Collective Bargaining Agreement

by and between

Washington State Nurses Association

and

Kindred Hospital Seattle ~ First Hill

February 1, 2020 – September 30, 2020

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ARTICLE 1 – PARTIES

This Agreement entered into by Kindred Hospital First Hill, hereinafter referred to as "Hospital" or "Employer" and Washington State Nurses Association (hereinafter referred to as the "Association" or "Union"), has as its purpose the promotion of harmonious relations between the Hospital and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - STATEMENT OF PURPOSE

The Hospital and the Union agree that the most critical aspect in interpreting this Agreement is the promotion and protection of excellent patient care, the acknowledgement of the value and contributions of Registered Nurses to the mission of the hospital, and harmonious labor relations.

ARTICLE 3 - RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full time, regular part-time and per diem Registered Nurses at the Employer's facility located at 1334 Terry Avenue, Seattle, Washington, but excluding all other employees, Case Managers, Wound Care Coordinators, Education Coordinators, Infection Preventionists, Sub Acute Nurses and all guards, supervisors and confidential employees under the Act.

ARTICLE 4 – NON-HARASSMENT AND DISCRIMINATION

The Union and Employer agree that there shall be no harassment or discrimination by the Employer and/or the Union because of race, color, ancestry, national origin, political affiliation, gender, sexual orientation, gender identity, marital status, disability, religion, veteran status or the lawful exercise of rights guaranteed by Section 7 of the NLRA, as amended.

ARTICLE 5 - SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters not removed by law from the area of collective bargaining; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any addition pertaining to wages, hours, or other terms and conditions of employment.

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

ARTICLE 6 - UNION REPRESENTATION AND ACTIVITIES

6.1 Access to Premises. The Hospital agrees to permit authorized representatives of the Union to enter the premises at reasonable times for the purpose of conferring with employees in connection with the administration of this Agreement. Upon arrival at the Hospital, the Union Representative shall follow all such procedures to register/sign-in as other visitors at the Hospital and they shall notify the Hospital Administrator or designee upon arrival. Upon arrival at the Hospital, Representatives are subject to the same access and rules as those applicable to other non-employees. Such Union Representatives will not confer with employees in patient care areas. Such visits shall not interfere with the Hospital's operations or with the performance of duties assigned to the employees. The Union shall not be permitted to conduct general union business such as votes or negotiations preparations on the Hospital's premises unless specifically authorized by the Hospital. Any such authorization shall not be precedent setting.

6.2 Meeting Places. The Hospital shall allow the use of a designated area in the Hospital for Bargaining Unit Meetings outside of working hours provided there is no interference with patient care or any scheduled hospital activity. The use of such designated area shall be arranged with the Hospital Administrator and requests shall be made at least seven (7) days in advance or by mutual agreement.

6.3 Bulletin Boards. The Hospital agrees to provide 2 bulletin boards for the Union to post notices of Union meetings, Notices of Union Elections, Notices of Union social or recreational activities, or other relevant information. The Union shall provide a copy of the material posted to the Hospital CEO (delivery at office or by email) at the time of posting. The Union agrees that it will not use the board for the posting of any material that is defamatory against the Hospital. Any such materials shall be removed by the Hospital with same day notice to the union.

6.4 Union Representative. The Employer recognizes that the local unit officers of Chair, Vice Chair, Secretary, Treasurer, Membership Officer and Grievance Officer will represent Bargaining Unit Employees.

Should the Union Representatives be on the clock, they shall not neglect his/her work or interfere with the work of others. He/she shall not leave his/her department or workstation or enter another department or work station without authorization of his/her Supervisor and the Supervisor of the department he/she wishes to enter. Permission will not be arbitrarily denied. The Union Representatives shall indicate the name of the person(s) he/she desires to see and the reason.

In accordance with the NLRB's Weingarten decision and subject to patient care needs, the Hospital will grant paid release time to one Union Representative/Officer to attend an investigatory interview conducted by management which could result in the discipline or discharge of the Employee, provided that such Employee has requested Union representation. After the hospital has provided the nurse with time to contact each of the union officers and the WSNA Nurse Representative, the Hospital need not delay investigation if a Representative is not reasonably available.

The Union shall supply the Hospital with a list of Representatives after their designation and upon request of the Hospital and the Union shall notify the Hospital of any changes.

No disciplinary action will be taken against any Union officers/Representatives for any protected activities performed in the representation of employees.

Recognizing the needs of patient care, it is agreed that employees shall perform their duties as assigned reserving the right to file a grievance at a later date as the employee or Union deems necessary (i.e., obey now and grieve later). Under no circumstances shall the Union or a Representative instruct an employee not to perform assigned work.

ARTICLE 7 – MANAGEMENT RIGHTS

The Employer has the right to manage its operations, unless expressly limited in this Agreement. The Association recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance, quality and productivity and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules, breaks and shifts; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation or job classifications shall continue to operate; to subcontract; to establish new or different operations within or external to existing facilities to determine educational standards and qualification requirements; to select and hire nurses; to promote and transfer nurses; to require applicant or employee medical/psychological testing, including drug and alcohol testing (unless inconsistent with specific agreements negotiated with the Association); to discipline, demote or discharge nurses for just cause; to discharge probationary employees for any reason; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

The terms and conditions of employment set forth in the Employer's Employee handbook (as amended from time to time) shall be made available to employees electronically and the Employer's general Human Resources Policies and Procedures shall govern the employment of employees covered by this Agreement to the extent that such terms are not inconsistent with this Agreement (in which case the Agreement shall govern in the event of any conflict).

Notwithstanding any provision of the Handbook to the contrary, the Employer shall notify the Union 15 business days prior to any improvements or other changes to "national" benefits such as 401(k), tuition reimbursement; leaves of absences; life or disability coverage; performance awards; and the like. Upon request, the parties shall negotiate these improvements if this Agreement does

not provide for or the Employer does not propose that such improvements be made applicable to the Employees.

ARTICLE 8 - ASSOCIATION MEMBERSHIP

8.1 Association Membership. All Nurses shall, as a condition of employment, become and remain members of the Association within thirty (30) calendar days after their date of hire. Any Nurse who fails to comply with these requirements shall be discharged upon request of the Employer by the Association, and such discharge shall be deemed for just cause.

8.2 Bargaining Unit Roster. Twice a year (in the months of January and July) the Employer shall provide the Association in an excel spreadsheet attached to an email with a list of those nurses covered by this Agreement. This list will include each covered nurse's name, home mailing address, home telephone number, Employee ID number, work status (full-time, part-time or on call), FTE, unit, shift, rate of pay and most recent date of hire into a bargaining unit position.

Monthly, the Employer shall provide the Association in an excel spreadsheet attached to an email with a list of all nurses covered by this Agreement who were hired and/or transferred into positions covered by this Agreement during the previous month. The list shall contain each employee's name, home mailing address, home telephone number, personnel number, work status (full-time, part-time or on call), FTE, unit, shift, rate of pay and most recent date of hire into a bargaining unit position.

The list also shall identify all employees who, during the previous month, transferred into positions outside the bargaining unit or terminated their employment with the Employer.

8.3 New Employee Orientation. During orientations, a designated WSNA Representative (or their designee) shall be given 20 minutes during orientation to meet with the new nurses for discussion and questions. Upon initial employment, a nurse shall be given a copy of the nurse's job description from the Employer. The Union shall present the HR person with materials it intends to hand out at the orientation for review. The Union shall not make derogatory statements about the Employer during the session.

8.4 Dues Deduction. During, the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form, available through the Association. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including costs and attorney's fees as incurred) that may arise against the Employer for or on account

of any deduction made from the wages of such nurse. The Employer will have no liability to the nurse or the Association under this provision for failure to deduct or transmit Association dues.

8.5 Notification to Employer/Indemnification. If any nurse who is a member of the Association during the term of this Agreement ceases to be a member of the Association in good standing, the Association shall notify the Employer in writing of such fact. The Employer will be required to terminate that nurse within twenty (20) calendar days of actual receipt of such notice. The Association hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including costs and attorney's fees as incurred) that may arise against the Employer for complying with the Association's request for termination.

ARTICLE 9 – HIRING AND PROBATIONARY PERIOD

Employer may hire employees from any source and shall be the sole judge of the fitness of any applicant for the job.

A probationary period of ninety (90) days from the date of first hiring shall be established for newly hired full-time, part-time employees and per diem employees. During the probationary period, the employee may be discharged for any reason which, in the opinion of the employer, is just and sufficient, and there shall be no recourse to the grievance procedure and arbitration.

ARTICLE 10 - CLASSIFICATIONS

10.1 Regular Full-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled for at least thirty (30) hours per week. Regular full-time Employees are eligible for full Employee benefits detailed in this Agreement.

10.2 Regular Part-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled less than 30 hours per week. Regular part-time Employees are considered to be eligible for those pro-rated benefits specifically provided to them in this Agreement or by law.

10.3 Per Diem Employees. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are called for work on an as needed basis. Per Diem employees are required to be available for work at least one shift per pay period and one contractual Holiday per year. Per Diem employees are not eligible for benefits under this Agreement, however they are covered by all other provisions of this Agreement.

10.4 Temporary Employee. An Employee who is hired for a limited period of time not to exceed three (3) months to fill a specific need. Such Employees are not in the Bargaining Unit and are not covered by this Agreement. Temporary employees may only be hired in exigent circumstances

(i.e., emergencies beyond the control of the employer) where current staffing is insufficient to provide patient demand and safe patient care.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.1 Work Day. The normal work day for a full time nurse shall consist of eight (8), ten (10), or twelve (12) hours of work in addition to unpaid meal periods.

11.2 Work Period. A normal work period shall consist of up to forty (40) hours of work within a seven (7) day period or up to eighty (80) hours of work within a fourteen (14) day period.

11.3 Work Schedules. Work schedules include 8, 10, and 12-hour shifts. A copy of the written schedule shall be sent to the Association prior to its implementation upon the Union's request.

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting, from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust and modify work schedules as it deems necessary to maintain an efficient and orderly operation, and recognizes that this may be disruptive to nurses' personal lives. While the Employer will make a good faith effort to minimize such disruption, it will make its scheduling decisions based on its assessment of staffing needs. Monthly work schedules will be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent. The Employer may not take disciplinary action against any nurse for failure to work a scheduled shift, unless the nurse has been given at least ten (10) days advance notice of the monthly schedule.

11.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay. Overtime pay shall be provided to any employee for hours worked in excess of forty (40) hours per week, except employees who are working an approved 8/80 shift who are entitled to overtime after eighty (80) hours.

11.5 Overtime Approval. Overtime must be approved by supervisor. The Employer and the Association agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will normally be sought first and if there are insufficient volunteers. Reasonable overtime may be assigned as permitted by law. There shall be no pyramiding or duplication of overtime pay or premium pay for the same hours worked. Over-time will be paid at the rate of time and one-half (1-1/2x). When a nurse is eligible for two (2) forms of premium pay and/or overtime pay, the nurse will receive only the highest rate of pay.

11.6 Meal/Rest Period. All nurses shall receive an unpaid meal period of one-half (1/2) hour after four (4) hours of work. Nurses required to remain on duty and/or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses must notify their supervisor of their inability to take their meal period. Nurses shall receive one (1) paid fifteen (15) minute break during every four (4) hours of work.

11.7 Report Pay. Nurses who report for work as scheduled (unless otherwise notified at least two hours in advance) and are released from duty by the Employer because of low census shall receive a minimum of two (2) hours' work at the regular rate of pay. Notification of low census is considered sufficient when messages are left on the nurses answering machine or at home with a family member and request that the RN call the Employer.

11.8 Weekends. The Employer will make a good faith effort to schedule all regular full and part-time nurses for every other weekend off. Every other weekend off cycles may be altered with notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurse, the weekend shall be defined as Friday night and Saturday night. If a nurse requests to work the unscheduled weekend, he/she will be paid at their regular rate of pay.

11.9 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts.

11.10 Shift Rotation. Where shift rotation is required by the Employer, a good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis.

ARTICLE 12 - SENIORITY, RECALL, AND LOW CENSUS

12.1 Seniority. Unless otherwise specified, seniority shall commence on the most recent date of hire into the bargaining unit by the Employer as a regular full-time or regular part-time employee and shall mean total service with the Facility thereafter, subject to termination of seniority under Section 12.3. Seniority shall have no application during the first ninety (90) days of continuous employment. Upon the successful completion of the Probationary Period the seniority date shall be considered as of the first date of the employees most recent employment. Per diem employees shall have no seniority unless and until they fill a part time or full time position which shall be considered the most recent date of hire. Should a regular full or part-time Nurse change status to Per Diem status, all seniority accumulated as a full or part-time Nurse shall be reinstated upon return to full or part-time status and no time as a Per Diem shall be applied to seniority.

12.2 Seniority List. Upon a reasonable number of requests by the Union and on or before January 15 of each year and at the time of a layoff , the Hospital shall provide to the Union a seniority list consisting of the names, titles and classification ranked in order of the employees' seniority (by most recent date of hire).

12.3 Termination of Seniority. An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for any of the following reasons:

(A) Discharge for just cause (as defined herein), resignation or retirement;
(B) Exceeding an authorized leave of absence, unless excused by management;
(C) Failure to return to work within seven (7) calendar, after notification of recall from layoff;
(D) If an employee gives a false reason for a leave of absence or engages in other employment during such leave without prior written consent from the Employer;
(E) Two no-calls no-show within any rolling 12 month period (first no-call no-show is a final written warning). A failure to call in at least 2 hours prior to the beginning of a scheduled shift equals a no-call no-show.

Notwithstanding the forgoing, there shall be no termination of seniority or a written warning if the no-call no-show is caused by the following:

An Act of God such as a flash flood, earthquake, tornado, fire or hurricane, that verifiably precludes a telephone call to the appropriate designated Employer representative; or

Absence from work for a continuous period of twelve (12) months or a time equal to his/her length of service, whichever is less.

12.4 Vacancies. Vacancies for all bargaining unit positions and hours will be posted for a period of seven (7) calendar days. An employee interested in applying for such a position must express his/her interest in writing prior to the close of the posting period. These positions shall be filled on the basis of qualifications and seniority. Employees who have received a final written warning or above within the previous 12-month period shall not be eligible to apply for posted positions. Where qualifications are equal, then seniority shall be the determining factor in filling such positions. This provision shall in no way limit the hospital's right to seek applicants from outside sources. Present employees shall have the first opportunity to fill vacancies for which they are equally or more qualified and on which they have bid.

12.5 Probationary Period. The probationary period for all newly hired or rehired employees or employees who have had a break in service shall be ninety (90) days within which time they may be laid-off or terminated by the Hospital without recourse by them or the union under this Agreement. The Hospital has no obligation to offer hours to per diem employees.

12.6 Reduction in Force Procedure. In the event that the Hospital determines that a reduction in force and/or reorganization is necessary (as opposed to low-census situations), the following procedure shall apply:

(1) The Hospital shall determine how many hours need to be reduced by department, classification and shift. At the time of notification of a layoff, the Hospital will provide the Union with notice and a list of all employees showing the seniority and department of each employee. Notice shall be given as soon as reasonably possible.

(2) Agency, travelers and temporary nurses in the same department, classification and unit performing identical jobs shall be released prior to laying off any regular full-time Registered Nurses in that department, shift and unit.

(3) Voluntary Layoff: The Hospital shall first seek volunteers for layoff and, will provide notice to all employees in each department, classification and on each shift in which the Hospital has determined that a reduction in force is necessary.

(4) Involuntary Layoff: If the Hospital cannot achieve the reductions through voluntary layoffs, the Hospital will select the least senior employees in each affected department, classification and shift for layoff until the Hospital has achieved the necessary reductions. An employee selected for layoff will have three (3) calendar days from receipt of notification to accept one of the following options by providing written notice to the Hospital's Chief Executive Officer or designee:

(a) Accept the involuntary layoff according to the terms of the current reduction in force;

(b) Elect to fill any vacant posted positions for which the Hospital determines he/she is immediately qualified to perform all of the duties of the new position without training or re-training;

(c) If there are no such vacant positions or hours or if a laid off employee does not elect to take such vacant position or hours or if the Hospital determines that the employee is not qualified for such vacant position or hours, the employee may choose to displace:

i. less senior employee in his/her department, provided that the Bumping employee is presently qualified to fill the position, including having current certifications, registrations, or licenses as may be required; or

ii. the least senior employee in any other department covered by this agreement if the bumping employee has previously been a regular employee in that department within the prior two (2) years, and is presently qualified to fill the position, including having current certifications, registration, or licensure as may be required;

iii. All employees who choose to bump another less senior employee must accept the complete hours and work schedule of the bumped employee.

In no event, shall there be more than two bumps for each employee who receives a notice of intention to layoff.

The layoff notice shall include contact information for the Hospital representative.

12.7 Recall Rights. Employees who are laid off will retain their seniority and accrued sick leave (but shall not be paid in lieu thereof or continue to accrue any benefits) and will be eligible for recall for a continuous period not to exceed twelve (12) months from date of layoff. During the recall period, a laid off employee will have priority for rehiring if his/her former position becomes vacant, defined as same shift and number of hours, and he/she has maintained any required certifications, registrations or licenses. Any employee who refuses recall will be removed from the recall list.

12.8 Recall Procedure. The Hospital will notify the laid off employee of such vacancy by registered, return receipt mail to the employee's last known address. It shall be the laid off employee's responsibility to inform the Hospital of any address changes. An employee on layoff who is offered a vacant position must notify the Hospital within three (3) calendar days of receipt of notice of recall if s/he accepts the position and must return to work no later than two (2) weeks from notification of acceptance. The recall notice shall include contact information for the Hospital representative.

12.9 Low Census (Flexing). Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer may implement reduced staffing schedule and flex employees. If this should occur, Staff shall be flexed in the following order:

a) Volunteers;
b) Travelers, agency, and contract nurses (provided the Employer does not incur any cost by cancelling this work);
c) Nurses working overtime;
d) Per Diem;
e) Equitable rotation among all FTE nurses on a shift starting with the least senior nurse first, providing skills, competence, ability and qualifications and credentials are considered equal as determined by the Employer.

If an individual volunteers for low census, that day off shall be counted for purposes of the rotation list.

An updated low census list showing the names of each nurse in order of seniority showing the last person to be low censused shall be available to the nurses at each nurse station. When a nurse is low censused, that low census shall be for the remainder of the shift.

However, should there be a need for additional nurses on that same shift the low censused nurse shall be offered the remainder of the shift before anyone else.

The parties understand that executing the mandates of the above Low Census Section can be difficult at times in a healthcare setting. Accordingly, the parties agree that there shall be the remedy for the employer violations shall be to skip the affected employee's next rotation. However, if the Union can demonstrate a repeated and intentional failure of the Employer to follow the provision of these sections, then economic remedy may be sought. Any concerns about Scheduling or Assignments should be brought to the Labor Management Committee.

ARTICLE 13 – COMPENSATION

13.1 Wage Scale for New Hires. Appendix A shall be used for New Hires. Effective on the first full pay period following the acceptance or ratification of this Agreement, the Employer will adjust the first step of Appendix A from $30.00 to $31.21. The Employer will also add a new Step 32 to the top of the scale in Appendix A. Any nurse with a base rate that is below $31.21 after the 3% increase described below shall have her/his base rate adjusted to $31.21.

13.2 Wages:

> **2020.** All employees shall receive an across the board increase in pay of 3% (three percent) effective as of the first full pay period following February 1, 2020.

13.3 Shift Differential. Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and fifty cents ($2.50) per hour over the hourly contract rates of pay. Nurses assigned to work the third (11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars ($4.00) per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if two (2) or more hours are worked on the designated shift.

13.4 Standby Pay. Nurses placed on standby status off hospital premises shall be compensated at the rate of three dollars ($3.00) per hour. Standby duty shall not be counted as hours worked for purposes of computing longevity increments or fringe benefits. Nurses on standby shall be provided with signal devices. Nurses who are on low census shall not be required to be on standby for that low census shift. Nurses who are on PTO leave, with the exception of holidays, will not be allowed to be placed on standby.

13.5 General Callback. Any nurse called in to work from standby less than two (2) hours prior to the start of the standby shift or during the standby shift shall be compensated at the rate of time and one half (1-1/2) the regular rate of pay for a minimum of three (3) hours or the first three (3) hours whichever is greater. Standby pay shall cease once the nurse reports to work.

13.6 Weekend Premium Pay. Any nurse who works on a weekend shall receive an hourly premium for hours worked on the weekend in addition to the nurse's regular rate of pay. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. The weekend premium pay shall be paid in accordance with the following rates: A $4.00 (four dollar) premium for all weekend hours worked between 7:00 a.m. and 3:00 p.m. A $6.50 (six dollars and fifty cent) premium for all weekend hours worked between 3:00 p.m. and 11:00 p.m. An $8.00 (eight dollar) premium for all weekend hours worked between 11:00 p.m. and 7:00 a.m.

13.7 Temporary Assignment. Any staff nurse who management assigns to the position of relief shift supervisor on a temporary basis for one or more hours on a shift shall be compensated at the rate of an additional two dollars and fifty cents ($2.50) per hour.

ARTICLE 14 – PAID TIME OFF

The Employer will extend a paid time off (PTO) program to Hospital bargaining unit employees on the same terms and conditions as it extends to Hospital non-bargaining unit employees at the facility, as amended from time to time in the Employer's discretion, and except as specifically set forth herein. However, the accrual rate shall be no less than the rate shown in the table below. Part time and per diem bargaining unit employees are not eligible for PTO.

Use of accrued PTO hours must be scheduled and approved in advance by the CCO, or designee.

All PTO requests for the use of accrued vacation hours must be submitted in writing to the Department Manager or designee at least two (2) weeks before posting of the next/new schedule. Untimely requests may be denied on that basis alone.

Requests for PTO will be considered on a first come, first served basis, depending on the staffing needs of the facility. All else being equal, seniority will govern. Use of PTO during critical periods as determined by the Employer or prime vacation times (*e.g.*, summer, winter break, spring break) may be restricted to two (2) weeks maximum per employee.

Employees who experience an unscheduled absence due to illness or emergency are required to notify their supervisor in accordance with the Hospital's policies. No Employee shall be disciplined for reasonable use of PTO for sick leave.

Employees must first use their vested PTO when they are away from work, unless unpaid time off from work is approved by the Hospital, except for cancellations or flexing, when use of PTO is optional.

PTO may only be used for hours that the employees is regularly scheduled but does not work. PTO may not be used to supplement pay for time away from work that the employee is not scheduled to work.

The Hospital reserves the right to require a physician's statement from employees who miss three or more consecutive scheduled days of work, and/or from employees who have patterned absences. Notwithstanding the receipt of a physician's statement, unscheduled absences will be treated as occurrences under the attendance policy due to the importance of having sufficient staffing levels for patient care.

Employees who change from PTO-eligible status to PTO-ineligible status are not eligible for PTO accrual beginning in the pay period containing the effective date of the status change.

All vested PTO balances will be paid at the base rate of pay as of the day prior to the change in status. All accrued but not vested PTO balances will be forfeited unless otherwise required by law.

Bargaining Unit Employees will be eligible to cash out some or all vested PTO hours on the same terms and conditions as non-bargaining unit employees at the facility.

Vested PTO is payable upon employment termination. Accrued but not vested PTO is not paid out unless required by law. Employees will be paid their regular base rate of pay for all PTO time used. Shift or other differentials shall not be included in any paid PTO time.
All regular full time employees shall accrue paid time off as follows:

1. **Standard Market**

Years of Service	PTO Rate (based on 2,080 hours)	PTO Rate (based on 1,872 hours if scheduled three 12-hour shifts, 36 hours per week)	Annual Maximum Hours Cap PTO	Maximum Balance PTO
Up to 5th year anniversary	.05770	.06414	120 Hours	160 Hours
From 5th year anniversary to 10th year anniversary	.06920	.07694	144 Hours	160 Hours
10th year anniversary and thereafter	.08844	.09832	184 Hours	184 Hours

ARTICLE 15 – HOLIDAYS

The Hospital's Holiday benefits are set forth in this Article. This Article applies to: (a) full-time Employees who have been employed by the Hospital for at least 30 days; and (b) part-time Employees who regularly work at least 24 hours per week and who have been employed by the Hospital for at least 30 days. The Hospital will not alter its pay practices regarding Holidays (including eligibility for Holiday benefits) during the term of this Agreement.

The following holidays will be observed by the Hospital. Holidays begin at 7:00 a.m. the morning of the Holiday, except Christmas and New Year's, which begin at 7:00 p.m. on the eve of those Holidays.

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

An eligible Employee shall not receive holiday pay if the Employee does not work his/her full regularly scheduled workday immediately preceding and immediately following the holiday and his/her full scheduled holiday shift, for any reason other than a low census cancellation/flex by the Hospital. In other words, the Employee shall not lose holiday pay if he/she is cancelled/flexed by the Hospital.

Employees shall not receive holiday pay if they are out of work because of a layoff, temporary illness, or any type of leave of absence, whether paid or unpaid. If a holiday falls within an Employee's vacation period, the holiday will be paid and the vacation day will remain credited to the Employee.

Eligible Employees scheduled to work on designated holiday shall receive one and one-half (1.5) times their regular hourly rate of pay for all hours worked on a designated holiday.

Eligible employees who do not work the holiday will receive up to eight (8) hours of holiday pay (prorated based on hours worked in the past). Shift, weekend and other differentials shall not be included in holiday pay, for Employees who do not work the holiday.

Holiday pay is not considered hours worked and shall not be considered in the calculation of overtime pay.

ARTICLE 16 - MEDICAL, DENTAL AND VISION INSURANCE AND VOLUNTARY INSURANCE PLANS

Beginning the month following their first two full months of employment, all bargaining unit employees who are regularly scheduled to work thirty (30) hours a week or more are eligible to participate in the Employer's standard medical, dental and vision plans and voluntary insurance plans, in the same manner and to the same extent that such plans are offered to the Hospital's non-bargaining unit employees.

Except as specifically provided in this Article, the Employer reserves the right to change, alter, amend or eliminate its standard medical, dental, vision, and voluntary insurance plans including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that (i) any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the Hospital and (ii) Kindred gives the Union thirty (30) days' notice of any change to the extent reasonably possible. If Kindred eliminates its wellness program, the Employer agrees to meet and discuss with the Union how to implement such elimination.

ARTICLE 17 - GROUP LIFE INSURANCE

Employees covered by this Agreement shall be entitled to the life insurance and death and dismemberment insurance program offered by the Employer. The Employer reserves the right to change, alter, amend or eliminate its insurance plans covered by this section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

ARTICLE 18 -SHORT AND LONG TERM DISABILITY INSURANCE

Employees covered by this Agreement shall be entitled to the Short Term and Long Term Disability Insurance Plans offered by the Employer. The Employer reserves the right to change, alter, amend or eliminate its insurance plans covered by this section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

ARTICLE 19 - 401(k) PLAN

The Kindred 401(k) Plan shall be offered to eligible employees in the same manner and to the same extent as offered to the Hospital's non-exempt, non-bargaining unit employees. Any dispute involving the Plan shall be resolved under the Plan's dispute resolution procedure and shall be expressly excluded from the Grievance and Arbitration procedures of this Agreement. The Employer reserves the right to change, alter, amend or eliminate the 401(k) Plan provided (i) any such action is consistent with changes made to the Plan for non-exempt, non-bargaining unit employees in the facility and (ii) the Employer provides at least thirty (30) days' notice to the Union regarding changes in any of the benefits provided for in this Article to the extent reasonably possible.

ARTICLE 20 - LEAVES OF ABSENCE

20.1 Bereavement Leave. After completing one (1) month of regular full-time or part-time employment, eligible employees may receive time off due to a death in your immediate family. Immediate family under this policy means your parents,

grandparents, brothers, sisters, spouse, domestic parent, children, grandchildren, children of domestic partner and corresponding in-law or step family members.

Approved bereavement leave will be paid at the employee's regular hourly rate, up to a maximum of eight (8) hours per benefit day.

Up to three (3) scheduled workdays is allowed. If extended travel time or additional time is required, you may use time off or personal leave time if approved in advance by employee's supervisor or hospital CEO/Administrator.

20.2 Jury Duty and Court Appearances. Eligible employees may receive time off to comply with a court summons to serve as a juror or to comply with a legal subpoena to appear as a witness in a judicial proceeding.

Unless otherwise required by state law, Kindred will pay employees who have completed one (1) month of continuous full-time employment the difference between the regular base rate of pay for all scheduled work hours not worked because of jury service, and payment, not including reimbursement by the state or federal courts, for expenses incurred as a result of jury duty, received for jury service. Payment is limited to eight (8) hours per day (including nigh work schedules), forty (40) hours during any single workweek, and a total of fifteen (15) days in any twelve (12) month period, unless otherwise required by state law. Any payment provided for service as a juror shall be deducted from Jury Duty pay. Travel reimbursement is not counted as Jury Service pay. Employees are not paid for time off from work to appear in court as a witness pursuant to a subpoena or as a party to a lawsuit, unless otherwise required by state law. Kindred will pay for time off from work to appear in court or as a witness on behalf of Kindred.

Employees should devote as much time to your job as is practical and reasonable while serving as a juror or witness.

Employees are required to provide a copy of the official jury summons or subpoena upon receipt unless otherwise required by state law. You must also submit pay documentation to your supervisor.

20.3 Personal Leave. An employee who has completed ninety (90) days of continuous employment may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied. See Section below for Leave Extensions.

20.4 Disability Leave. An employee may request an unpaid leave or leaves of absence as an accommodation for an employee's disability. The allowance, length and terms of this leave will be governed by state and/or federal laws.

20.5 Occupational: Workers' Compensation Leave. An employee may request a leave of absence for an employee's work-related injury or illness. The allowance, length and terms of this leave will be governed by state and/or federal laws,

including workers' compensation laws. Such leaves shall not exceed one (1) year unless a longer period is legally required.

20.6 Pregnancy, Childbirth, or Related Medical Condition Leave. An employee may request an unpaid leave of absence for a disability due to pregnancy, childbirth or related medical conditions. The allowance, length and terms of this leave will be governed by state and/or federal laws. Such leave shall not exceed four (4) months unless a longer period is legally required.

20.7 Family and Medical Leave. An employee may request an unpaid leave for the employee's serious medical condition, for the employee to care for a child, spouse or parent with a serious medical condition, or for the birth, adoption or placement into foster care, of a child. The allowance, length and terms of this leave will be governed by state and federal law. An employee must have been employed for twelve (12) months and have worked at least twelve hundred fifty (1250) hours in the prior twelve (12) months to be eligible. Such leave shall not exceed twelve (12) workweeks unless a longer period is legally required.

20.8 Military Leave. The Employer will grant an unpaid military leave to employees performing service in the uniformed services of the United States, regardless of the date of hire, for a period of up to five (5) years of cumulative military service. The allowance, length and terms of this leave will be governed by federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

20.9 Doctor or Authorized Medical Provider Certification. For any medical related leave, (1) the employee must provide a proper certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible; (2) the employee must provide a proper certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave; and (3) the employee must provide additional medical certification of the need for leave, upon the Employer's reasonable request if the need for leave is or becomes uncertain.

20.10 Benefits During Leave. No seniority or other accrual benefits (such as sick or vacation time) will accrue during a leave of absence, except if otherwise required by law and except that an employee on leave for a workplace injury will continue to accrue seniority during any such leave, for layoff or recall purposes.

20.11 Return From Leave. An employee must provide at least two (2) weeks' advanced notice of the employee's return from leave. An employee timely returning from an authorized leave of absence shall be returned to his or her former position, which will include his/her shift, classification and days off, unless a severe hardship will result to the Employer.

20.12 Leave Extensions. A leave of absence may be extended at the discretion of the Employer, but such extensions will not be precedent setting. All leaves of absence will be unpaid unless otherwise required by law.

ARTICLE 21 GENERAL PROVISIONS

21.1 Licenses. Employees shall have and maintain current licenses for their positions in accordance with the requirements of applicable law and Kindred policy. Maintenance of such licenses and provision of documentation verifying the validity and good standing of all required licenses is the responsibility of each employee and is a condition of continued employment. If an employee fails to maintain an active and current license, such employee will be immediately removed from the schedule and suspended without pay until a current license can be verified by the Hospital in a manner which complies with regulatory requirements of the appropriate State Agency responsible for applicable licenses and any other regulatory agency or jurisdiction in which the Hospital operates. Should the employee fail to provide verification of a valid license upon request or expiration within thirty (30) calendar days, employment shall be terminated. Documentation of license shall be maintained in the employee's personnel file along with other appropriate and required statements of competency such as BLS cards or department required verification.

21.2 Drug Testing. Kindred may to continue its post-offer/pre-employment drug testing, background checks, and its reasonable suspicion drug testing, which shall include circumstances involving suspected drug diversion.

21.3 Employment Bonus Programs. The Employer shall be privileged to offer sign on, refer-a-friend, extra shift; pick up shift, and other employment bonuses in its discretion. The Hospital shall offer any such bonuses in a fair and equitable manner and not engage in scheduling favoritism

21.4 Gifts. The Employer may present employees with gifts (e.g. Holiday Turkeys) and allow them to participate in similar employee recognition programs (e.g., years of service award programs). Any such gifts, awards, recognition programs do not constitute a binding practice upon the Employer and may be discontinued by the Employer at its discretion.

21.5 Physical Exam. It is and shall continue to be the practice and policy of the Employer with respect to new employees to require a pre-employment physical examination.

21.6 Savings Clause/Separability. If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court or any other duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

21.7 Privacy Laws. The Union and all Shop Stewards agree not to violate HIPAA, and all other laws pertaining to the privacy of patient confidential/medical information and access to medical records. Any questions about HIPPA obligations must be brought to the CCO or CEO in advance.

21.8 Off the Clock Work Shifts. Employees shall not be disciplined or retaliated against for accurately recording all time worked, in compliance with this section, even in the event that work is performed before or after a scheduled shift or during a scheduled meal period. Employees may not work "off-the-clock" (without clocking in at the time clock or using another accepted form of recording time). Prohibited "off-the-clock" work includes working prior to a shift without clocking in, working following a shift after clocking out, and working on an unpaid basis during a meal period. Employees who do not comply with this section will be subject to progressive discipline. Should an Employee be required to perform work before or after a shift or during a meal or break period, they shall notify a supervisor, manager or the CCO that their assistance is required and obtain approval to perform such work.

21.9 Attendance and Punctuality Policy. The Hospital may apply its Attendance and Punctuality Policy, consistent with the Policies and Procedures, Discipline and Discharge (including, without limitation, the Just Cause and Progressive Discipline provisions of that Article), Grievance Procedure and Arbitration Articles, and any other applicable portions in this Agreement. The parties agree that Employees who call off work unexpectedly can cause significant staffing problems.

21.10 Customer Service/Patient Service Initiatives. Employees shall participate in any reasonable customer service or patient/family service initiatives of the Employer, work time permitting. The Employer will review these initiatives with the Union upon written request.

ARTICLE 22 – NO STRIKE/LOCKOUT AND UNINTERRUPTED PATIENT

There shall be no strike, slowdown, or other stoppage of work or picketing by employees or the Union and no lockout by the Employer during the life of this Agreement. Neither employees nor the Union shall honor stranger or sympathy pickets or strikes during the life of this Agreement. Prior to the Union engaging in any kind of public demonstration (including hand-billing) against Kindred, within three (3) workdays, the Union shall notify Kindred Labor Relations of said intent to discuss the reasons why with the outlook of resolving any dispute or issues with Kindred to avoid any public demonstration.

In the event a violation of this Section occurs, the Union shall take reasonable action to help return employees to work or to otherwise comply with this Section.

ARTICLE 23 – SAVINGS CLAUSE/SEPARABILITY

23.1 Savings Clause/Separability. If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court or any other duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 24 – SUCCESSORSHIP

24.1 Successorship. If the Hospital is sold or operations are otherwise transferred to another employer, the Hospital agrees to notify the Union in writing at least sixty (60) days prior to the effective date. Upon written request of the Union, Kindred will meet with the Union to engage in good faith bargaining over the impact of such changes. This will not delay the date of sale or transfer unless mutually agreed upon by Kindred and the Union.

Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of the CBA; shall provide a copy of it to the acquiring entity; and shall require as a condition of sale that the acquiring entity hire the majority of then-current bargaining unit employees of the Hospital (provided that the employees are qualified for the job(s)) and recognize the Union as the exclusive collective bargaining agent of the currently represented employee(s)/employee classifications.

Employees whose employment is terminated as a result of any sale, closure, or transfer shall be assisted in transferring to any other Kindred facilities, consistent with current practice, and receive payment for one hundred percent (100%) of all accrued and vested, but unused, PTO. Employees who remain employed at any Kindred facility after a sale, closure or transfer of operations shall be eligible to transfer one hundred percent (100%) of their PTO balance.

ARTICLE 25 – PATIENT CARE

25.1 Statement of Interpretation. The parties agree that the most critical aspect in interpreting this Agreement is the promotion and protection of excellent patient care and harmonious labor relations.

25.2 Patient Care. The Facility, its employees and the Union understand and agree that it should be the objective of all parties to provide high quality healthcare. The Facility and employees must be committed to serving the Hospital's patients by delivering the highest quality care possible. The parties agree and understand that high quality patient care can be achieved if management and employees discuss and address patient care issues together.

25.3 Safe Patient Handling. The Employer shall maintain a safe patient handling policy at all times for all patient care units, and shall provide trained lift teams or other support staff trained in safe lifting techniques. The Employer shall comply with all laws governing safe patient handling. During the first year of the Agreement, the Employer agrees to meet with the Labor Management Communications Committee at least once per month, if the employees on the LMCC or the Union so request.

ARTICLE 26 – WEINGARTEN RIGHTS/STATEMENT

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request is entitled to have a Union representative present during an investigatory interview in which the

employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union organizer or Union Representative) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

"I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline."

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2. After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representative arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

(1) Just Cause. Except during an employee's probationary period, the Employer shall only discipline or terminate an employee for just cause. Any discipline or discharge shall be subject to the grievance and arbitration procedure in this Agreement or legal remedies, if appropriate.

(2) Progressive Discipline. Except for cases of serious misconduct or serious job performance deficiencies, which may result in immediate separation of employment, the Employer shall take a performance improvement and progressive corrective action approach. Progressive discipline steps include coaching, verbal counseling, written counseling and/or warning, final written warning or warnings, disciplinary suspension without pay, and termination of employment.

(3) Investigatory Suspension. Employees shall be paid while on investigatory suspension for the employees' scheduled hours, including any differentials that would have applied if the employee had worked such scheduled hours.

(4) Written Disciplinary Action. A written warning or other disciplinary notice is a document designated as such by the Hospital. An employee who receives a written warning or other disciplinary notice shall be given a copy of the document and may be asked to sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the warning or other disciplinary notice.

(5) Disciplinary Notices, Rebuttal, and Inspection of Personnel File.

A. There shall be one official personnel file for each bargaining unit Employee. The Employee shall have the right to inspect and to be provided, on request, with a copy of any employee signed document in the employee's own file.

B. Employees will receive copies of all disciplinary notices placed in their personnel file and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

C. In any case where the Employer and the Union agree to revise personnel record material, the Employer shall, upon request, provide evidence of such revision.

D. Use of Disciplinary Documents. No disciplinary documentation shall be utilized for progressive discipline beyond 12 months of its issuance, provided no further occurrence of the same nature has taken place within that time, in which case the 12-month period will start over. In the case of a final written warning or disciplinary suspension for patient care issues, disciplinary documentation shall not be utilized for progressive discipline beyond 24 months of its issuance, provided no further occurrence of the same nature has taken place within that time frame, in which case the 24-month period will start over.

(6) Patient Care Complaints.

A. In cases involving patient care, the Hospital may issue discipline if the Hospital had a reasonable and good faith belief after a thorough investigation which included a fair opportunity for the employee to tell his/her side of the story, that the alleged actions or failure to act occurred. The Employer agrees to submit to the Union the substantive results pertaining to the employee against whom discipline has been issued, of any investigation conducted by (i) the Hospital or (ii) the State of California Department of Health on the incident in dispute.

B. The following factors will apply in determining whether the Employer's belief was reasonable and in good faith: (1) the strength of the Employer's investigation; (2) the strength of the evidence supporting the allegation; (3) the employee's work history; (4) the resident's complaint history; (5) the resident's cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases.

C. Employees have an affirmative duty to honestly cooperate in Employer investigations relating to employee conduct and patient care issues. Employees have an affirmative duty to report suspected patient abuse or violation of resident rights.

D. The Employer and the Union agree that, absent exceptional circumstances, patients should not be compelled to be involved in the Grievance and Arbitration process. Therefore, the parties agree that the arbitrator shall decide whether to admit into evidence any statements received from patients who do not appear as witnesses at the arbitration (the arbitrator may also decide whether to admit statements from non-testifying family members and visitors). The Arbitrator shall also determine the appropriate weight to be given in the event of the failure of any patient, visitor, or family member to testify at arbitration, subject to cross-examination. The parties further agree that the arbitrator may allow patients, visitors, or family members to testify telephonically, subject to cross-examination, in cases where such persons are ready, willing and able to do so.

E. The Arbitrator shall determine the weight of the Union's lack of access to interview and/or to cross-examine the Hospital's witness(es), if the Union lacks such access.

ARTICLE – 28 GRIEVANCE PROCEDURE

28.1. Purpose. The purpose of this procedure is to encourage the prompt settlement of grievances that may arise between the parties. Nothing in the grievance procedure shall prevent both parties from informally conferring on issues relating to a pending grievance.

28.2 Definition. A grievance is hereby defined as an alleged breach of the provisions of this Agreement.

28.3 Grievance Timelines. All grievances must be initiated within twenty-one (21) calendar days after the alleged violation has occurred, or within twenty-one (21) days after the grievant or the Union reasonably should have known unless otherwise agreed to by the parties in writing. Any grievance upon which a disposition is not made by the Hospital within 14 days shall automatically go to the next step in the grievance process unless the parties have mutually agreed to extend the time. If the Hospital has rendered a timely disposition to grievance and it has not been referred to the next step within fourteen (14) calendar days from receipt of an answer, it shall be deemed closed based upon the last answer.

In the case of an alleged grievance which affects the Bargaining Unit as a whole or in a case where the alleged grievance results from an action above the level of the Manager, by mutual agreement, the grievance may be filed at the appropriate level of the Grievance Procedure.

The parties may by mutual written consent extend any of the time limits provided in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretations of any of the provisions of this Agreement. Work days as used herein shall be defined as Monday through Friday inclusive excluding Saturdays, Sundays and legal Holidays recognized in this Agreement.

28.4 Procedure.

Step 1. The Employee shall reduce the grievance to writing on a standard grievance form and submit it to the Hospital CEO or designee with a copy to the District Director of Human Resources. Within fourteen (14) calendar days of the initiation of the grievance, a meeting shall be held between the Employee, WSNA Representative, and the employee's Manager or designee to discuss the alleged grievance. The Manager shall notify the Employee of his/her decision in writing within fourteen (14) calendar days following the meeting.

Step 2. If no satisfactory settlement is reached, then within fourteen (14) calendar days of receipt of the written decision of the Manager at Step 1, or if there is no decision within the time frame above, the Union may appeal the grievance.

A meeting will be held within fourteen (14) calendar days between the employee, the Union Steward if desired, and/or the Union Representative and the Chief Clinical Officer (CCO), or his/her designee. The CCO or designee shall notify the employee of his/her decision in writing within fourteen (14) calendar days after the conclusion of the meeting. If no decision is received by the Employee, the grievance automatically goes to Step 3.

Step 3. If no satisfactory settlement is reached at Step 2, the grievance may be appealed to the Hospital CEO, or designee, within fourteen (14) calendar days after receiving the decision of the CCO at Step 2. A meeting will be held with the Hospital CEO, or designee, the employee, the Union Steward and a representative of WSNA within fourteen (14) calendar days. The Hospital CEO, or designee, shall answer the employee in writing with a copy to the Union office within fourteen (14) calendar days after the conclusion of the meeting. The decision of the Hospital CEO shall be final and binding unless the Union exercises its right to appeal the grievance to arbitration.

28.5. Arbitration. If no satisfactory settlement is reached at Step 3, then within fourteen (14) calendar days after the written decision of the Hospital CEO, or designee, at Step 3 is issued (including by email or fax), the Union may submit the grievance to an arbitrator selected under the procedure of the Federal Mediation and Conciliation Service. The party submitting the case to arbitration shall pay the filing fee. The parties may mutually agree on an Arbitrator prior to filing for arbitration through FMCA.

The parties agree that the decision of the arbitrator is final and binding on all of the parties. The expenses of the arbitrator shall be shared equally between the Union and the Hospital. Each party

shall make arrangements for and pay for the expenses of witnesses, which are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement or any supplementary agreement. In the event the Arbitrator finds a breach of the Agreement, the parties may ask he/she must specifically state the provision violated and the evidentiary grounds supporting his/her decision.

2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs.

28.6 Recognizing that the parties and employees have an obligation to police the Agreement, the Hospital shall not be required to pay back wages for more than 12 months prior to the date a grievance is filed or the date of a Union request to extend the grievance filing period whichever is earlier.

28.7 Mediation. The Parties may agree to use mediation in an attempt to resolve the grievance. Agreement must be mutual and in writing.

ARTICLE 29 – COMMITTEES

CONFERENCE COMMITTEE

A standing Labor Management Committee consisting of no more than three (3) members of management and three (3) bargaining unit members designated by the Union shall meet upon the request of either party for the purpose of discussing matters of mutual interest and concern. There shall be two (2) Co-Directors of the Committee; one each from management and the Bargaining Unit. A Union Representative and Human Resources or Labor Relations representative may attend these meetings. Agendas for such meetings shall be exchanged one week prior to the scheduled meeting. The Hospital will compensate the three (3) bargaining unit members for all lost work time spent in the above-referenced meetings up to a maximum of one (1) hours base pay but shall not compensate employees if not scheduled to work during the meeting times. The parties shall work cooperatively to schedule meetings at mutually convenient times. The review of ADO forms may be an agenda item at the request of either party.

PATIENT SAFETY AND RELIABILITY COMMITTEE

Purpose. The Union and Hospital agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, specialization, changes in the specialization of units, structural changes in delivery of patient services and qualitative changes in average acuity. The purpose of the Patient Safety and Reliability Committee (the "Committee") is to improve patient care and working conditions (for example, staffing, patient services delivery or work design).

Composition. The Committee shall consist of three (3) bargaining unit employees, chosen by the Union. The Union shall designate the members of the Committee in writing. The Hospital may designate up to an equal number of Committee attendees as the number designated by the Union.

At a minimum, the Hospital's CEO, Chief Clinical Officer and/or Director of Quality Management shall make best efforts to attend at least one (1) hour of a Committee meeting each month.

Meetings. The Hospital will grant up to two (2) hours of paid release time per quarter for each of the designated Committee members to attend Committee meetings. Committee release time shall be paid at the employee's base rate of pay. The Union shall provide at least seven (7) calendar days' written notice to the Hospital of scheduled Committee meetings. Site visits by regulatory agencies or unforeseen staffing needs (to maintain compliance with applicable state law and regulations) may require the rescheduling of Committee meetings. The Committee shall maintain an attendance roster and a record of who attends each Committee meeting, and shall provide such record to the Hospital after each Committee meeting.

NURSE STAFFING COMMITTEE

The Hospital agrees to maintain a Nurse Staffing Committee consistent with the requirements of RCW Sec. 70.41.420.

ARTICLE 30 – DURATION

Except as otherwise expressly provided herein, this Agreement shall become effective as of February 1, 2020 until September 30, 2020 and shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other, by registered or certified mail, at least ninety (90) days prior to the expiration date, that termination or modification of this Agreement is desired.

IN WITNESS WHEREOF, the parties by their duly-authorized representatives have executed this Agreement as of the _____ day of_____, 2017. 20

Signed and dated:

Lane Toensmeier, Labor Counsel
Washington State Nurses Association

Edward Goddard,
Senior Director of Labor Relations and
Labor Counsel
Kindred Healthcare, Inc.

Michelle Moore, Nurse Representative
Washington State Nurses Association

APPENDIX A – NEW HIRE SCALE

Experience	Rate	% between steps	Step Change
Base	$31.21		
1	$31.83	**2.00%**	$0.62
2	$32.47	**2.00%**	$0.64
3	$33.12	**2.00%**	$0.65
4	$33.78	**2.00%**	$0.66
5	$34.46	**2.00%**	$0.68
6	$35.15	**2.00%**	$0.69
7	$35.85	**2.00%**	$0.70
8	$36.57	**2.00%**	$0.72
9	$37.30	**2.00%**	$0.73
10	$38.04	**2.00%**	$0.75
11	$38.81	**2.00%**	$0.76
12	$39.58	**2.00%**	$0.78
13	$40.37	**2.00%**	$0.79
14	$41.18	**2.00%**	$0.81
15	$42.00	**2.00%**	$0.82
16	$42.84	**2.00%**	$0.84
17	$43.70	**2.00%**	$0.86
18	$44.58	**2.00%**	$0.87
19	$45.47	**2.00%**	$0.89
20	$46.38	**2.00%**	$0.91
21	$47.30	**2.00%**	$0.93
22	$48.25	**2.00%**	$0.95
23	$49.22	**2.00%**	$0.97
24	$50.20	**2.00%**	$0.98
25	$51.20	**2.00%**	$1.00
26	$52.23	**2.00%**	$1.02
27	$53.27	**2.00%**	$1.04
28	$54.34	**2.00%**	$1.07
29	$55.42	**2.00%**	$1.09
30	$56.53	**2.00%**	$1.11
31	$57.66	**2.00%**	$1.13
32	$58.82	**2.00%**	$1.15