.23	17.62	18.00	18.36

Classifications:

Intake Specialist
Inpatient Medical Records III
Medical Accounts Representative IV

Office Assistant III
Office Assistant IV/Membership Services
Research Assistant I

Research Interviewer Secretary/Office Assistant IV Senior PBX Operator IV

GROUP 4

Effective the first pay period following:

		2	3	4	5	6	7	8	9	10	11	12	13 l	14*
ratification:	13.11	13.53	13.96	14.40	14.87	15.34	15.83	16.23	16.64	17.05	17.47	17.91	18.36	
with 3.25% 7/1/06:	13.53	13.96	14.42	14.87	15.35	15.84	16.34	16.76	17.18		18.04	18.49		
with 3.25% 7/1/07:	13.97	14.42	14.89	15.35	15.85	16.35	16.88	17.30	17.74	18.18	18.63		19.57	19.96
with 3.25% 7/1/08:	14.43	14.89	15.37	15.85	16.37	16.89	17.42	17.86	18.31	18.77	19.23	19.71	20.21	20.61

Classifications:

Claims Processor I Patient Care Representative (V Senior Claims Processor V Specialist, Health Information

GROUP 5

Effective the first pay period following:

	1 1	2	3	4 }	5	6	7 1	e	9)	10 }	11 J	12	13 J	14*
ratification:	13.37	13.78	14.19	14.62	15.06	15.50	15.97	16.37	16.78	17.20	17.63	18.06	18.52	
with 3.25% 7/1/06:	13.81	14.23	14.65	15.09	15.54	16,01	16.49	16.90	17.32	17.76	18.20	18.65	19.13	
with 3.25% 7/1/07:	14.26	14.69	15.13	15.58	16.05	16.53	17.03	17.45	_	18.33	18.79	19.26	19.75	20.14
with 3.25% 7/1/08:	14.72	15.17	15.62	16.09	16.57	17.07	17.58	18.02	18.47	18.93	19.40	19.88	20.39	20.80

Classificatios:

Administrative Representative V

GROUP 6

Effective the first pay period following:

	1	2	3 [4]	5	6	7	8	9	10	11	12	13	14*
ratification:	14.27	14.63	14.99	15.37	15.75	16.15	16.54	17.30	17.47	17.95	18.44	18.95	19.47	
with 3.25% 7/1/06:	14.73	15.10	15.48	15.87	16.26	16.67	17.08	17.56	18.04	18.54	19.04	19.57	20.10	
. with 3.25% 7/1/07:	15.21	15.59	15.98	16.39	16.79	17.21	17.64	18.13	18.63	19.14	19.66	20.20	20.76	21.17
with 3.25% 7/1/08:	15.71	16.10	16.50	16.92	17.33	17.77	18.21	18.72	19.23	19.76	20.30	20.86	21.43	

Classifications:

Accounting Representative I
Billing & Financial Services Representative
Coordinator, Procedural Scheduler

Hospital Billing Specialist
Patient Account Representative
Senior Representative IV

Transcriptionist

APPENDIX "A"

GROUP 7

	1	2	3	4	5	6	7	8	9	10	11	12	13	14°
ratification:	14.73	15.07	15.40	15.75	16.11	16.47	16.84	17.26	17.70	18.14	18.58	19.05	19.53	
with 3.25% 7/1/06:	15.21	15.56	15.90	16.26	16.63	17.01	17.39	17.82	18.27	18.73	19.19	19.67	20.17	
with 3.25% 7/1/07:	15.70	16.06	16.42	16.79	17.17	17.56	17.95	18.40	18.87	19.33	19.81	20.31	20.82	21.24
with 3.25% 7/1/08:	16.21	16.58	16.95	17.33	17.73	18.13	18.54	19.00	19.48	19.96	20.46	20.97	21.50	21.93

Classifications:

Accounting Representative II
Claims Processor II
Financial Counselor

Membership Accounts Representative V (1st 6 mos) Referral Management Representative

GROUP 8

Effective the first pay period following:

	1	2	3	4	5	6	7_	8	9	10	11	12	13 `	14*
ratification:	17.05	17.43	17.83	18.24	18.65	19.05	19.49	19.97	20.47	20.99	21.51	22.05	22.60	
with 3.25% 7/1/06;	17.61	18.00	18.41	18.83	19.25	19.67	20.13	20.62	21.14	21.67	22.21	22.77	23.34	
with 3.25% 7/1/07:	18.18	18.58	19.01	19.44	19.88	20.31	20.78	21.29	21.82	22.38	22.93	23.51	24.10	24.58
with 3.25% 7/1/08:	18.77	19.19	19.63	20.07	20.52	20.97	21.46	21.98	22.53	23.11	23.68	24.27	24.88	25.38

Classifications:

Accredited Records Technician/Registered Health Information Technician

Material Services Representative

Membership Accounts Representative V (after 6 mos. with supervisor approval)

GROUP 9

Effective the first pay period following:

	1	2	3	4	5	6	7	8	9	10	11	12	13**	14*
ratification:	18.84	19.23	19.67	20.11	20.58	21.05	21.54	22.03	22.54	23.05	23.59	24.12	- 1	
with 3.25% 7/1/06:	19.45	19.85	20.30	20.77	21.25	21.74	22.24	22.75	23.27	23.80	24.36	24.91		
with 3.25% 7/1/07:	20.08	20.50	20.96	21.44	21.94	22.44	22.97	23.49	24.03	24.57	25.15	25.72	26.23	
with 3.25% 7/1/08:	20.74	21.16	21.65	22.14	22.66	23.17	23.71	24.25	24.81	25.37	25.97	26.55	27.08	

Classifications:

Alliant Referral Coordinator

DME Coordinator

^{**} Employees will move to Step 13 after 3 years at Step 12

^{*} Effective 7/1/07 add Step 14 with an equivalent of 2% - must be at step 13 for 3 years to be eligible