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2019-2022

EMPLOYMENT AGREEMENT

By and Between

SEATTLE CHILDREN'S

and

UFCW LOCAL 21

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This Agreement is made and entered into by and between Seattle Children's (hereinafter referred to as the "Employer" or the "Hospital") and the United Food and Commercial Workers Union, Local 21, (hereinafter referred to as the "Union") in furtherance of their shared goal of maintaining a world class pediatric hospital that manifests the values of compassion, excellence, integrity, collaboration, equity and innovation. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all technical employees in the classifications set forth in the attached wage schedules, as certified by the National Labor Relations Board in Case No. 19-RC-13936, dated May 25, 2000, and all Home Care Respiratory Educators, as certified by the National Labor Relations Board in Case No. 19-RC-183402 dated October 26, 2016, as corrected on February 14, 2017 employed by the Employer at (a) its acute care hospital at 4800 Sand Point Way NE, Seattle, Washington; and (b) the following locations:

Seattle Children's Bellevue Clinic and Surgery Center
1500 116th Ave. NE
Bellevue, WA 98004

Seattle Children's at Overlake
1135 116th Ave. NE, Suite 400
Bellevue, WA 98004

Seattle Children's Home Care Services
2525 220th St. SE, Suite 101
Bothell, WA 98021-4440

Seattle Children's South Clinic
34920 Enchanted Pkwy. S.
Federal Way, WA 98003

Seattle Children's South Sound Cardiology Clinic
1901 S. Cedar Street, Suite 103
Tacoma, WA 98405

Seattle Children's North Clinic
1815 13th Street
Everett, WA 98201

excluding all guards, supervisors, managers, confidential employees, temporary and casual employees and all other employees.

Note: The parties agree that the words "all other employees" includes, but is not limited to, the following "technical" job classifications:

Biomedical Technicians
Certified Occupational Therapy Assistants
Dental Assistants
Dental Technicians
Dietary Technicians
Physical Therapy Assistants
Respiratory Care Assistants

New Job Classifications: The Employer will notify the Union if it establishes any new job classification within the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes the Employer's commitment to serve the community with the highest quality of patient care efficiently and economically, and/or meeting medical emergencies. The Union 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 and to maintain order and efficiency; to direct employees and to establish and change job assignments, working schedules and standards of performance; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements and staff ratios; to determine the kind and location of facilities; to determine the location in which services are to be provided; to determine the hours of operation; to determine whether the whole or any part of the "Hospital" shall continue to operate; to extend, limit, curtail or contract out its operations in whole or in part, including the right to utilize the services of registry/agency personnel and travelers; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided, however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon established job criteria and exercised in good faith; to lay off employees due to lack of work, low census conditions or for other reasons; to recall employees; to require overtime work of its employees; and to promulgate rules, regulations and personnel policies, provided that these management 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 rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those rights and prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the "Hospital" on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3 - UNION MEMBERSHIP; DUES DEDUCTION

3.1 Union Membership - Current Employees. Membership in the Union for employees hired prior to January 8, 2001 is voluntary. All full-time and part-time employees covered by this Agreement, who are now members or who voluntarily become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues, initiation fees, or a fair share/representation fee on a timely basis.

3.1.1 Union Membership - New Hires. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after January 8, 2001 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

3.1.2 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.2 Failure to Comply. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.3 Hold Harmless. The Union will 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 action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.4 Notification. The Employer shall make newly hired full-time and part-time employees aware of the representation fee/membership conditions of employment at the time of hire.

3.5 Per Diem Employees. The membership commitments contained herein shall not apply to employees presently classified, subsequently reclassified, or newly hired to per diem employee status.

3.6 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms; provided, however, this authorization form may be rescinded and canceled by the employee at any time by written notice to the Employer with a copy to the Union. The amount deducted and a roster of all employees using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues 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, including the use and security of the Social Security numbers provided pursuant to Section 4.5 below.

3.7 Contract. The employer will give each newly hired employee a copy of this Agreement. The Union will provide copies of this Agreement to the Employer. Additional copies of this Agreement, provided by the Union, shall be available on Seattle Children's intranet site.

3.8 Voluntary 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 (UFCW Active Ballot Club). The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of said employee. Voluntary Political Action Fund contributions shall be a minimum of two dollars (\$2.00) per pay period.

ARTICLE 4 – RIGHT OF ACCESS/UNION BUSINESS

4.1 Access to Premises-Union Staff. Authorized staff representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union staff representatives shall not have access to employee lounges, nursing units, work areas or other patient care areas unless advance approval has been obtained from the Employer. The Union agrees that this limited right of access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and such access shall not interfere with or disturb employees in the performance of their work during working hours, and shall not interfere with or provide any distraction to patient care, patient families or the normal operation of the "Hospital".

4.2 Unit Representative/Shop Steward. The Union may designate Unit Representatives (Shop Stewards) for each department of the Employer. The Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. A Chief Steward will be identified as the primary contact point for communication between the Employer and the bargaining unit. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, (e.g. breaks, meal periods and before or after shift) and shall not interfere with the work of other employees, or provide any distraction to patient care, patient families or the normal operations of the "Hospital".

4.3 Job Descriptions. The Employer will provide the Union with a copy of job descriptions and subsequent revisions for employees covered by this Agreement. Upon written request by the Union, the Employer and Union will meet within fourteen (14) days of the request to review any revised job descriptions for bargaining unit classifications.

4.4 Bulletin Boards. The Union will be permitted the use of bulletin board space designated by the Employer for the purpose of posting Union notices. All materials posted on the bulletin boards must, prior to posting, be approved by the Director of Human Resources or an on-site designee, and signed by a designated Unit Representative. The Union and each bargaining unit employee agrees to limit the posting of Union materials to these designated bulletin boards.

4.5 Bargaining Unit Roster. Quarterly, the Employer shall provide the Union with a list of all employees covered by this Agreement including their name, address, social security number, department, classification, FTE status, gross monthly pay for the past three (3) months, and date of hire. Monthly, the Employer shall provide a list of new hires (including the above referenced information) and a listing of names and social security numbers of all terminations during the month. As of the date of this Agreement, the Union is working to eliminate the need to rely on Social Security numbers. As soon as practicable, the Union will advise the Employer that it no longer needs Social Security numbers and the parties will develop a mutually acceptable alternative.

4.6 New Employee Orientation. A designated UFCW, Local 21 bargaining unit representative may meet with new hires for a period of up to thirty (30) minutes at the end of the Hospital's orientation. Attendance shall be voluntary and shall be on the unpaid time of the bargaining unit representative and the new hire. The Employer will advise the Union when bargaining unit members are attending new hire orientations.

4.7 Collective Bargaining. The Employer will make a good faith effort to release the members of the Union's designated bargaining committee (up to seven employees) from work to attend Collective Bargaining Sessions when scheduled. Prior to the start of Collective Bargaining, the designated employees shall identify whether they wish to use PTO for the dates of the bargaining sessions they attend. If they choose not to use PTO, the days of the bargaining sessions shall be treated as "no pay" days, but shall not alter accrual of benefits that would otherwise be earned by the employee. After March 11, 2019, "PTO" in this paragraph shall be replaced by "vacation, personal time or holiday time."

ARTICLE 5 - DEFINITIONS

5.1 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than one hundred and fifty (150) calendar days. After one hundred and fifty (150) calendar days of continuous employment, the employee shall attain regular status. During the probationary period, an employee may be terminated without notice or cause, and without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

5.2 Full-Time Employee. An employee classified as such on the Employer's personnel records who works on a regularly scheduled and continuing basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Part-Time Employee. An employee classified as such on the Employer's personnel records who is regularly scheduled to work on a continuing basis at least thirty-two (32) hours per two week pay period, but less than eighty (80) hours per pay period, and who has successfully completed the required probationary period.

5.4 Per Diem Employee. An employee classified as such on the Employer's personnel records who is regularly scheduled to work on a continuing basis less than thirty-two (32) hours per two week pay period or hired to work on a scheduled or intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event

of an emergency or employee absenteeism. Per diem employees shall not accrue seniority nor are they eligible for any benefits provided for in this Agreement. A per diem employee shall receive a ten percent (10%) per diem premium in addition to the regular rate of pay while working in that capacity. A full-time or part-time employee who changes to per diem status shall retain previously accrued seniority and benefits (frozen) pending return to regular status. Seniority shall not accrue nor apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

5.4.1: If a per diem employee is regularly scheduled to work more than thirty-two (32) hours per two (2) week pay period for a four (4) month period, a bargaining unit employee working in the same unit or department may request a position be posted; provided, however this shall not apply to a per diem employee who is replacing a person who is out on approved leave of absence or persons out on Paid Time Off.

5.5 Temporary Employee. An employee hired to perform a specific need or work situation strictly temporary in nature or to perform temporary work on a pre-determined work schedule. In all cases, the temporary position shall be for no more than six (6) months in duration. Any extension beyond six (6) months shall require the consent of the Union. Any such extension shall be in writing. Temporary employees are not included in the bargaining unit nor covered by the terms of this Agreement.

5.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential; the premium for Respiratory Care Therapists II Transport Team; and lead pay when the employee has a regular (designated) lead assignment.

5.7 Length of Service. For purposes of this Agreement and the method of computing paid time off, seniority, and other conditions of employment, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. For purposes of computing longevity (wage) steps and annual leave progression steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period. Effective January 1, 2020, the preceding sentence shall be replaced by: "Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefit accruals not to exceed 80 hours per pay period. Sick leave accrual shall not be limited by the maximum of 80 hours per pay period."

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Job Posting. Regular job openings in the bargaining unit shall be posted in a prominent location for seven (7) days. The requirements for the job (including any required registrations, licenses, certifications, etc.) shall be included in the posting. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this contract, the term "qualified" is herein defined to include

such factors as skill, competence, ability, experience, attendance/punctuality record and past performance, in the opinion of the Employer.. Absent exceptional circumstances, the selected employee will be placed in the new position within three (3) months of acceptance. Subject to the above provisions, per diem employees applying for a position will be considered before outside applicants.

6.1.1 Any employee selected for a new position will be subject to a ninety (90) day trial period. If the employee is unable to successfully perform the duties of the position during the trial period in management's opinion based on established job criteria and, if the employee is otherwise in good standing, the employee will be returned to the employee's prior position if the employee's former position is still vacant; otherwise the employee will be laid off and will be eligible for recall to the employee's prior position, or similar classification if qualified at the first available opening, or in the alternative, the employee may elect to terminate with severance pay (7.3.2).

6.1.2 Upon being selected for a new position, an employee shall be ineligible for other job openings for a period of six (6) months, unless otherwise agreed to by the Employer.

6.2 Notice of Resignation. Employees are encouraged to give at least twenty-one (21) days' advance notice of resignation and shall be required to give at least fourteen (14) days' written notice of resignation. Failure to give the required fourteen (14) day notice may, in the Employer's discretion, result in loss of accrued vacation and the employee may not be eligible for rehire. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of appropriate performance improvement activities and corrective action administered with "due process", which may include a written performance improvement plan, counseling, coaching, or suspension with or without pay. All disciplinary and "corrective" actions shall be described in writing, and a copy shall be given to the employee. Employees shall be required to sign the written document for the purpose of acknowledging receipt thereof. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the corrective action, but rather shall only be an acknowledgment that the employee has seen and comprehends the gravity of the disciplinary action taken. Corrective action and performance improvement processes shall not be applied when the nature of the offense requires immediate suspension or discharge. The concept of the "verbal warning" shall not be relevant or used for purposes of discipline and discharge. An employee may request the attendance of a Union representative or a Steward (who has obtained a release from his/her manager) during any investigatory meeting which may lead to disciplinary action. This section shall apply to any per diem employee who has been regularly scheduled on a continuing weekly basis, who has worked at least one (1) year for the "Hospital", and who has worked 416 or more hours within the last twelve (12) months.

6.4 Personnel File. By appointment, employees may have access to their personnel files during normal Human Resources Department hours. Such files will be reviewed by the employee with a representative of the Human Resources Department or the department manager or designee in attendance.

6.5 Performance Evaluations. All employees will be formally evaluated in writing prior to completion of the probationary period, at one year and thereafter as determined to be necessary, or requested. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. Completion of annual department specific competencies will be required. The employee's participation, including a self-evaluation, is an integral part of the evaluation process. The employee will be given a copy of the evaluation, if requested. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file.

6.6 Health Tests. The Employer will address additional occupational health needs consistent with state and federal requirements and as appropriate with national recommendations and guidelines (e.g. Center for Disease Control), local and state health departments and community standards. The Employer will provide vaccines and titers consistent with CDC guidelines and/or OSHA regulations without cost to any employee.

6.7 Availability of Scrubs. Employees who routinely are exposed to contact with patient bodily fluids will have access to impervious gowns. Each department will have access to scrubs to provide a change of clothing to an employee whose work clothes become contaminated with bodily fluids.

6.8 Parking. Parking and transit benefits shall be in accordance with Employer policies. In the event the Employer modifies its current parking and transit policies or rates, the Employer will notify the Union and, upon request, meet and review the changes with the Union. The Employer will notify the Union at least thirty (30) days prior to the intended implementation date.

6.9 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable city, state and federal laws regarding nondiscrimination. This section shall not be subject to Step 4 (arbitration) of the grievance procedure (Article 16).

6.10 Travel: An employee who accompanies a patient traveling shall be on paid time. Travel time between worksites, when necessary, shall also be on paid time. Employee commute time to and from a worksite shall not be paid time. If an employee uses his/her personal vehicle for travel on paid time, the Employer shall reimburse the employee at the IRS standard rate based on submission of mileage reimbursement in accordance with Seattle Children's policies.

6.10.1 Respiratory Educators generally are expected to start and end their workdays at Home Care Services in Bothell. With prior authorization, Respiratory Educators may drive directly to or from their home and a patient's home at the start of the day; in such case, the Respiratory Educator may request mileage reimbursement for the distance between their home and the patient's home less the distance between the Respiratory Educator's home and Home Care Services in Bothell.

ARTICLE 7 - SENIORITY

7.1 Seniority Definition. Seniority is defined as a full-time or part-time employee's continuous length of service based on hours compensated (excluding standby hours) within a job group (7.1.1) within the bargaining unit from the most recent date of hire. Seniority shall not apply until an employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee will be credited with seniority from most recent date of hire. Time spent on a leave of absence without pay shall not be counted.

a. Home Care Respiratory Educators hired prior to April 7, 2017, shall be credited with 2080 hours per year from the employee's most recent date of hire as a full or part time employee of Seattle Children's Hospital. As of January 1, 2019, Respiratory Educators hired prior to April 7, 2017, shall be credited seniority in accordance with Article 7.1 above.

7.1.1 Job Groups. For purposes of this Article, the following job groups shall be recognized:

- a. Orthopedic
Orthopedic Technician
Orthopedic Technologist (Ortho Tech II)
- b. Respiratory Care
Respiratory Care Therapist I
Respiratory Care Therapist II
Respiratory Care Therapist II, Transport Team
- c. Pharmacy Techs
Pharmacy Technician I
Pharmacy Technician II
- d. Licensed Practical Nurse
- e. Surgical Technologist I
Surgical Technologist II
- f. Anesthesia Technician
- g. Radiology/Imaging
Radiology Technologist
Interventional Radiology Technologist
Nuclear Medicine Technologist
Ultrasonographer
CT Technologist
MRI Technologist
- h. Cardiology
Cardiac Cath Lab Technologist
Cardiac Cath Lab Cardiovascular Technologist/CVT
Ultrasonographer (ECHO)
- i. Polysomnography
Polysomnography Technician I
Polysomnography Technician II
- j. Home Care Respiratory Educator

7.2 Reallocation of Staff. Reallocation of staff may occur when restructuring of the FTE compliment on an existing unit or department occurs, when a unit or department changes clinical focus, when two or more units or departments merge, or when the staff mix ratio of a unit or department is restructured. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit or department. A listing of the FTEs for each shift on the new/restructured unit or department, including any qualification requirements, shall be posted on the unit or department for at least fourteen (14) days. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign employees to positions on the new/restructured unit or department based on seniority, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Employees who are not assigned a position in the new or restructured unit or department may take voluntary layoff with recall rights (7.4), apply for another vacant position for which the employee is qualified, or the employee may elect to terminate with severance pay.

Note: A mandatory reduction in an employee's position/hours (FTE) shall be implemented by using the provisions of this Section 7.2.

7.3 Layoff. Layoff is defined as a permanent or prolonged reduction in the number of employees employed by the "Hospital". Layoffs shall be by job group within a department and shift. In the event of a layoff, seniority within the job group shall be the determining factor when such factors as skill, competency, ability, experience and past performance (within the last twelve [12] months) are considered to be equal in the opinion of the Employer. Employees shall receive at least fourteen (14) days' notice of the impending layoff or pay in lieu thereof plus any accrued vacation.

An employee who has been displaced due to a layoff may accept the layoff or may displace the position of any employee on the low seniority list for the employee's job group, provided the employees' qualifications, competence, experience and past performance are considered to be equal in the opinion of the Employer, and provided further that the employee who was initially displaced is not on the low seniority list.

The low seniority list consists of the least senior employees in a job group who comprise twenty percent (20%) of the job group. Any employee identified for layoff who is on the low seniority list and any employee who has been displaced by another employee pursuant to the above process may displace the position of the least senior employee on the low seniority list provided the employees possess equal qualifications, competence and efficiency in the opinion of the Employer.

7.3.1 Roster. In the event of a layoff, a seniority roster will be given to the Union as well as available at the Department of Human Resources.

7.3.2 Severance Pay. Employees subject to a layoff may elect to be terminated and be eligible for severance pay. Severance pay shall be one (1) week's pay for every two (2) years of work in the bargaining unit. Employees who choose termination

with severance shall be ineligible for recall rights and shall be considered to have terminated their employment.

7.4 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the positions will be posted house-wide pursuant to Section 6.1, Job Posting. Employees on the reinstatement roster shall be regarded as applicants for the open position, together with other internal applicants. The position will be filled in accordance with the provisions of Section 6.1.

7.4.1 Notification of Recall. When subject to recall, the Employer will notify the employee on the recall roster by certified mail or receipted email. If the employee does not respond to the recall notice sent by certified mail or receipted email within seven (7) days, the employee will be removed from the recall roster and the personnel records shall be adjusted to reflect the employee's termination. The employee shall notify the Employer by certified mail or receipted email of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.5 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, failure to return from an approved leave of absence, refusal to accept permanent work on the same shift formerly worked when offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.6 Low Census (Low Need). Subject to employee qualifications and patient considerations, the Employer shall make a good faith effort to rotate low census equitably on each shift within a department. Prior to instituting mandatory low census, the Employer will endeavor to first cancel local agency personnel, employees working in an overtime condition, volunteers, on-call employees and employees working extra shifts. Travelers will be considered part of the regular staff for purposes of the low census rotation. Where the necessity for releasing employees because of low census is determined prior to beginning of the shift, volunteers will be determined by reference to a volunteer sign up list. Regular full-time and eligible part-time employees who work reduced schedules at the request of the Employer shall continue to accrue all benefits as if they had worked a normal schedule; provided, however, that under no circumstances shall an employee be credited with more than 2080 hours of work for purposes of benefit accrual during any one (1) twelve (12) calendar month period. A temporarily reduced work schedule because of low census (low need) shall not alter accrued hours of employment for seniority or the accrual of benefits which would otherwise be earned by the employee. An employee may elect to use accrued vacation, holiday, or personal time to receive compensation for low census hours up to the actual hours scheduled. Inadvertent or mistaken application of this provision does not entitle the employee to backpay; rather, the employee will be entitled to skip their next turn in the rotation.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) hours.

Note: The normal work day referred to in Section 8.1 is intended to include scheduled shifts of less than eight (8) hours in duration.

8.1.1 10-Hour Day. The normal work day shall consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

8.1.2 12-Hour Day. The normal work day shall consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

8.2 Work Week. The normal work week shall consist of forty (40) hours worked within a seven (7) day period or eighty (80) hours worked within a fourteen (14) day period.

8.3 No Guarantee. Work days, work weeks and work schedules shall not constitute guaranteed hours of work.

8.4 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the "Hospital" and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least twenty-eight (28) days' advance notice to the employee.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked in excess of the normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the employee's regular rate of pay, providing the employee works the scheduled shifts for the remainder of the pay period, excluding low census conditions and use of accrued paid sick time. When an employee has worked more than sixteen (16) hours within a defined twenty-four (24) hour period without condition, double time (2x) for any overtime hours worked during that shift shall be paid. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.5.1 10-Hour Day. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the ten (10) hour shift and for hours worked in excess of forty (40) hours per week. If an employee works more than twelve (12) hours within a defined twenty-four (24) hour period, the time worked over twelve (12) hours during that shift shall be paid at the rate of double (2x) the employee's regular rate of pay, providing the employee gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions, use of accrued paid sick time, and situations where an employee had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without

condition, double time (2x) for overtime hours worked shall be paid to an employee who works two (2) sixteen (16) hour shifts in a pay period but only for the overtime hours during those two shifts.

8.5.2 12-Hour Day. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the twelve (12) hour shift and for hours worked in excess of forty (40) hours per week. If an employee works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked during that shift shall be paid at the rate of double (2x) the employee's regular rate of pay, providing the employee gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions, use of accrued paid sick time, and situations where an employee had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) for overtime hours worked shall be paid to an employee who works two (2) sixteen (16) hour shifts in a pay period but only for the overtime hours during those two shifts.

8.6 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for both time and one-half (1 1/2) and double time (2x) pay, the employee will receive the highest pay rate.

8.7 Meal/Rest Periods. Employees shall be allowed two (2) paid fifteen (15) minute rest periods during each normal work day and a thirty (30) minute unpaid meal period. Meal and rest periods shall be administered as provided by state law (WAC 296-126-092).

8.8 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2). This section shall not apply to standby and callback assignments, in-service, education or training, committee meetings or staff meetings.

8.8.1 10 and 12-hour Shifts. For ten (10) and twelve (12) hour shifts, the rest between shifts commitment will be ten (10) hours; otherwise, the commitments in Section 8.8 shall apply.

8.8.2 When an employee has worked in addition to his/her scheduled shift and such additional work does not allow at least twelve (12) hours rest (or ten (10) hours for ten and twelve hour shift employees) before the start of the employee's next scheduled shift, the employee may request supervisory approval in advance to not start that next scheduled shift on time. If such supervisory approval is granted and, as a result, the employee does not meet his/her full FTE, the employee may choose to supplement with vacation, holiday, or personal time or take no pay for the portion of the FTE not worked. This paragraph 8.8.2 includes callback assignments.

8.9 Posting of Schedules. The Employer's departments shall determine and post work schedules for at least twenty-eight-day periods (28) at least fourteen (14) days immediately preceding the effective date of the schedule. If a department intends to implement scheduling for a shorter period, it shall notify the Union. Within ten (10) days of the notification, the Union shall advise the Employer if it objects to the proposed format. If it objects, the format shall not be implemented until an agreement is reached. Except for emergency conditions involving patient care, reduced work load conditions (Section 7.6) and unplanned leaves, posted schedules may be amended only by mutual agreement. Any increase in scheduled hours of work for part-time employees will be discussed and mutually agreed to prior to posting the work schedule, except for holiday coverage. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer. Schedule changes after posting shall be communicated to involved employees in writing or by email.

8.10 Weekends. The Employer will make a good faith effort to rotate any weekend work in a fair and equitable manner consistent with departmental needs. This shall not apply to employees hired into work schedules that specifically include weekend work at a greater frequency. The weekend shall be defined as Saturday and Sunday for day and evening shift employees, and Friday night and Saturday night for night shift employees.

- a. "Modified Baylor" Positions: For those units where employees covered by the Agreement work with Registered Nurses who are on a modified Baylor schedule, the Employer may post positions that are expected to work every weekend. When the Employer chooses to post such positions, premiums shall be paid on alternate weekends, as follows:
 - (i) The first weekend shall be a "straight time weekend" and the following weekend shall be the "Baylor" weekend. These two shall continue to alternate as long as the employee remains in the position, and shall not be switched.
 - (ii) The employee shall receive straight time pay for the straight time weekend.
 - (iii) If the employee works the straight time weekend or is in paid status (such as vacation, personal, sick leave, bereavement) or in a low census no pay status for the straight time weekend, the employee shall receive time and one-half the regular rate of pay for hours worked on the following Baylor weekend. If the employee does not have any paid time for the straight time weekend, hours worked on the following Baylor weekend shall be paid at straight time.
 - (iv) Pay for hours not worked (vacation, personal, sick leave, bereavement, etc.) on the Baylor weekend shall be paid at straight time.

8.11 Premium in Lieu of Benefits. Benefit eligible employees may elect to receive a fifteen percent (15%) wage premium in lieu of all benefits. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the employee presents the Employer with written evidence that the employee is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance

carrier. Employees will be given advance notice of enrollment dates. After the decision to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the employee, no change in that compensation status will be allowed except as provided herein.

8.12 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one and one half (1 ½) hours in advance of shift cancellation. 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 minimum pay requirements.

ARTICLE 9 – COMPENSATION

9.1 Hourly Wage Rates. Employees will be paid in accordance with the hourly wage schedule set forth in Appendix A.

9.2 Effective Date. Wage rates, longevity steps and any other changes in compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience - New Hires. Full-time and part-time employees hired during the term of this Agreement shall receive one step on the wage scale for each full year (Section 5.7) of prior experience in the job classification to which the employee has been employed. For purposes of this section, "experience" shall be defined as recent, relevant, continuous experience in that job classification in the opinion of the Employer.

9.3.1 If a new employee is hired above the minimum longevity step set forth in Section 9.3, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

9.4 Placement for Promotions. An employee promoted to a higher paid job classification shall be placed on the new scale at the step which gives the employee a minimum of a two and one-half percent (2 1/2%) increase. A Respiratory Therapist I who is promoted to a Respiratory Therapist II or Respiratory Therapist II, Transport Team shall, upon completion of orientation, be placed on the new scale at the step which gives the employee a minimum of four percent (4%) increase.

9.5 No Advancement in Step. An employee shall not be advanced a step on the wage scale if, at the time the advancement would otherwise be due, the employee has a performance rating of "non-performer." The employee shall be placed on a Performance Improvement Plan. An employee who was not previously advanced shall be advanced upon satisfactorily completing the Performance Improvement Plan, and the time calculation for the employee's next advancement shall be reset to that new date. If an employee fails to satisfactorily complete the Performance Improvement Plan, the employee will continue in the progressive disciplinary

process without a step increase until the employee thereafter satisfactorily completes a Performance Improvement Plan or achieves a rating above “non-performer.”

ARTICLE 10 – PREMIUM PAY

10.1 Shift Differential. Employees assigned to work the second (3:00 - 11:30 p.m.) shift shall be paid a shift differential of two dollars and cents (\$2.00) per hour over the hourly contract rates of pay. Employees assigned to work the third (11 p.m. - 7:30 a.m.) shift shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly contract rates of pay. When an employee works a shift of less than twelve (12) hours, and the hours overlap two shift periods, the employee will be paid the shift differential rate covering the majority of hours worked, excluding meal period. In the event of a 50-50 split shift, the employee will be paid at the higher shift differential.

10.1.1 12-Hour Shifts. Shift differential shall be paid for those hours worked on an evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift. If an employee on a 12-hour shift is involuntarily released from duty prior to the end of his/her scheduled shift, the employee shall receive shift differential for all hours worked when shift differential is applicable.

10.2 Standby Pay. Employees placed on standby status off hospital premises shall be compensated at the rate of four dollars (\$4.00) per hour. Employees shall continue to receive standby pay for the duration of the standby assignment even if called in to work.

Once an employee in one of the following classifications has been on standby status for forty (40) hours in a week, all further standby pay during the week shall be paid at five dollars (\$5.00) per hour: Surgical Technologist I and II, Anesthesia Technician, Interventional Radiology Technologist, Cardiac Cath Lab Technologist, Ultrasonographer, Echo Sonographer, CT Technologist, MRI Technologist, Radiology Technologist, Nuclear Med Technologist, Respiratory Educator, and Cardiac Cath Lab Cardiovascular Technologist/CVT.

10.3 Callback Pay. If an employee on standby status has left the Employer’s premises or their alternative site of care and is called back to work, any time worked during the callback shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for a minimum of three (3) hours. The Employer reserves the right to require the employee to work or remain on the premises for the three (3) hour minimum callback period if the “Hospital” has reason to believe the employee’s services will be needed. Travel time to and from the “Hospital” shall not be considered time worked. In no event shall an employee be paid for more callback hours than the number of assigned standby hours. The minimum callback hours shall not apply when the employee reports for work in advance of the assigned shift or continues working in an overtime status after the end of the scheduled shift.

10.3.1 Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a change in the employee’s start time the following day where the employee has been called back and works a minimum of four (4) cumulative hours that ends after midnight. To be considered, the employee must notify the Employer not later than one and one-half (1 1/2) hours in advance of the employee’s scheduled shift if making such a request. If released

from duty, the supervisor will assign a later start time. An employee whose schedule is adjusted by the Employer pursuant to this subsection shall not receive discipline under the Hospital's attendance/tardy policy for this absence.

10.3.2 Call Back – Not From Standby: When a regular employee has left the Employer's premises or their alternative site of care and is called to return to work outside of regularly scheduled hours for work and not adjacent to regularly scheduled hours and is not on standby status, any time worked during the callback shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for a minimum of three (3) hours. This paragraph shall not apply to per diem or temporary employees.

10.3.3 Sleeping Rooms: Employees who are on standby who voluntarily utilize sleeping rooms provided by the Employer in its facilities shall be considered to be off the Employer's premises for the purposes of Sections 10.2 and 10.3 when not actually working.

10.4 Lead Pay. Employees assigned to lead positions by the Employer shall be paid one dollar and fifty cents (\$1.50) per hour above the employee's regular rate of pay. Effective the first pay period on or after February 1, 2017, employees assigned to lead positions shall be paid one dollar and seventy-five cents (\$1.75) per hour above the employee's regular rate of pay.

10.5 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars (\$2.00) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Effective the first payroll period after January 31, 2020, this premium shall be increased to two dollars and fifty cents (\$2.50). Weekend premium pay shall not be included in the regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:30 p.m. Sunday.

10.6 Phone Consultations Outside Schedules Hours. Phone calls received by employees requiring the employee's clinical or technical expertise shall be logged and paid for at time and one-half (1 ½) the regular rate of pay for all time worked in 15 minute increments. If an employee receives more than four such calls during the period between 11:00 p.m. and 7:30 a.m., the employee will receive at least three hours of pay at time and one-half (1 1/2) for that time period. If an employee gets called back to the hospital premises or alternate site of care, the callback pay in Section 10.3 shall apply.

10.7 Certification Pay. An employee who obtains one or more specialty certifications relevant to his/her current responsibilities will be paid a premium of one dollar (\$1.00) per hour, provided that the particular certification has been approved by the applicable Vice President or designee and the employee keeps the certification current and in good standing. This premium shall not be paid when the certification is required for the employee's position, or when an employee is in an upper level of the classification and the certification contributed to the promotion to the upper level of the classification. The premium of \$1.00 per hour shall be the same regardless of the number of eligible certifications possessed by the employee. A full list of eligible certifications shall be made available on the HR web page on CHILD or by

contacting Human Resources.

10.8 Preceptor. A preceptor is an experienced employee assigned specific responsibility for planning, organizing, teaching, and evaluating the skill development of a new employee or an employee who has transferred to a new classification unrelated to the employee's prior classification. A new or transferred employee may be enrolled in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education, training and documentation of the trainee's progress for a specific training period. The period in which the new staff member is "precepted" is defined as the identified period of time for planned and guided learning experiences in which the new employee is not expected to perform independently. During the precepting period, the preceptor evaluates the new employee's competence in critical thinking ability as well as assessment and technical skills.

Department management will determine the need for a preceptor program, the length of the precepting period, and the selection of the preceptors. If the department decides to have a precepting program, managers and staff of the department will collaborate to develop the criteria for the preceptor program. Preceptors will be assigned on a voluntary basis to the extent possible. Preceptor pay will be paid during the initial training period for precepting a new staff member or for the cross training or specialty skill training of another staff member for training other employees as designated by management. When assigning responsibilities requiring the preceptor role and functions, the Employer will only assign a staff member who has completed preceptor training unless no preceptor-trained employee is available. It is understood that all employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new employees. This would include the providing of informational assistance, support, task instruction, and guidance to new employees.

10.8.1 Preceptor Pay. Any employee assigned as a preceptor shall receive one dollar (\$1.00) per hour over the regular rate of pay for all hours when acting as a preceptor. However, a preceptor shall not receive this differential if the employee is in a higher paid job classification that contemplates training and education as job responsibilities.

10.9 Work on Day Off. An off-duty employee not on call (standby) who is asked and agrees to work in a patient care capacity shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay for a minimum of three (3) hours. Travel time to and from the hospital shall not be considered time worked. The minimum hours shall not apply if the work is contiguous with a scheduled shift. An employee on the hospital premises for training or a staff meeting who is asked to provide patient care instead of the training or staff meeting shall not be covered by this paragraph. An employee on the hospital premises for training or a staff meeting who is asked to provide patient care for the time periods after the end of the training or staff meeting shall be covered by this paragraph. This paragraph shall not apply to those employees doing telephone consultations and related work from home.

10.10 Transport Team Premium. All Respiratory Care Therapists II, Transport Team who are members of the Independent Transport Team shall receive a premium of \$4.00 per hour.

ARTICLE 11 –TIME AWAY PLAN/HOLIDAY

11.1 Accrual. Full-time and part-time employees shall receive paid time off (PTO) accrual based upon hours of work in accordance with Children’s PTO schedule. The parties recognize that, effective March 11, 2019, Children’s will convert from a PTO program to a Time Away Plan with separate vacation time, holiday time, sick time, and personal time (together, “Time Away”). Effective March 11, 2019, full-time and part-time employees shall receive paid Time Away in accordance with Children’s new plan. Until March 11, 2019, the prior contractual provisions for PTO shall remain in place.

11.2 Scheduling. Vacation, holiday, and sick time shall begin accruing the first day of employment. All paid time off, other than sick time, must be scheduled in advance and in accordance with Employer policies and with approval by supervision whenever possible. The Employer shall have the right to schedule time off in such a way as will least interfere with patient care and work load requirements of the Employer. Patient care needs will take precedence over individual requests.

11.2.1 Vacation/Personal Request Procedure. Vacation requests submitted between December 1 and January 15 for time off beginning March 1 and ending February 28 (29) of the following calendar year shall be granted by seniority. Notification of approval or denial shall be given to the employee no later than February 10. Vacation requests submitted after January 15 shall be granted based on the date of submission. Employees shall be notified of approval or disapproval within thirty (30) days. The prime time vacation period shall be from June 15 through September 15 and December 24 through January 2. Employees who are denied prime time leave in one year shall have priority over the least senior employee whose request would have otherwise been granted for prime time in the next year. A vacation and holiday calendar shall be available in each department. Scheduled vacation can be requested in daily or hourly increments.

11.3 Holidays. Employees eligible for holidays under the Employer’s policy will receive ten paid holidays. They are:

- | | |
|-----------------------------|------------------|
| New Year’s Day | Labor Day |
| | Veterans’ Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President’s Day | Christmas Day |
| Memorial Day | Floating Holiday |
| Independence Day | |

11.3.1 The adoption of the Time Away Plan in Section 11.1 above includes the Service Recognition Award day.

11.4 Work on Holidays. All full-time, part-time and per diem employees who work on the following holidays, New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 ½) times the employee’s regular rate of pay for all hours

worked on the holiday. Exception: An employee shall receive double time (2x) for all overtime hours worked on one of the above specified holidays, providing the employee works four (4) or more hours beyond the end of the normal full-time work day.

- (a) When a scheduled holiday falls on a Sunday, it will be observed on the following Monday.
- (b) When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.
- (c) Non-exempt employees required to work on an actual or observed Children's premium pay holiday for patient care or business necessity reasons, and who work the majority of their assigned hours on the actual or observed holiday, shall be paid time and one-half their regular rate for all hours worked.
- (d) Non-exempt employees who are required to work both the actual holiday and the observed premium pay holiday will receive premium pay for the actual holiday.
- (e) Under no circumstances will a staff member receive holiday premium pay for both days.
- (f) All holidays will be rotated equitably among staff within each department.
- (g) If a holiday falls on a normally scheduled workday for an employee, and the employee does not work on that holiday but works sufficient hours during the week to fulfill his/her FTE, the employee may opt not to use paid Time Away for the holiday, subject to manager approval.

11.4.1 Employees at 0.87 or greater FTE, with ten (10) or more years of continuous service at Children's and who are required to work more than three (3) holiday shifts per calendar year will receive one holiday option per year. The holiday option given to such an employee includes either receiving double time (2x) pay on the third such holiday shift of the year or the opportunity to offer the double time (2x) premium to another employee willing to work the holiday, thus providing this employee with the opportunity to not work one (1) scheduled holiday each year, provide this employee finds a qualified replacement.

11.5 Pay Rate. Paid Time Away and holidays shall be paid at the employee's regular rate of pay. Accrued holiday hours and holiday pay shall be prorated for part-time employees. Any payment of vacation time upon separation need not include shift differential.

11.6 Notification. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

ARTICLE 12 – SHORT TERM DISABILITY

12.1 Bargaining unit employees will participate in the Employer's short term disability plan, to the extent it is maintained or integrated with other paid family and medical leave programs, in the same manner as unrepresented employees of the Employer. Once the already announced changes for March 11, 2019, are implemented, the Employer will maintain the current level of the existing Short-Term Disability Plan through December 31, 2019. As of February 1, 2019, bargaining unit employees will participate in the Washington Paid Family and Medical Leave program in the same manner as unrepresented employees of the Employer. In the event the Employer modifies, eliminates, or integrates its current short term disability plan or provides an alternative plan(s), the Employer will notify the Union and, upon request, meet and review the plan changes with the Union at least forty-five (45) days prior to implementation.

ARTICLE 13 – BENEFITS

13.1 Flexible Benefits Plan. Beginning the first of the month following thirty (30) days of continuous employment, all full-time employees and all part-time employees regularly scheduled to work twenty-four (24) or more hours each week shall be included under and covered by the Employer's Flexible Benefits Plan. The employee may elect to cover dependents at the employee's expense pursuant to the terms of the plan.

13.2 Eligibility Requirements. Participation in medical, dental and any other insurance benefits provided by the Flexible Benefits Plan shall be subject to specific plan eligibility requirements.

13.3 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the State of Washington.

13.4 Retirement Plan. The Employer will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

13.5 Plan Changes. In the event the Employer modifies its current plans, costs, or provides an alternative plan(s), the Employer will notify and, upon request, meet and review the plan changes with the Union prior to implementation. The Employer will notify the Union at least thirty (30) days prior to the start of the open enrollment period.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Unless otherwise required by law, a leave of absence shall commence the first day of absence from work.

14.2 Maternity Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the employee for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. This leave runs concurrently with FMLA and with Health Leave as described in Section 14.3, if the employee is

eligible. If the employee's absence from work for maternity reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. The employee shall provide fourteen (14) days' notification if the employee does not wish to return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee must use previously accrued eligible Time Away to the extent available during the period of disability during the maternity leave. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. The Employer shall apply the Washington State maternity disability leave regulation consistent with law, with such leave running concurrently with the above-described maternity leave but not FMLA leave.

14.3 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. This leave runs concurrently with FMLA and with Maternity Leave as described in Section 14.2, if the employee is eligible. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee must use previously accrued eligible Time Away to the extent available. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. A second opinion may be requested at the Employer's option and expense.

14.4 Parenting Leave. After completion of the probationary period, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for paternity or legal adoption without loss of benefits accrued to the date such leave commences. This leave runs concurrently with FMLA, if the employee is eligible. The employee must use eligible Time Away to the extent accrued during the parenting leave. The Employer will make a good faith effort to hold a position open for a period of six (6) weeks. In the event the Employer is required to fill the position due to business necessity, the employee will be notified and given the opportunity to return to work. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the employee prior to the leave of absence. The above commitment shall not require the Employer to employ temporary agency personnel or place the Employer in an overtime condition in order to properly staff the Hospital.

14.5 Paid Bonding Time. Bargaining unit benefits-eligible employees shall be eligible for any paid bonding time as the Employer provides to non-unit employees of the Employer, under the same terms and conditions as now or hereafter established.

14.6 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned paid leave time.

14.7 Education Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study at the discretion of the Employer. After one (1) year of continuous employment, employees assigned at least a .6 FTE may be allowed up to twenty-four (24) hours of paid educational leave per year. Employees assigned an FTE of less than .6 FTE may be allowed up to eight (8) hours of paid educational leave per year. Educational leave shall be subject to budgetary and staffing considerations, scheduling requirements, and approval by the Employer of the subject matter to be studied.

14.7.1 Required Attendance. If the Employer requires an employee to attend an outside workshop or institute, the employee's regular rate of pay, tuition and approved expenses shall be paid by the Employer.

14.7.2 Education Fund. After one (1) year of continuous employment and subject to scheduling requirements and prior approval of the subject matter by the Department Director, full-time employees shall receive up to three hundred fifty dollars (\$350) per fiscal year (prorated for part-time employees) for registration fees and related travel expenses. Upon Director advance approval, the Education Fund may be used to provide reimbursement of testing fees and recertification fees to employees who have successfully completed certifications administered by an industry-recognized third party, provided that the certification is not required for the employee's current position but is directly related to the employee's responsibilities. Unused amounts shall not be carried over from one fiscal year to the next. The Employer will publicize the Education Fund to bargaining unit employees, including the process for accessing the Education Fund by placing relevant information and this provision of the Agreement on CHILD, and by advising managers over bargaining unit employees where the information is located.

14.7.2a After Hire Required Certification. In the event the Employer requires a new certification for a position, and existing employees are therefore required to obtain the certification, the Employer will reimburse those existing employees who obtain the certification for the fees of manager-approved coursework and for testing fees.

Note: Education fund dollars shall not be used to pay for membership in professional associations.

14.8 Leave Without Pay. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence.

14.9 Leave With Pay. Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer.

14.10 Return From Leave. Unless otherwise provided for herein, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified.

14.11 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to appear in court, and/or to provide a deposition on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at their regular rate of pay for scheduled work days or FTE for unscheduled days. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

14.12 Bereavement Leave. Up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. Once started, the paid leave must be used within the following seven (7) days. An additional sixteen (16) hours of leave may, at the discretion of the Employer, be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. These additional hours over twenty-four (24) will be considered vacation, personal time or holiday time if accrued or no pay if no vacation, personal time or holiday time is accrued. Immediate family shall be defined as grandparent, parent, wife, husband, registered domestic partner, step persons, brother, sister, child, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

14.13 Personal Leave. Bargaining unit benefits-eligible employees shall be eligible for Personal Leave as the Employer provides to non-unit employees of the employer, under the same terms and conditions as now or hereafter established.

ARTICLE 15 – CONFERENCE COMMITTEE

15.1 A Conference Committee consisting of four (4) persons appointed by the Employer and four (4) persons elected by the members of the unit shall be established to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the bargaining unit. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall meet upon request but not more frequently than quarterly. Such meetings shall not exceed one (1) hour in duration unless extended by mutual consent.

15.2 Unit Based Committees: It is the intent of the parties to increase involvement of staff in matters of scheduling, staffing decisions and periodic evaluation of patient care models. This will be achieved through a Unit Based Committee (“UBC”) structure which will receive direction from the manager and provide input to the manager and unit staff. Managers are responsible for making the decisions for department-based outcomes and the overall direction of the unit. The Unit Based Committees will operate under the following guidelines:

- a. A department, through its staff, may choose not to participate in this program. Moreover, where feasible, this program may be coordinated with existing programs for staff input.
- b. While significant census fluctuations characterize the Employer’s business, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients and improve working situations, while promoting collaboration between staff and management. Toward this

end, the UBC will make recommendations to management. The UBC will determine its schedule for meeting including frequency and length. The UBC will be responsible for reviewing outcomes to measure success.

c. There will be between three (3) and six (6) staff members on the UBC. Volunteers will be sought for the UBC. If appropriate, the manager may request that other staff members participate to provide demographic diversity on the UBC. The UBC will keep minutes describing the topics discussed at each meeting.

d. The UBC may be comprised of different job classifications and/or modalities (i.e. CT and MRI), as such, all participants recognize position/modality needs may vary. Recommendations from the committee may be position specific.

e. Where a unit has a staffing committee containing members of other bargaining units, management may coordinate meetings for discussion of common issues, provided that the UBC members of the bargaining unit do not lose their opportunity to participate and provide input.

f. The Hospital will provide training, on paid release time, for the UBC members to allow them to fulfill their responsibilities successfully.

The parties agree the UBC shall align with the values of compassion, excellence, integrity, collaboration, equity and innovation as it pertains to both staff and management participation.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

16.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 11.3 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal and waiver of the grievance by the aggrieved party. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

16.3 Grievance Procedure. All grievances shall be submitted to the following grievance procedure, except terminations which shall begin at step 2 and wage claims which shall be submitted at step 1 within thirty (30) calendar days of the pay date in question.

Step 1. Employee and Immediate Supervisor.

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt

thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance or any meeting held to discuss the grievance, whichever is later. Should the supervisor and the employee meet to resolve the grievance, a Unit Representative may attend the meeting at the employee's request.

Step 2. Employee and Manager or Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee (or the Union at the request of the employee) shall present the grievance in writing to the Manager or Director (and/or designee) within fourteen (14) calendar days of the immediate supervisor's decision. If an employee does not report to both an immediate supervisor and a different Manager or Director the employee may skip Step 2 and proceed directly to Step 3 below. A meeting between the employee (and the Unit or Union Representative, if requested by the employee) and the Manager or Director (and/or designee) shall be held within fourteen (14) calendar days, or other mutually acceptable date, following the presentation of the Step 2 grievance for the purpose of resolving the grievance. The Manager or Director (or designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Employee and Vice President, Human Resources.

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

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the applicable Vice President or designee. If the "Hospital" and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute his judgment for that of the Employer in matters involving employee competency or ability, or in patient care issues where the Employer's judgment is based upon established job criteria and exercised in good faith. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further

arbitration of the issue in dispute. The Arbitrator shall have no authority to award punitive damages or interest. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement; provided that appropriate notice has been given as required by Article 17. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

16.4 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

ARTICLE 17 - UNINTERRUPTED PATIENT CARE

It is recognized that the "Hospital" is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or any other activity that interrupts, impedes or disrupts work, or the delivery of goods, services or patients/families to the Employer. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal.

ARTICLE 18 - GENERAL PROVISIONS

18.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable city, state and federal laws. Should any provision or provisions become unlawful or require modification by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

18.2 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

18.4 Unilateral Increases. Nothing contained herein shall prohibit the Employer at its sole discretion from paying wages and/or benefits in excess of those provided for herein; provided, however, that the Employer shall notify and, upon request, meet and review the changes with the Union prior to their implementation.

18.5 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 19 - DURATION

This Agreement shall become effective [insert ratification date] and shall remain in full force and effect to and including January 31, 2022, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new

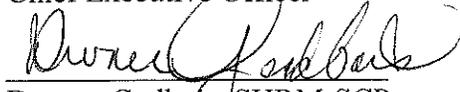
Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2019.

SEATTLE CHILDREN'S
HOSPITAL



Dr. Jeff Sperring,
Chief Executive Officer



Devnee Gadbois, SHRM-SCP
Sr. Director Human Resources

LOCAL 21, UNITED FOOD &
COMMERCIAL WORKERS
INTERNATIONAL UNION

Faye Guenther, President

Erin Adamson,
Union Negotiator

APPENDIX A WAGES

APPENDIX B
16-HOUR WEEKEND WORK SCHEDULE - RADIOLOGY

It is understood the following terms and conditions apply to the above-referenced employees.

1. General. Employees working the 16-hour shift shall do so voluntarily, unless it is a condition of hire.
2. Work Day. Employees assigned to work the 16-hour weekend schedule are utilized to work one (1) or two (2) consecutive sixteen (16) hour weekend shifts within each seven (7) day period exclusive of meal periods. Two (2) unpaid thirty (30) minute meal periods shall be provided and four (4) fifteen (16) minute paid breaks shall be provided. By mutual agreement, if the employee is working a shift without another technologist on site, the employee may waive the unpaid meal period and work the sixteen (16) hour shift without interruption. Shift start times shall be determined by the Employer.
3. Compensation. Employees who work a 16-hour weekend shift shall be paid at the regular rate of pay for the first twelve (12) hours and double time (2x) for the last four (4) hours of work.
4. Overtime. Employees who work in excess of sixteen (16) hours in any day will be paid for the excess hours at the rate of double (2x) their regular pay rate. Employees who work in excess of forty (40) hours within a work week will be paid at one and one-half (1 1/2) times the regular hourly rate of pay.
5. Shift Differential. Shift differential shall be paid for those hours worked on an evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.
6. Work on Holidays. 16-hour shift employees required to work on a holiday specified in 11.4 shall be paid one and one-half (1 1/2) times the regular rate of pay for the first twelve (12) hours of the 16-hour shift and double time (2x) thereafter.
7. Sick /Personal /Vacation Time. For purposes of sick leave, personal and vacation time, sixteen (16) hours constitutes one (1) workday.
8. Rest Between Shifts. Section 8.8 of the Employment Agreement shall not apply to this work schedule.
9. Notification. 16-hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than fourteen (14) days' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

10. Change in Schedule. The Employer retains the right to revert back to the eight (8), ten (10) or twelve (12) hour schedule, or the work schedule which was in effect immediately prior to the sixteen (16) hour shift schedule, after at least sixty (60) days' advance notice to the employees.
11. Weekend Premium Not Applicable. Weekend premium set forth in Section 10.5 shall not apply to this 16-hour weekend work schedule.

APPENDIX C
14-HOUR WEEKEND WORK SCHEDULE - RADIOLOGY

It is understood the following terms and conditions apply to the above-referenced employees.

1. General. Employees working the 14-hour shift shall do so voluntarily, unless it is a condition of hire.
2. Work Day. Employees assigned to work the 14-hour weekend schedule are utilized to work one (1) or two (2) consecutive fourteen (14) hour weekend shifts within each seven (7) day period exclusive of meal periods. Two (2) unpaid thirty (30) minute meal periods shall be provided and four (4) fifteen (16) minute paid breaks shall be provided. By mutual agreement, if the employee is working a shift without another technologist on site, the employee may waive the unpaid meal period and work the fourteen (14) hour shift without interruption. Shift start times shall be determined by the Employer.
3. Compensation. Employees who work a 14-hour weekend shift shall be paid at the regular rate of pay for the first twelve (12) hours and double time (2x) for the last two (2) hours of work.
4. Overtime. Employees who work in excess of fourteen (14) hours in any day will be paid for the excess hours at the rate of double (2x) their regular pay rate. Employees who work in excess of forty (40) hours within a work week will be paid at one and one-half (1 1/2) times the regular hourly rate of pay.
5. Shift Differential. Shift differential shall be paid for those hours worked on an evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.
6. Work on Holidays. 14-hour shift employees required to work on a holiday specified in 11.4 shall be paid one and one-half (1 1/2) times the regular rate of pay for the first twelve (12) hours of the 14-hour shift and double time (2x) thereafter.
7. Sick /Personal /Vacation Time. For purposes of sick leave, personal and vacation time, fourteen (14) hours constitutes one (1) workday.
8. Rest Between Shifts. Section 8.8 of the Employment Agreement shall not apply to this work schedule.
9. Notification. 14-hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than fourteen (14) days' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

10. Change in Schedule. The Employer retains the right to revert back to the eight (8), ten (10) or twelve (12) hour schedule, or the work schedule which was in effect immediately prior to the fourteen (14) hour shift schedule, after at least sixty (60) days' advance notice to the employees.
11. Weekend Premium Not Applicable. Weekend premium set forth in Section 10.5 shall not apply to this 14-hour weekend work schedule.

ADDENDUM D
Outpatient Clinics

The Hospital and Local 21 agree that employees with a primary assignment in an Outpatient facility will be employed in accordance with the following work schedule. All existing contractual provisions of the Employment Agreement shall apply unless otherwise provided herein.

1. Work Day. The normal work day is variable and does not provide for a fixed starting or ending time to the shift.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a defined seven (7) day period. Employees who work in excess of forty (40) hours during this seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. Overtime will not be paid on a daily basis.
3. Premium Not Applicable. Section 8.8, Rest between Shifts does not apply to this flexible schedule.
4. Addendum Not Applicable. This Addendum will not apply to employees who are regularly assigned to inpatient duties, even when working in an Outpatient facility.

LETTERS OF UNDERSTANDING

Letter of Understanding re Section 8.5, Overtime:

Children's intention is to have employees appropriately relieved by alternative staff in excessive hour situations resulting from emergent or otherwise unexpected staffing conditions.

Management, at its discretion, may make exceptions to the defined 24 hour work period and pay double time (2X) to employees due to excessive length of work.

Letter of Understanding re Non-Unit Functions:

The employer may assign Bargaining Unit employees to perform non-bargaining unit work of an equal or lower rate of pay provided:

1. The employee is competent in the judgment of the Employer to perform the work and the work is similar, or related to, the bargaining unit work normally performed by the employee;
2. The employee maintains his/her hourly rate and applicable differential pay when performing this work;
3. No bargaining unit employee is laid off, low censused, or otherwise displaced as a result of the assignment;
4. When more than one bargaining unit employee is capable and available and on shift to perform the functions to be assigned, the Employer will first solicit volunteers for the assignment. If there are more volunteers than needed, the Employer will attempt to distribute the work on an equitable basis.
5. This Letter of Understanding is not intended to provide long term staffing solutions. The Union may raise concerns about the implementation of this Letter of Understanding in Conference Committee for full discussion.

Letter of Understanding re Pharmacy Technicians:

The parties recognize that some Pharmacy Techs on the night shift currently work a 7/70 schedule. It is the Employer's decision whether to maintain that 7/70 arrangement, but the

Employer will not alter the current pay practices and holiday scheduling for employees on that schedule without providing advance notice to the Union and bargaining about such changes.

Memorandum of Understanding re Transport Team:

This Memorandum of Understanding (“MOU”) is entered into by and between SEATTLE CHILDREN’S HOSPITAL (“Employer”) and United Food and Commercial Workers Union Local 21 (“Union”) regarding the RT II Transport RC Specialists. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Any equipment Seattle Children’s requires for RT II Transport RC Specialists will be reimbursed or provided by the Employer.

2. RT II Transport RC Specialists will receive training so that they are able to perform the assigned duties safely and independently. Typically, orientation and training for new RT II Transport RC Specialists will last for twelve (12) weeks, but in no case less than six (6) weeks, and will be consistent with the Employer’s “Orientation Process Outline” as updated periodically.