

Collective Bargaining Agreement
Between

Group Health Cooperative
and

United Food & Commercial Workers Union

Local 1001, Pharmacy Unit

Effective November 3, 2001 - September 30, 2004

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2001-2004

AGREEMENT

By and Between

GROUP HEALTH COOPERATIVE

And

UFCW LOCAL 1001 — PHARMACY UNIT

THIS AGREEMENT is made and entered into by and between UFCW LOCAL 1001, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the “Union” and the Group Health, hereinafter referred to as the “Employer.” 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

1.01 The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for all employees designated by the classifications set forth in Article 6 of this Agreement, hereinafter called the bargaining unit; excluding students in organized training programs (i.e., pregraduate such as externships or clerkships, or post-graduate, such as residencies), supervisors, and all other employees.

1.02 The term “supervisor” means any individual having authority in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsible to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

1.03 The Employer will advise the Union of any new classifications appropriate to this bargaining unit. As new classifications are introduced, the Employer agrees to negotiate wages, hours, and working conditions with the Union.

**ARTICLE 2 — UNION MEMBERSHIP AND BUSINESS - AUTHORIZED
DEDUCTIONS**

2.01 Union Membership. All regular full-time employees and all regular part-time employees shall make application to join the Union or begin paying representation fees thirty-one (31) days following the date of employment or thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing or pay representation fees for the life of this Agreement and any renewal thereof. After thirty (30) days of employment, temporary employees shall pay a service fee to the Union. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has been suspended for failure to tender monthly dues, representation fees or initiation fees, the Employer will terminate such employee if the employee is then not in good standing with the Union.

2.02 During the term of this Agreement, the Employer shall deduct Union dues or representation 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. A copy of the authorization form to be used by Union members is set forth as Exhibit “B” to this Agreement. Deductions 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 or representation fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list will include the name, classification, department, date of hire, social security number and shift. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month. The Employer will semi-annually supply a list of current addresses of all employees covered by this Agreement.

ARTICLE 3 — NONDISCRIMINATION

3.01 The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

3.02 No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 4 — UNION REPRESENTATIVES

4.01 Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first notifies the Employer of her/his presence, and that no undue interference with the work of the employees or the proper operation of the Employer shall result.

4.02 Shop Steward. The Union shall have the right to designate a reasonable number of shop stewards. The Union shall notify the Employer of the names of all shop stewards. Union business performed by Union stewards will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift) and shall not involve any other employee during that employee's working hours.

4.03 Bulletin Board. The Union will be allowed the use of bulletin board space for the purpose of posting official Union notices.

4.04 Union Orientation. Upon Completion of the Employer's centralized orientation program, the Cooperative will make a conference room available for up to one-half (1/2) hour for any GHC union to meet with new employees in their bargaining unit. Employee attendance will be voluntary. Any time spent in such voluntary meeting will be on unpaid time for both the new employee and the employee union representative.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF MANAGEMENT

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

ARTICLE 6 — DEFINITIONS

6.01 Probationary Employee. An employee shall be considered a probationary employee during the first six (6) calendar months of employment as a regular employee. During the probationary period, employees may be discharged without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

6.02 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized as and identified with the Employer's permanent organization.

6.03 Full-Time Employee. A regular full-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week or eighty (80) hours per fourteen (14) day period.

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

6.05 Temporary Employee. A temporary employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. Length of service shall be a primary consideration when temporary employees apply for regular positions providing skill, competence and ability are substantially equal to that of other applicants in the judgment of the Employer. Temporary employees will only be utilized to fill a regular position on a temporary basis. Temporary employees shall be ineligible for fringe benefits.

ARTICLE 7 — EMPLOYMENT PRACTICES

7.01 Professional Responsibility. The pharmacist must at all times conduct her/his profession in conformity with Federal, State and Municipal laws and regulations and must dispense only drugs, chemicals and pharmaceutical preparations of quality. With regard to all prescriptions and restricted drug merchandise, the pharmacist shall have full authority as to determining what is ethical and legal. The pharmacist must exercise her/his professional responsibility in order to prevent harm to consumers. The pharmacist shall respect management's right to direct the operation, including the Pharmacy, so long as such direction does not intrude upon the professional integrity of the pharmacist, and at no time shall the pharmacists be required to perform an illegal act.

7.02 Job Posting. When a regular job opening or vacancy occurs within the bargaining unit, notice of such job shall be posted in a prominent location within Employment and each facility for at least seventy-two (72) hours, excluding Saturdays, Sundays and holidays, unless circumstances require immediate replacement.

7.03 Notice Of Termination. All regular pharmacists shall be entitled to three weeks (3) notice of termination or pay in lieu thereof plus any accrued vacation. All other employees shall be entitled to two (2) weeks' notice of termination or pay in lieu thereof plus any accrued vacation, except the Employer shall not be required to comply with the provisions of this section as to any regular employee in cases of discharge for just cause.

7.04 Notice of Resignation. All regular pharmacists shall make a good faith effort to give thirty (30) days written notice of resignation but in no event less than twenty-one (21) days. All other regular employees shall be required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of accrued vacation. Consideration shall be given to extenuating circumstances that make such notice requirements impossible.

7.05 Personnel Files. Employees, by appointment, may review their personnel files, except for materials of a confidential nature from former employers.

7.06 Discipline and Discharge for Just Cause. Discipline and discharge of regular employees shall be for just cause. Regular employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of cause of the discharge at the time of discharge or within a reasonable time thereafter. Copies of written warnings shall be given to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be required to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but that the employee has seen the written warning and comprehends the gravity of the disciplinary action taken. Upon request by the employee, a copy of the written warning will be sent to the Union.

7.07 Training Programs. Participants in community sponsored work training programs will be excluded from the bargaining unit. Such participants will not replace bargaining unit employees.

ARTICLE 8 — SENIORITY - LAYOFF - RECALL

8.01 Seniority Defined. Seniority shall mean an employee's continuous length of service within a classification from most recent date of hire as a regular employee. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire as a regular employee within the classification. All employees on the payroll prior to October 1, 1979 shall have seniority based on total continuous service within the bargaining unit. Regular employees transferring to regular jobs outside of the bargaining unit and returning to the bargaining unit without a break in continuous regular employment at Group Health Cooperative shall not lose previously accrued seniority within the bargaining unit. In the event of a layoff, employees classified

as staff pharmacists and pharmacy specialists will be treated as one job classification for purposes of applying the terms of Article 8.04.

8.02 Seniority by classification shall be the determining factor in layoffs and recall from layoffs and transfers and Employer initiated schedule changes (by location), as further defined in the accompanying letter of understanding, except for the scheduling of weekend rotation pursuant to Article 9.11 where such factors as skill, competence and ability are substantially equal. The Employer shall be the judge as to the qualifications and competence of its employees, but such judgment shall be fairly and reasonably exercised. Benefit eligibility and accruals shall be based upon length of continuous regular employment with the Employer. Employees may not take the schedules regularly worked by other employees with less seniority. Seniority shall not apply to promotions.

Note: Article 8.02 states that “employer-initiated schedule changes (by work location)” shall be done by seniority, except for the scheduling of weekend rotation under Article 9.11 where such factors as skill, competence and ability are substantially equal.” During recent contract negotiations, the parties clarified that this language was intended to apply in work units where there is a set pattern of days on and off and/or no rotation of shifts as defined in Article 8.02.1. The parties also established the understanding that when such changes as changes in the pattern of days on and off or change in shift start time by more than two hours cannot be worked out voluntarily, and where it is reasonable and practical to apply such change to more than one employee, the least senior employee will be affected. It is also acknowledged that there is a general practice when there is an increase of hours that does not require posting, these hours are offered first to the most senior employee in the work place, provided the increase of hours does not result in overtime or a schedule conflict and the individual is not currently on a performance improvement plan.

8.02.1 Application of Seniority to Shift Rotation. Facilities with extended operations. Seniority shall not apply to rotating shifts established by the Employer in the hospitals and in other settings that have staff assigned twelve (12) hours or more a day five (5) or more days a week.

Other facilities. In outpatient settings that do not have extended operations there shall be no regular, continuing rotation of shifts involving changes of more than two (2) hours in shift start time except by mutual agreement between the Employer and the employee. Shift rotation may be required to meet patient care and staffing needs, as determined by the Employer, for orientation of new employees, vacation and sick leave relief, or emergency situations. Seniority shall not apply to such non-continuous shift rotation.

Note: The Employer and Union acknowledge that their shared interest in promoting a cooperative working relationship leads to an increased demand to release employees from scheduled work time in order to participate in labor/management activities. In recognition of this shared interest, it is agreed that shift rotation in an outpatient setting may be required under Article 8.02.1 in order to provide adequate coverage in the work place

when an employee is released for participation in labor/management activities.

8.03. Qualified. The term “qualified” as used in this Agreement shall mean the employee’s skills, competency and ability to independently (where appropriate), efficiently and reliably perform the responsibilities of a particular position within the time period normally expected of an employee new to the position. In determining whether a person is qualified, the relative demonstrated skill, competence and ability will be criteria to be considered in the selection process.

The Employer shall be the sole judge as to the qualifications and competence of its employees, but such judgment shall be fairly and reasonably exercised. In determining whether to layoff a more senior over less senior employee under Article 8.04 or to restrict re-bidding under Article 8.03.4 that might otherwise occur based on seniority, an employee will not be disqualified solely because the employee may, in the Employer’s opinion, require up to four weeks to be oriented (which may include some skill enhancement) to the position.

For purposes of exercising layoff options under Article 8.04.1, an employee will be considered eligible for a vacant position or to select a position from the Low Seniority Roster, if, in the Employer’s opinion, the employee can become oriented (which may include some skill enhancement) to the vacant position or the position on the Low Seniority Roster within four weeks. If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based on upon established criteria, the employee will be subject to layoff with recall rights without further notice. *Note: The Employer acknowledges that there are times where relevant experience, education or training may qualify an employee for a position. The Employer will make a good faith effort to identify in its position postings where there may be “equivalent” experience, education or training that meets established qualifications of a particular position. The Employer will also continue to respond to individual inquiries about whether s/he may have such equivalent experience, training or education; however, the Employer believes the final decision regarding job qualifications is a management responsibility.*

8.03.1 Work Unit. The term work unit means the work group, department and/or facility within which a layoff takes place.

8.03.2 Qualifying Hours Reduction. Qualifying hours reduction means an involuntary reduction of hours that entitles the employee to exercise the options under Article 8.09 (Hours Reduction).

8.03.3 Unit-wide Re-bidding. After a layoff or a qualifying hours reduction, the positions remaining within a work unit will be re-bid among remaining employees in order of seniority, providing the employees are qualified to fill the particular position for which they bid.

Limitation on employee position selection: During unit-wide re-bidding, an employee may not select a position that increases their currently assigned FTE in the work unit by more than .2 FTE, unless no other position in the work unit is available, or unless an alternative to this limitation on employee position selection is agreed upon pursuant to the requirements of this section.

Alternative to unit-wide re-bidding: With prior notice to the Union and when two-thirds of the employees in a work unit agree to utilize an alternative reassignment process that is acceptable to the manager, that alternative process will be utilized in lieu of unit-wide re-bidding.

8.03.4 Comparable Employment. For purposes of this Article, “comparable employment” or “comparable vacancy” shall be defined to include:

1. Similar classification/rate of pay.
2. Similar shift
3. Similar geographic location;
 - a. Lynnwood, Northgate, Northshore, Everett, Monroe
 - b. Burien, Renton, Federal Way, ROC (Riverton Operations Center)
Rainier, Kent, Puyallup
 - c. Downtown, Central Hospital, Central Specialty Center, Capital Hill
Family Health Care, Rainier, West Seattle
 - d. Olympia, Tacoma Medical Center, Tacoma South, West Olympia
 - e. Eastside Hospital, Eastside Specialty Center, Eastside Primary Care
Center, Renton, Northshore, Factoria
 - f. Float Pool
 - g. Port Orchard, Silverdale, Tacoma South, Tacoma Medical Center,
Poulsbo
 - h. Puyallup, Kent, Federal Way, Tacoma Medical Center, Tacoma South
4. Similar FTE status. Similar FTE status shall be defined as a change of .2 FTE or less.

8.03.7 Low Seniority Roster: The Low Seniority Roster is defined as follows for employees classified as pharmacy assistant B or intern: the listing of regular employees who constitute the least senior ten percent (10%) of employees in the job classification.

In the event that the number of employees initially subject to involuntary layoff or a qualifying hours reduction exceeds the size of the Low Seniority Roster, the Roster will be equal to one more than the number of employees initially subject to involuntary layoff or a qualifying hours reduction.

For employees classified as pharmacy assistant A or pharmacists, the Low Seniority Roster will consist at a minimum of the least senior ten percent (10%) of employees in the job classification, provided the Roster will be equal to three more employees than the number of employees initially subject to involuntary layoff or a qualifying hours reduction.

In the event a Low Seniority Roster employee holds more than one regular position, each position is subject to being assumed by a qualified and eligible employee under Article 8.04.1.

8.04 Layoff Procedures. When a permanent or prolonged reduction in the number of employees is required at any work unit, the employees in the affected classification in that work unit with the least amount of seniority shall be the first to be laid off, providing the remaining employees are qualified to perform the required work.

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

8.04.1 Layoff Procedures in the Pharmacy Warehouse and Manufacturing Work Units. For purposes of layoff and vacation scheduling, warehouse workers and pharmacy assistant As assigned to the warehouse and manufacturing techs and pharmacy assistant As assigned to manufacturing shall be placed on a combined roster for the employees' respective work unit. Seniority shall be based upon date of hire as a regular employee in any of three job classifications.

In the event of a layoff, the employee with the least amount of seniority on the combined roster shall be first to be laid off with recall rights, providing the remaining employees are qualified to perform the required work. In the event the employee is a pharmacy assistant A, the employee will have the options of layoff with recall rights or vacancies for which the employee is qualified. Pharmacy assistant As in the warehouse or manufacturing work unit will not be placed on the Low Seniority Roster.

Seniority for pharmacy assistant As for purposes of transfer outside the warehouse or manufacturing work unit. Pharmacy assistant As who transfer from the warehouse or manufacturing work unit to another Group Health facility shall be given a seniority date based upon length of regular service in the pharmacy assistant A job, adjusted for time spent in the warehouse or manufacturing tech job classification. Employees who transfer to the warehouse or manufacturing work unit shall be given a seniority date based upon length of regular service in the bargaining unit.

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

- a. any vacancy in the employee's job classification for which the employee is qualified.
- b. lay off with recall rights and involuntary layoff benefits in accordance with Group Health policy.
- c. in the event there is no vacancy for which the employee is qualified, or there is no comparable vacancy for which the employee is qualified, the employee may assume/select the position of any employee on the Low Seniority Roster for which the employee is qualified, providing the employee is not already on the Low Senior Job Roster.

An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been assumed as a result of this selection process, shall be subject to layoff with recall rights.

8.06 Recall Procedure. Employees who have been laid off pursuant to Article 8.04 or experienced a qualifying hours reduction under Article 8.09 shall be subject to recall to regular job openings in their former classification for which they are qualified in the inverse order of seniority prior to any job posting. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any final notice of recall to a comparable position for an employee who has been laid off shall be made by certified mail to the last known address of the employee.

8.07 Obligations of Employees on Recall.

- a. Current address/phone number. Employees on recall shall provide and keep updated a current address and telephone number(s) where the employee can be reached. The employee's right to recall to a particular non-comparable vacancy will be waived if the Employer, using the phone number on record, is unable to reach the employee after two business days.
- b. Statement of Continued Interest. Employees who have been on recall for six (6) months or more must submit to the Employer a written statement indicating a continuing interest in employment that is received by the first business day of the seventh (7th) month and on a monthly basis thereafter. If the employee fails to meet this requirement by the first business day of each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.
- c. Respond Timely to Final Recall Notice. Employees on recall must respond within seven (7) business days of the Employer's mailing of a final notice of recall

(certified letter) to a comparable vacancy. If the employee fails to meet this requirement, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

8.08 Termination of Seniority. Seniority shall terminate upon cessation of the regular employment relationship such as discharge, resignation, retirement, failure to return from leave of absence on a timely basis, failure to respond within the required time frame to a final notice of recall to a comparable position, failure to meet the requirements of a statement of continued interest in recall, refusal to accept an offer of comparable employment when subject to layoff or recall, or eighteen (18) consecutive months of layoff.

8.09 Change to Temporary Status: Regular employees changing to temporary status and returning to regular status within twelve (12) months shall not lose previously accrued seniority or their prior SelecTime accrual rate. Such time spent during temporary status shall not count toward the accrual of benefits or seniority. Previously accrued vacation shall be paid upon transfer to temporary status. Employees changing to temporary status may not use previously accrued EIB during such temporary status. Temporary employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB reinstated.

8.10 Hours Reduction. In the event of a reduction in hours which results in a change in FTE status, the Employer will make a good faith effort to reduce the hours of the least senior person on a shift within the classification and facility subject to employee qualifications, patient care needs, staffing considerations and hours of operation as determined by the Employer. An employee who is assigned to a .5 or more FTE status whose hours are reduced more than .25 FTE shall have the following options:

- a. Retain the current position with the reduction in FTE. Any employee choosing this option may elect to be placed on the recall roster for a period of eighteen (18) months. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.
- b. Reassignment to a vacant position as defined in Article 8 for which the employee is qualified.
- c. Assume any position on the applicable Low Seniority Roster providing the employee is qualified.

The Employer will maintain dependent medical coverage for the first month in which an employee's dependents are no longer eligible as a result of an FTE reduction pursuant to this provision.

ARTICLE 9 — HOURS OF WORK AND OVERTIME

9.01 Work Day. A normal work day shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours, with a scheduled uninterrupted meal period of not less than one-half (½) hour in duration.

9.02 Work Period. The normal work period shall consist of forty (40) hours within a seven- (7) day period or in the hospital setting, eighty (80) hours of work within a fourteen- (14) day period. A seven (7) day work period shall provide for at least one full day off. A fourteen (14) day work period shall provide for two (2) consecutive days off.

9.03 Overtime. Overtime shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal work day of at least eight (8) hours in duration or normal work period; provided, however, all additional overtime after twelve consecutive hours shall be paid at double (2x) the employee's regular rate of pay. If an employee works more than one (1) hour beyond the end of a regularly scheduled shift of twelve or more hours, then all overtime for that shift will also be paid at double-time. All overtime must be approved by the supervisor.

Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of the shift and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work day or normal work period. Specifically, sick leave, vacation, and all other categories of paid absences will be excluded as time worked from the determination of the obligation to pay overtime and the calculation of the overtime. The calculation of double-time will change on the same basis as overtime at time and a half; namely, the obligation to pay double time (2X) shall be based on actual hours worked.

There shall be no pyramiding or duplication of overtime pay and/or premium pay and the highest rate will apply. Part-time employees will be paid overtime for all hours worked in excess of the normal shift of eight (8) or more hours in duration to which the employee has been assigned. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purposes of computing when the regular shift begins and ends.

9.04 Rest Periods. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work, or major portion thereof. Such rest periods shall be taken as nearly as practical during the middle of each shift, taking into consideration the primary concern of adequate department coverage. Any employee working more than two (2) hours of overtime shall receive a fifteen (15) minute rest period. An additional rest period shall be received each two (2) hours thereafter.

9.05 Work Schedules. Work schedules shall be prepared and posted ten (10) days prior to

the expiration of the current schedule.

9.06 Meetings. All meetings where attendance is required, called by supervisory or management personnel, are to be paid for as hours worked.

9.07 Rest Between Shifts. Except for those employees on standby or those employees assigned a shift of twelve (12) hours or more, employees in outpatient settings staffed at least twelve (12) hours a day for five (5) days or more a week and hospital employees required to work with less than twelve (12) hours off duty between regularly scheduled shifts, shall be paid at one and one-half (1½) times the regular rate of pay for all time worked within this twelve (12) hour period. Overtime worked consecutive to the regularly scheduled shift is considered part of the scheduled shift for the purposes of computing when regular shifts begin and end. This section shall not apply to the rotation of shifts or to work schedules established by mutual consent, including schedules established for the convenience of the employee.

9.08 Alternative Work Schedules. Alternative work schedules not specified in this Agreement or Addenda hereto may be established by the Employer with the consent of the employee and prior review by the Union. Where alternative work schedules are utilized, the Employer shall have the right to revert back to the normal eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternate work schedule being established, after thirty (30) days' advance notice to the employee.

9.09 Overtime Scheduling. Where possible, scheduled overtime shall be assigned on a rotating basis.

9.11 Weekend Work. The Employer will make a good faith effort to provide a fair and equitable rotation of weekends off within a twelve (12) week schedule. With the exception of those employees specifically employed to provide weekend coverage (including employees working floating schedules and interns or those employees who voluntarily agree to more frequent weekend work, the Employer will attempt to schedule all regular employees assigned a .60 FTE or more to at least six (6) weekends off within the twelve (12) week schedule. Employees required to work more than six (6) weekends within the twelve (12) week schedule will be paid at the rate of one and one-half (1½) for the seventh (7) weekend worked and any additional weekends worked within this twelve (12) week schedule. The weekend shall be defined as that period from 7:00 am Saturday to 7:00 am Monday for employees working day or evening shifts, and from 11:00 pm Friday to 11:00 pm Sunday for employees working night shift. this section shall not apply to standby or callback assignments paid pursuant to Article 10.

Note: Where an employee identifies a concern with a loss of hours in a work week as a result of the difference in shift lengths between weekdays and weekends, the manager will work with the employee to identify opportunities for additional non-overtime hours.

ARTICLE 10 — WAGES AND CLASSIFICATION

10.01 Wage Schedule. Exhibit “A” attached hereto and made a part of this Agreement is the wage schedule, which shall be effective on the dates indicated therein.

10.02 Shift Differential. All employees who work the second (evening) shall receive one dollar and forty cents (\$1.40) per hour shift differential in addition to their regular rate of pay. All hospital pharmacy assistant As who work the third (night) shift shall receive two dollars and twenty-five cents (\$2.25) per hour in addition to their regular rate of pay. The third shift differential for hospital pharmacists shall be five dollars (\$5.00) per hour. Shift differential for hospital employees and employees in outpatient facilities staffed at least twelve (12) hours a day for five (5) or more days a week shall be in effect only if a majority of hours scheduled fall within the standard second or third shift in which case shift differential will be paid for the entire shift. Shift differential for outpatient employees in facilities without extended hours shall be paid in the amount of one dollar and forty cents (\$1.40) per hour for one or more hours worked after 5:30 p.m.

10.03 Report Pay. Any employee who is ordered to report to work, or who is scheduled to work and is permitted to come to work without receiving prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay. It shall be the responsibility of each employee to notify the Employer of her/his current address and telephone number. Failure to do so shall excuse the Employer from these notification requirements.

10.04 Mileage. Whenever any employee is required to work in more than one (1) location during the same day, travel time between locations shall be regarded as time worked. When the employee's vehicle is used, the distance traveled shall be reimbursed at the current Group Health Cooperative of Puget Sound per mile rate.

10.05 Lead Assignment. Employees assigned lead duties by the Employer will be paid one dollar and twenty-five cents (\$1.25) per hour for non-pharmacists and one dollar and fifty cents (\$1.50) per hour for pharmacists in addition to the rate of pay provided for the classification in Appendix A. A lead is one who is assigned lead responsibilities as defined by management but does not have supervisory authority as defined by the Labor Management Relations Act. Lead pay will be paid to an employee for any period during which the employee is assigned substantially all lead duties in the absence of the regularly assigned lead.

10.06 Premium Pay

1. Optifil Premium - \$ 1.25 per hour while the employees is performing that assignment.
2. IV tech – A premium of \$.75 per hour for each hour worked as an IV Technician with a minimum of one hour.
3. Relief Pool premium – A premium of \$1 per hour will be paid to Technicians and \$1.50 per hour for pharmacists who are assigned to the Relief Pool.

10.07 Temporary Employees. Temporary employees shall receive fifteen percent (15%) per diem premium above their applicable rate of base pay.

10.08 Premium in Lieu of Benefits. Regular part time employees at a .5 FTE or less may elect to receive a fifteen percent (15%) wage premium in lieu of all fringe benefits. This election must occur at the time of employment or between the dates of July 1 through July 10 in each year thereafter. For purposes of this Agreement, “fringe benefits” are defined as vacation, holidays, sick leave, insurance coverage (medical, dental, life, etc.) education, professional and emergency leave. An employee electing this wage premium will receive an adjusted benefit date if returning to benefit status in a subsequent year.

ARTICLE 11 — HOLIDAYS

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

New Year’s Day	Labor Day
Presidents’ Day	Thanksgiving Day
Martin Luther King’s Birthday	Christmas Day
Memorial Day	Floating Holiday
Independence Day	

Each regular employee shall receive one (1) “floating” day off without loss of pay at some time to be scheduled by mutual agreement between the Employer and the employee. Employees shall be eligible to receive the floating holiday on a calendar year basis upon completion of six (6) months of employment.

11.02 Holiday Pay. Any employee required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay for the straight-time hours scheduled and worked up to ten hours plus the same number straight-time hours scheduled and worked as holiday pay at straight time or by mutual agreement a compensatory day off with regular pay, within a thirty (30) day period following the holiday. To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with prior approval for such absence on those regularly scheduled working days.

11.02.1 Pay for Holiday Worked for Different Shift Lengths. Employees whose regular, reoccurring schedule involves a predictable pattern of different shift lengths shall be paid as follows for holidays:

- a. One and a half (1½) times the employee’s regular rate of pay for the same number of straight time hours scheduled and worked up to ten, plus
- b. holiday pay in the amount of the employee’s average shift length based on the

shifts normally assigned and worked by the employee. EXAMPLE: Employee assigned a .7 FTE normally works four 10-hour shifts and two 8-hour shifts per pay period. Average shift length = 9.33 hours.

11.03 Holiday During Vacation. If a holiday falls during an employee's vacation, it will be charged as a holiday. Holiday work assignments shall be equitably rotated among employees. Such rotation shall take precedence over vacation selection by seniority.

11.04 Holiday Not Worked. Full or part-time employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the employee would have worked but for the holiday. Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE time the number of hours worked in the normal work day, e.g., 8, 10 hours for holidays which fall on a scheduled day off.

Note: If a holiday falls on an employee's regularly scheduled day off, holiday pay shall be calculated by multiplying the employee's assigned FTE times the average shift length. EXAMPLE: Employee assigned a .45 FTE normally works two 8-hour shifts and two 10-hour shifts has an average shift length of 9 hours. Holiday pay is calculated by multiplying $45\% \times 9$ to equal 4.05.

11.05 The specified date for observance of a holiday shall fall within a twenty-four-- (24) hour calendar period. Departments requiring seven (7) day per week staffing shall observe the calendar day only for Independence Day, Christmas Day and New Year's Day regardless of which day of the week the designated holiday falls. Other holidays recognized by this Agreement, which are designated by government, shall be observed on the designated day. Where a clinic is closed and a holiday falls on a Sunday, then the following Monday shall be observed as the holiday. Where a clinic is closed and a holiday falls on Saturday, then the preceding Friday shall be observed as a holiday.

11.06 Holiday Night Shift. For any employee on night shift, holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

ARTICLE 12 — VACATIONS

12.01 Vacation Year. The vacation year shall be based upon an employee's anniversary date as a regular employee. Subject to the scheduling requirements of each department, employees may take vacation in increments of not less than one (1) day at a time.

12.02 After six (6) months of continuous regular employment, employees may schedule and take vacations to the extent that they have been accrued. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the particular department and the continuity of patient care.

12.03 Employees shall be entitled to annual vacation benefits in accordance with Article 13.04.

12.04 Vacation Pay. Vacation pay shall be the rate of pay the employee would have received had the employee worked during the time of vacation.

12.05 Vacation Scheduling. Vacations shall be scheduled at each department by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. There will be two posting periods with Employer approval response times as follows:

- a. January 1 through January 31 posting for the time period of March 14 through September 30. Employer response be provided by February 14.
- b. May 1 through May 31 for the time period of October 1 through March 13. Employer response be provided by June 14.

Employees must register their vacation selection during the period of posting to ensure their seniority rights concerning vacation schedules. Employees who fail to register their vacation selection during the period of posting will forfeit their seniority rights concerning vacation schedules. Vacation requests made outside the scheduled posting period will be approved or denied by supervision at least within four (4) weeks of the request. Vacation requests submitted in writing will be responded to in writing.

Limitations. Employees are required to rotate holidays and/or the work day before and after. "Work day" is defined as a day the department would normally have been scheduled to be open. Where vacation conflicts with the rotation of holidays, and/or the work day before and the work day after those holidays, individual holiday rotation shall take precedence. During the posting period, employees are limited to two requests of less than three consecutive work days in each of the calendar months of June, July, August and September, if such requests conflict with granting another employee a block of time off. A request for three or more consecutively scheduled days off is considered a block of time. The two requests for less than three days off include either: (a) one request of two consecutively scheduled days of work or (b) two requests for single scheduled days of work. The limitation in requests for two consecutively scheduled days of work off shall not apply to employees with FTEs of .4 or below for whom a full week off may consist of two or fewer days.

ARTICLE 13 — PAID TIME OFF

13.01 Purpose. Paid Time Off is intended to provide employees with paid time to cover needs for personal and family illness in addition to other needs or uses as defined by the employee and to encourage use of such time on a scheduled basis.

13.02 Definitions.

Paid Time Off Accrual: To be used for employee’s illness, family illness, vacation, family emergencies or other personal business.

Unscheduled Absence: The following notification standards shall be used to determine whether an absence is scheduled or unscheduled:

Absences of less than 5 days — unscheduled if taken with less than 48 hours advance notice.

Absences of 5 days or longer — unscheduled if taken with less than 14 days advance notice.

Hours at Risk: Hours contained in the “To Be Used” balance reported in an employee’s earning statement. The “To Be Used” balance includes the previous year’s accrued vacation which must be used by the employee’s next vacation anniversary date plus the current year’s accrual of up to 6 days/48 hours.

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

13.04 Accrual Schedule. The combined accrual schedule is as follows:

Accrual/Pay Period

<u>Completion of</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Yearly Total</u>
1-2 years	4.9341 hours	.0615 hours/hr	16 days
3 years	5.52 hours	.0690 hours/hr	18 days
4-5 years	7.3846 hours	.0923 hours/hr	24 days
6-7 years	7.6923 hours	.0961 hours/hr	25 days
8-9 years	8.000 hours	.1000 hours/hr	26 days
10-11 years	8.3077 hours	.1038 hours/hr	27 days
12+ years	8.9231 hours	.1115 hours/hr	29 days

Extended Illness Bank (EIB) hours shall accrue at the rate of 1.85 hours per pay period

(pro-rated for part-time employees).

13.05 Use of Paid Time off Accrued Hours. Paid Time Off accrual hours may be taken in hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences. Each department's established vacation rules as well as the provisions of Article 12 of this Agreement shall apply regarding advance notice, supervisory approval, scheduling requirements and minimum increments to be taken.

13.06 Conversion of Unused Paid Time Off Days. At the end of each 12 month period on Paid Time Off, up to 48 hours (prorated for part-time employees) of "Hours At Risk" will be automatically deposited in the Extended Illness Bank (EIB) account at 100% value.

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

Exceptions to adjust anniversary dates on vacation carryover limitation.

Employees may request an adjustment to the PTO anniversary date of up to 90 calendar days (before or after the current date) under the following rules:

- a. The adjustment must occur within the same budget year as their current anniversary date.
- b. The adjustment may not result in a carryover of more than 100% of a year's annual accrual.
- c. The adjustment may not result in a carryover of more than 50% of a year's PTO accrual to the next budget year.
- d. The adjustment of the anniversary date must be requested in order to enable the employee to take accrued time off that would not otherwise be available under the employee's current anniversary date (due to the 50% limitation on carryover). Only adjustments that are approved during the vacation-bidding period of January 1 through February 29 of each year consistent with the requirements of Article 12.06 shall be allowed.
- e. The approved vacation must be taken as requested (no cancellations are permitted once a change of anniversary date has been approved)
- f. Vacation time must be scheduled in accordance with the prime time restrictions under Article 12.06.
- g. All requests for a change of anniversary date must be submitted to the manager in accordance with the terms of this provision.

13.07 Extended Illness Bank (EIB). Employees shall accrue 6 days/48 hours per year (prorated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of

extended illness. The accrual shall be at the rate of 1.85 hours per pay period. The maximum accrual to the EIB bank shall be 1000 hours.

EIB hours may be used in the event of an illness lasting longer than 24 scheduled work hours (pro-rated for part-time employees). The first 24 consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be taken from the employee's PTO; after that, all subsequent hours of that same illness may be taken from the EIB. For example, an employee assigned a .5 FTE, may access EIB after the first 12 consecutive hours of scheduled work are missed due to an illness. (.5 FTE x 24 work hours = 12 hours.) There are four exceptions for which EIB hours may be used for the first day of absence due to illness:

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

13.08 Sick Leave Compensation. Accrued Paid Time Off as appropriate shall be payable at the regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of a dependent child pursuant to state law. Employees shall be required to notify the Employer at least one (1) hour in advance of the employee's scheduled shift if unable to report for duty on the first shift. Three (3) hours' advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of paid sick leave time for that day. The Employer shall give consideration to extenuating circumstances that make such notice requirements impossible. A receiving system will be established to receive incoming calls. The Employer reserves the right to require reasonable proof of such illness. Proven abuse of accrued Paid Time Off shall be grounds for discharge.

13.08.1 Accrued Paid Time Off for sick leave shall not be payable on contractually designated or scheduled holidays.

13.09 On-The-Job Injury. Accrued Paid Time Off may be used to supplement the amount received by an employee from Workers' Compensation Insurance as provided in Section 14.05 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

13.10 Medical Appointments. Employees will be expected to schedule medical appointments and/or treatments during non-working hours. Paid release time will be allowed for medical appointments and/or treatments with Group Health practitioners which an employee is unable to schedule during non-work hours. Up to one (1) hour travel time may be included as release time. Release time for medical appointments and/or treatments with Group Health Cooperative is subject to supervisory approval based upon patient care considerations and departmental needs. Paid release time is considered absence from work. Employees will notify the Employer as soon as practicable of requests for time off for medical appointments and/or treatments. If requested and approved in writing at least five (5) days in advance, employees released to a medical appointment will have the first two occurrences deducted from their attendance profile in a 12-month rolling period.

13.11 Coordination of Benefits. Paid Time Off shall be coordinated with time loss benefits so that eligible employees are made whole consistent with the terms of either benefit plan and to the extent eligibility requirements for either Paid Time Off or time loss are met.

ARTICLE 14 — INSURANCE COVERAGE

14.01 Health Insurance. The Employer shall provide its generally applicable employee medical, surgical and hospital services coverage for all regular employees from date of hire subject to the conditions set forth in that Plan. Medical, surgical and hospital services coverage shall be provided to employees assigned an FTE of .26 or greater. The Employer shall provide complete dependent coverage for regular employees assigned a .75 FTE or more, provided the employee makes dependent coverage application within thirty-one (31) days of the date of employment or acquisition of a dependent, or during the open enrollment periods.

Employees and their covered dependents will pay \$5 per outpatient visit (excluding preventive care visits), \$5 per pharmacy prescription (or the actual price if it is less) and \$50 per emergency room visit that doesn't result in hospitalization.

The Employer agrees not to reduce the current level of medical, surgical and hospital coverage for medical insurance under this Article during the terms of this Agreement. This shall include the conditions of co-payment and deductibles. This commitment shall not apply to administrative (non-benefit) changes that may occur to the Plan.

14.02 Other Insurance. The Employer shall provide through the Seattle-King County Pharmacists and Retail Drug Employees Trust Fund an insurance program consisting of (a) Life Insurance, (b) Accidental Death and Dismemberment Coverage, (c) Time Loss Coverage, for all employees as provided by the Drug Industry Trust, (d) Vision Care.

14.02.1 Accrued Paid Time Off shall be coordinated with any time loss benefits provided by this Agreement.

14.02.2 The Employer will provide life insurance in the amount of \$8,500 for employees assigned a .75 or more FTE. To be eligible, an employee must have the requisite FTE status for at least one year.

14.03 Dental Trust. The Employer will provide coverage under the Teamsters Dental Trust Plan E for each employee who works seventy-two (72) or more hours in the preceding month to provide dental care for such employees and their dependents. The Employer and the Union agree to be bound by the terms of the Trust Agreement creating the Teamsters Dental Trust.

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

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

Upon completion of eighteen (18) months of regular employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive Employer-paid medical coverage for themselves and their eligible dependents for a period of up to six (6) months.

14.06 Unemployment Insurance. All employees covered by this Agreement shall be provided coverage under the Washington State Unemployment Compensation Act.

14.07 Professional Liability. The Employer will provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

14.08 Long-Term Disability. The Employer shall provide its currently available long-term disability insurance for each employee assigned to a .75 FTE or more, subject to the terms and conditions in the plan and the employee's agreement to make the required contribution.

14.09 Participation in medical insurance benefits specified in this contract shall be subject to the specific terms, conditions and eligibility requirements of the benefit plan unless otherwise specified in this Agreement.

ARTICLE 15 — PENSION

15.01 Pension. The Employer shall pay into the Seattle-King County Pharmacists and Retail Drug Store Employees Retirement Trust Fund the sum of forty-five cents (45¢) per compensable hour for each non-registered employee, and seventy cents (70¢) per compensable hour for each registered employee within the bargaining unit.

“Compensable hours” shall include paid holiday and Accrued Paid Time Off hours. Contributions shall be made for all employees, including those classified as temporary. The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by the rules that may be established by the Trustees of the Trust Funds.

ARTICLE 16 — LEAVES OF ABSENCE

16.01 In General. All leaves are to be requested from the Employer in writing as far in advance as is possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as is possible. Leaves of absence for the purpose of extending vacations during the summer months shall be entirely at the convenience of the Employer. Employee-initiated leaves without pay for up to four (4) calendar days shall not alter any regular employee's anniversary date of employment or the amount of Paid Time Off credits which would otherwise be earned. This limitation shall not apply to leaves without pay for low census/low need. Employees on an approved leave of absence may not receive money, or its equivalent, from employment elsewhere or from self-employment unless approved by the Employer. This rule does not apply to an employee on an approved educational leave of absence.

16.02 Health Leave. After one (1) year of continuous employment, a leave of absence will be granted to employees for a personal illness or injury or injury or disability because of pregnancy or childbirth without loss of accrued benefits. A leave of absence begins on the date of first absence from work. Accrued Paid Time Off for the period of temporary disability shall be used during this period except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of Paid Time Off. Such leave shall not exceed six (6) months. The one-year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth.

The Employer will use reasonable efforts to staff the vacant position created by the leave of absence on a temporary basis for the period of the employee's sick leave, subject to patient care considerations and departmental needs. All persons hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. Length of service credit and benefits will not accrue but will remain the same as at the time of beginning the leave. Prior to returning to work after an extended absence for personal illness or injury, the Employer may require a statement from the attending physician attesting to the employee's capability to perform the work required of the job. If a disability leave of absence exceeds twelve (12) weeks, only then may the Employer permanently fill the vacancy. If the Employer has filled the position permanently, pursuant to the above, the employee on leave of absence, upon returning to the job, will be offered the first open position for which the employee is qualified.

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

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

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

Alleged violations of the family leave provision shall be submitted to the grievance procedure set forth in Article 21 in accordance with Family Leave Law. (b) Federal Law: Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee shall be granted up to twelve (12) weeks of unpaid leave in a twelve (12) month period to: (a) care for the employee's child after birth or placement for adoption or foster care; or (b) to care for the employee's spouse/domestic partner, son

or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave time for which the employee is eligible during family leave, except that the employee may elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of Accrued Paid Time Off. Family leave shall be interpreted consistently with the conditions and provision of the state and federal law.

The phrase "domestic partner" as used in this article shall be defined in the same way it is defined by the Group Health Cooperative of Puget Sound affidavit of marriage/domestic partnership. The definition of "son and daughter" as used in Article 16.03 (b) shall include the child of the employee over the age of 18 years but who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan.

16.04 Dependent Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 16.03 (Parental Leave) or for the care of a dependent parent of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to her/his prior position. Thereafter, the employee shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one (1) year.

16.05 Educational Leave. The Employer agrees to allow, at its discretion, up to four (4) days' leave/time with pay to licensed pharmacists and pharmacy assistant A's for education (academic) purposes, providing such leave shall be subject to scheduling requirements and budgetary limitations of the Employer, approval by the Employer of the subject matter to be studied and certification of attendance and/or completion of the course. Educational leave may only be requested upon completion of at least one (1) year of continuous service. Education leave shall only apply when attendance requires absence from work during scheduled working hours. Schedule changes for second and third shift employees who attend educational programs during the day shift may be accommodated to the extent practicable in light of patient care needs. When an employee is required to attend an educational program by the Employer, the Employer shall pay all expenses of this function in full. Employee wages shall also be paid. Time off shall not count against educational leave if the program does not qualify for continuing education credits.

Education time shall be paid at straight time when taken on scheduled time off. Educational time taken on scheduled time off shall not be included as time worked for purposes of calculating overtime or included for the accrual of benefits.

16.06 Advanced Study Leave. After one (1) year of employment, leave may be granted for job related study up to one (1) year, and the employee will return to the first job opening without loss of seniority or other accrued benefits. Request for advanced study leave must be submitted sixty (60) days prior to the time leave is desired and the request must be in writing.

16.07 Funeral Leave. Full-time and part-time employees shall be allowed a maximum of three (3) days off with pay by reason of a death in the employee's immediate family. The term "immediate family" includes the following relatives of the employee or the employee's spouse: spouse, domestic partner (spousal equivalent), child, mother, father, sister, brother, grandmother, grandfather and grandchild. When an employee attends a funeral out of state, an additional day without loss of pay shall be granted when reasonable. Additional unpaid time off may be allowed when extensive travel is required.

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

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

16.10 The Employer will establish a continuing education fund for continuing education expenses for employees classified as registered pharmacists and pharmacy technicians. Expense reimbursement shall be subject to fund disbursement policies established by the Employer. Registered pharmacists will provide input to the policies and guidelines regarding fund disbursement. The annual contribution to the fund will be \$40,000.

Effective January 1, 2002, GHC will commit \$50,000 to the CE Fund in each year of the term of this agreement. In the event 95 percent of that amount is used in Calendar Year 2002, the CE fund for 2003 will be increased to \$60,000. In the event 95 percent of that amount is used in Calendar Year 2003, the CE fund for 2004 will be increased to \$70,000. Unused funds will not be carried over from one year to the next. Pharmacists and Technicians may charge the Fund for up to 8 hours per FTE in a calendar year for

continuing education time completed during non-work hours. Such leave will be paid on a first come, first served basis, to the limit of the funds.

ARTICLE 17 — JURY DUTY

17.01 Jury Duty Leave. Full-time and part-time employees who are called to serve on jury duty shall be compensated by the Employer for the actual time served on such duty in the amount of the difference between jury duty pay received and their normal straight-time pay. Schedule changes for second and third shift employees on jury duty may be accommodated to the extent practicable in light of patient care needs. Jury duty pay for part-time employees shall only apply to the hours the employee was previously scheduled to work.

17.02 Witness Pay. The Employer will pay an employee who is called to be a witness on behalf of the Employer for the time spent as though it were work time.

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

18.02 Time Limits. Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

Step I: Immediate Supervisor

The employee and/or the Union Representative shall present the grievance in writing to the immediate supervisor and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) days from the employee's knowledge of the facts that constitute the grievance. The immediate supervisor shall be given seven (7) days to respond in writing to the employee. The immediate supervisor at Step 1 is responsible for informing the grievant of the name, position and location of the next level of management to whom the second step grievance should be directed.

Step II: Next Level of Management

If the matter is not resolved to the parties' satisfaction in Step I, the employee and/or Union Representative shall present the grievance to the next level of management within seven (7) days of the immediate supervisor's decision. The Manager shall reply within seven (7) days

following receipt of the grievance.

Step III: Labor Relations Administrator and Union Representative

If the matter is not resolved in Step II to the Union's satisfaction, the grievance shall be referred in writing to the Labor Relations Administrator or designee within seven (7) calendar days following receipt of the Step II response. The Labor Relations Administrator or designee and Union Representative shall meet within ten (10) calendar days to discuss the grievance. The Labor Relations Administrator or designee shall provide a written answer within five (5) working days of the Step III meeting.

Step IV: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within ten (10) working days following the receipt of the Step III response. If the Union and the Employer fail to agree on an arbitrator, the parties shall select an arbitrator from the panel in this Agreement. 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 decisions shall be final and binding on all parties. The arbitrator shall not have authority to add to, subtract from, or otherwise modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

Arbitrator Panel.

Michael Beck
Janet Gaunt
Phillip Kienast
Alan Krebs
Thomas Levak
Eric Lindauer
Zane Lumbley

ARTICLE 19 — UNINTERRUPTED PATIENT CARE

19.01 Uninterrupted Patient Care. It is recognized that the Employer 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 Employer and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, participate or in any way directly or indirectly aid others in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever nor shall they engage in any picketing or other interference whatever with the efficient operation and conduct of the Employer's business. In the event of any strike, sympathy strike walkout, slowdown or work stoppage or picketing, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. The Employer shall not lock out its employees.

ARTICLE 20 — GENERAL PROVISIONS

20.01 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful 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 the Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21 — DURATION OF AGREEMENT

21.01 This Agreement shall become effective November 3, 2001 and shall continue in full force and effect through September 30, 2004, and shall continue in effect from year to year thereafter, unless written notice of the desire to amend or terminate the Agreement is served by either party by certified mail upon the other at least ninety (90) days prior to date of expiration. If written notice to amend is given, then this Agreement shall remain in effect until the terms of a new amended agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate.

21.02 In the event of an inadvertent failure by either party to give the notice set forth above, such party may give notice at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this contract shall be the ninetieth (90th) day, following such notice.

SIGNED THIS _____ day of _____ 2002.

GROUP HEALTH COOPERATIVE

UFCW LOCAL 1001

By: _____
Cheryl M. Scott
President

By: _____
David Schmitz
President

By: _____
Brenda J. Tolbert
Vice President Human Resources

By: _____
Diane Zahn
Secretary/Treasurer

By: _____
Nancy Dombrowski
Labor Relations Administrator

By: _____
Paula White
Union Representative

EXHIBIT "A"
TO THE CONTRACT BETWEEN
UFCW LOCAL 1001/PHARMACY UNIT
AND
GROUP HEATH COOPERATIVE

1. Experience for Pharmacist and Pharmacy Technician:

Hire in Rates – Technicians and Assistants hired during the term of this agreement shall receive credit of 1 step for every year of continuous recent experience to a maximum of step 6. Pharmacists hired during the term of this agreement shall receive credit of 1 step for every year of continuous recent experience to a maximum of step 5 during the first year of this agreement and up to step 6 thereafter.

For purposes of this section, continuous recent experience shall be defined as clinical experience as a pharmacy Technicians or as a pharmacist or completion of a formal program of post-graduate education without a break in experience which would reduce the level of skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired employees in all other circumstances.

Effective the pay period closest to November 3, 2001

Pharmacists

	11/3/01	4/02	10/02	10/03
step				
1	\$34.50	\$35.36	\$36.25	\$37.33
2	\$35.51	\$36.40	\$37.31	\$38.43
3	\$36.02	\$36.92	\$37.84	\$38.98
4	\$36.53	\$37.44	\$38.38	\$39.53
5	\$37.04	\$37.97	\$38.92	\$40.08
6	\$37.55	\$38.49	\$39.45	\$40.63
7	\$37.96	\$38.91	\$39.88	\$41.08
8	\$38.47	\$39.43	\$40.42	\$41.63
9	\$39.02	\$40.00	\$41.00	\$42.23

Step increments for all current Pharmacists coincide with the effective date of the new wage rates, November 3, 2001. Pharmacists advance after one year in each step. Current employees will be placed on the new steps based on their years in the classification.

Technicians

	11/3/01	4/02	10/02	10/03
step				
1	\$12.85	\$13.11	\$13.37	\$13.77
2	\$13.50	\$13.77	\$14.05	\$14.47
3	\$14.31	\$14.59	\$14.88	\$15.33
4	\$14.73	\$15.03	\$15.33	\$15.79
5	\$15.17	\$15.48	\$15.79	\$16.26
6	\$15.65	\$15.97	\$16.29	\$16.78
7	\$16.10	\$16.43	\$16.75	\$17.26
8	\$16.61	\$16.94	\$17.28	\$17.79
9	\$17.11	\$17.45	\$17.80	\$18.33
15 year	\$17.63	\$17.98	\$18.34	\$18.89

Advancement for steps 1 through 9 occurs after completing one year in each step. Advancement to step 10 occurs after 15 years of service in the classification or 7 years at step 9 whichever occurs first.

	11/3/01	10/02	10/03
Assistants	4.5%	3.0%	3.0%

Step	\$11.65	\$12.00	\$12.36
1			
2	\$11.81	\$12.16	\$12.53
3	\$11.95	\$12.31	\$12.68
4	\$12.14	\$12.51	\$12.88
5	\$12.28	\$12.65	\$13.03
6	\$12.45	\$12.82	\$13.20
7	\$12.61	\$12.99	\$13.38

	11/3/01	10/02	10/03
Interns			
	4.5%	3.0%	3.0%
1st year	\$13.90	\$14.32	\$14.74
2nd year	\$14.72	\$15.17	\$15.62
3rd	\$15.62	\$16.09	\$16.57
4th	\$16.55	\$17.05	\$17.56
graduate	\$21.58	\$22.23	\$22.89

Interns will be hired at and progress to the rates above corresponding to the years of Pharmacy education.

Warehouse Workers	11/3/01	10/02	10/03
Step 1	\$12.76	\$13.14	\$13.54
2	\$13.15	\$13.54	\$13.95
3	\$13.44	\$13.84	\$14.26
4	\$13.74	\$14.15	\$14.58
5	\$14.03	\$14.46	\$14.89
6	\$14.34	\$14.77	\$15.21
7	\$14.66	\$15.10	\$15.55
8	\$14.97	\$15.42	\$15.89
9	\$15.31	\$15.77	\$16.24
10	\$15.61	\$16.08	\$16.56
11	\$15.97	\$16.45	\$16.94

ADDENDUM TO THE AGREEMENT
By and Between
UFCW LOCAL 1001
And
GROUP HEALTH COOPERATIVE /PHARMACY UNIT

The following Addendum is intended by the parties to supplement the Employment Agreement between Group Health Cooperative and UFCW Local 1001.

1. Head pharmacists at existing locations who supervise two (2) or more full-time employees shall be excluded from the bargaining unit. Head pharmacists excluded from the bargaining unit shall have the option to elect; 1) to continue participating under the Union Pension and Health and Welfare Plans or 2) become a participant in the Employer's Health and Welfare and Retirement Plans. Should the employee elect to continue participation under the Union plans, the employee shall pay to the Union on a monthly basis a service fee, which shall be equivalent in dollar amount to union dues. The employee (supervisor) shall not continue with prior union membership, attend union meetings, nor otherwise be subject to union membership rights, obligations or control. Pharmacy supervisors may perform work performed by employees in the bargaining unit.

In the event that the Employer determines that a pharmacy supervisor position should be designated at any new facility not in existence as of October 1, 1982, the Employer agrees to meet with the Union to review the supervisory status of the position and its legitimate business justification. Should the Union disagree factually with the Employer as to the actual supervisory status of the position or the business justification for the position, such dispute shall be subject to the contract grievance procedure. In the event of third party arbitration of the dispute, the parties agree that the arbitrator selected shall not have the authority to substitute his judgment for the Employer's judgment concerning business justification, unless the arbitrator finds that the Employer's decision was arbitrary, capricious, made in bad faith or for the purpose of undermining the Union's bargaining unit.

2. 4/40 Staffing Pattern

The Union and the Employer have agreed to the following terms and conditions with regard to the 4/40 staffing in the various pharmacy locations. Part-time employees may be assigned to work this 4/40 staffing pattern. Benefits for part-time employees will be appropriately pro-rated.

- I. Those pharmacy department personnel assigned to work within a 4/40 staffing pattern at Group Health Cooperative have agreed to so work on a voluntary basis recognizing that it is an alternative staffing pattern within the Cooperative.

- II. A. A 4/40 employee, required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight time or, upon mutual agreement, a compensatory day off with ten (10) hours' regular pay within a thirty (30) day period.
- B. If a holiday falls on a full-time 4/40 employee's regularly scheduled day off or during a 4/40 employee's vacation, the employee shall receive straight-time pay for ten (10) hours for the holiday, or upon mutual agreement, a compensatory day off with ten (10) hours' pay within thirty (30) days.
- III. 4/40 employees shall accumulate Paid Time Off based on straight time hours paid, i.e., eight (8) hours for each calendar month worked. For purposes of sick leave utilization, ten (10) hours constitutes one (1) work day.
- IV. 4/40 employees assigned to work the second (evening) shift or third (night) shift shall receive shift differential in accordance with Article 10.02 in addition to their proper rate of pay. When an employee is assigned to work a shift that overlaps the first and second shift, shift differential will be paid for the entire shift if a majority of hours worked occur after 5:30 p.m.
- V. 4/40 employees shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) day or any hours worked beyond forty (40) hours in a seven (7) day period.
- VI. Full-time employees working the 4/40 schedule shall accumulate vacation time based upon the following schedule:

<u>Years of Continuous Service</u>	<u>Paid Vacation Hours</u>
1 year, 2 years,	80 hours
3 years	96 hours
4 years, 5 years	144 hours
6 years, 7 years	152 hours
8 years, 9 years	160 hours
10 years, 11 years	168 hours
12 or more years	184 hours

- VII. 4/40 employees unable to continue working the 4/40 staffing pattern shall be guaranteed the first available position for which the employee is qualified within the Cooperative.
- VIII. Provisions of the Group Health Cooperative and UFCW Local 1001 Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the pharmacy department employees working the 4/40 staffing pattern. The provisions of this Addendum shall be subject to renegotiation simultaneous with

the Group Health Cooperative/UFCW Local 1001 negotiations.

3. Individual hours of work will be increased or decreased on a temporary basis by classification and location, based upon seniority and staffing requirements.
4. Variable Work Week Schedule (7/70)

It is hereby agreed and understood that the following terms and conditions with regard to the Variable Work Week Schedule have been agreed to by and between United Food and Commercial Workers Union Local 1001 and Group Health Cooperative of Puget Sound and are hereby made an Addendum to the Employment Agreement between the parties.

- I. When mutually agreeable to the Employer and employee, a Variable Work Week Schedule may be utilized consisting of four (4) ten (10) hour days in one (1) work week followed by three (3) ten (10) hour days in the following work week. Such work schedule shall result in an employee working seven (7) consecutive ten (10) hour days during the two (2) week period.
- II. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all time worked in excess of ten (10) hours in one (1) day, in excess of forty (40) hours in one (1) work week, or in excess of thirty (30) hours in one (1) work week in the event the employee is only scheduled to work thirty (30) hours in that work week.
- III. Paid Time Off shall accrue on all straight-time paid hours.
- IV. If an employee working a Variable Work Week Schedule is required to work on a holiday, the employee shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight-time, or, upon mutual agreement, a compensatory day off with ten (10) hours' regular pay within a thirty (30) day period.

If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time pay for ten (10) hours for a holiday, or, upon mutual agreement, a compensatory day off with ten (10) hours' pay within thirty (30) days.
- V. Paid Time Off as appropriate for sick leave shall be paid at the rate of ten (10) hours per day to the extent accrued.
- VI. Employees unable to continue working the Variable Work Week Schedule and whose performance has been satisfactory shall be guaranteed the first available comparable position for which the employee is qualified and has seniority within the bargaining unit.

- VII. An employee working a Variable Work Week Schedule shall be required to give three (3) calendar weeks' notice or resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation pay. The Employer agrees to give the employee three (3) weeks' notice of termination except where the employee has been discharged for just cause.
- VIII. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.
- IX. Part-time employees may be assigned to work this Variable Work Week Schedule.

**ADDENDUM TO THE AGREEMENT
BY AND BETWEEN
UFCW LOCAL 1001/PHARMACY UNIT AND
GROUP HEALTH COOPERATIVE**

1. The float pool is a centrally headquartered group of staff pharmacists and pharmacy assistants who agree to work at specified locations when the need for additional or replacement personnel arises.
2. All float pool employees employed as of the date of ratification of this agreement who commit to be available to work a designated number of hours per pay period will be reclassified as a regular full or part-time employee. The employee will be assigned an FTE status based on the number of hours the employee has regularly worked during the past four months unless GHC determines it has a regular and ongoing need for additional hours to be worked in the float pool.
3. GHC anticipates being able to utilize regular employees in the float pool staff at the level reflected in the employee's FTE status; however, GHC cannot guarantee any number of hours of work nor a regular work schedule for any employee in the float pool.
4. Regular employees will be entitled to insurance benefits consistent with assigned FTE status. SelecTime shall accrue on all straight-time paid hours.
5. Current employees who do not commit to be available to work to a designated number of hours will be classified as temporary.
6. The number and type of regular full- and part-time positions in the float pool will be based on the expected regular and ongoing demand for float pool personnel determined by GHC. The float pool will be treated as a department under Article 8 (Seniority-Layoff-Recall). In the event a layoff or reduction of hours is necessary, the least senior employee in the affected classification within the float pool shall be laid off or FTE reduced, subject to employee qualifications, geographical demand for float pool staff, and the specified locations each regular float pool employee has agreed to work.

Diane Zahn
Secretary/Treasurer
UFCW, Local 1001

Nancy Dombrowski
Labor Relations Administrator
Group Health Cooperative

EXHIBIT "B"

ASSIGNMENT OF WAGES TO PAY UNION DUES

**UFCW LOCAL 1001
12838 Southeast 40th Place
Bellevue, WA 98006
(206) 644-2292
1-800-732-1188**

TO: GROUP HEALTH COOPERATIVE PAYROLL DEPARTMENT

I assign to UFCW Local 1001, out of my wages, the Union's uniform monthly dues and/or service fees in an amount certified by the Union in writing, and I authorize the payments to the Union each month of the amount so deducted.

I agree to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, this assignment agreement.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for union dues deductions as provided in the agreement existing at the date of this assignment.

Please see the back of this form for dues structure.

DATE: _____ **Employee Signature:** _____

Social Security Number: _____

Employee Classification: _____

Dues Amount: _____

DUES PAID TO UFCW LOCAL 1001 ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL TAX PURPOSES

LETTER OF UNDERSTANDING
By and Between
UFCW LOCAL 1001
And
GROUP HEALTH COOPERATIVE /PHARMACY UNIT

As part of their negotiations for the 2001-2004 collective bargaining agreement for the Pharmacy unit, the parties have reached the following understanding:

1. The Union and GHC may mutually select dental insurance coverage through the current Union trust or another plan by March 31, 2002. GHC will pay up to \$43.10 per month towards the cost of the dental insurance premium for each participating eligible employee. The employee will be responsible for paying any premium costs in excess of \$43.10. Such payments will be made by payroll deduction.
2. GHC, upon completion of its current study of retiree medical plan and no later than June 30, 2002 agrees to meet with representatives of all recognized bargaining units (Unions United) to discuss and negotiate future terms, including plan design and eligibility, of its retiree medical benefit plan and policy, as it applies to active employees. The Employer agrees to maintain its current contribution levels, which for non-Medicare enrollees is \$263.88 and for Medicare enrollees \$143.68, during the term of this agreement.
3. The guidelines for use of the CE Fund are revised to include the following:
 - Non-member registration fees will be fully reimbursed.
4. Time Clocks: A work group of managers and staff (2 techs, 2 pharmacists) will convene to analyze the consistent administration and use of time clocks at GHC pharmacies. The work group will meet twice for two hours each meeting.

For Group Health Cooperative
Nancy Dombrowski
Labor Relations Administrator

For UFCW, Local 1001
Diane Zahn
Secretary- Treasurer

Date: _____

Date: _____