

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WASHINGTON STATE NURSES ASSOCIATION**

**And**

**AMERICAN MEDICAL RESPONSE**

**Seattle, Washington**

**Effective**

**January 1, 2010**

**Through**

**November 13, 2012**

**TABLE OF CONTENTS**

ARTICLE 1. - RECOGNITION .....4  
    1.01 Recognition .....4  
    1.02 Unit Work .....4  
ARTICLE 2. - NON-DISCRIMINATION .....4  
    2.01 Gender Intent .....4  
    2.02 Non-Harrassment and Discrimination .....4  
    2.03 Arbitration/Litigation Waiver.....5  
ARTICLE 3. – ASSOCIATION MEMBERSHIP .....5  
    3.01 Financial Obligation Of Nurses .....5  
    3.02 Dues Deduction .....6  
    3.03 Association Access/Representatives.....6  
    3.04 Bargaining Unit Representatives.....7  
    3.05 Bulletin Board .....7  
    3.06 Association Activities While On Duty .....7  
ARTICLE 4. - DEFINITIONS .....7  
    4.01 Regular Full-time Nurse .....7  
    4.02 Regular Part-time Nurse .....8  
    4.03 Per Diem Nurse .....8  
    4.04 Temporary Nurses.....8  
    4.05 Orientation Nurse.....8  
    4.06 Outside Work .....9  
ARTICLE 5. - EMPLOYMENT PRACTICES .....9  
    5.01 Corrective Action (Discipline) and Discharge.....9  
    5.02 Loss of Certification/Driving Privileges .....10  
    5.03 Personnel File .....10  
    5.04 Dress and Uniforms .....10  
    5.05 Station Equipment.....11  
    5.06 Miscellaneous .....11  
ARTICLE 6. - SENIORITY, SHIFT BIDDING, AND LAYOFFS AND REHIRES.....12  
    6.01 Seniority.....12  
    6.02 Work Schedules.....13  
    6.03 Shift Bidding .....14  
    6.04 Administrative Moves and Nurse Requested Transfers.....15  
    6.05 Layoffs and Recall.....15  
    6.06 Vacancies .....16  
    6.07 Nurse Generated Shift Exchange (Double Post/Post).....17  
ARTICLE 7. - HOURS OF WORK AND OVERTIME.....18  
    7.01 Rate of Pay .....18  
    7.02 Rotation of Available Hours/Shifts .....19  
    7.03 Report Pay.....20  
    7.04 Breaks.....21  
    7.05 Nurse Trainer Premium.....21  
ARTICLE 8. – COMPENSATION.....21  
    8.01 Wage Matrixes.....21  
    8.02 Ratification Bonus .....22

8.03 Hourly Rate .....	22
8.04 Continuing Education .....	22
ARTICLE 9. - ANNUAL LEAVE.....	23
9.01 Vacations.....	23
9.02 Vacation Week Use .....	23
9.03 Vacation Scheduling .....	23
9.04 Vacation Pay At Termination.....	23
9.05 Daily Vacation Use.....	24
9.06 Vacation Ceiling .....	24
9.07 Change In Status.....	24
ARTICLE 10. – HOLIDAYS .....	24
10.01 Holiday Pay .....	24
ARTICLE 11. - LEAVES OF ABSENCE .....	25
11.01 Leaves – General Terms.....	25
11.02 Family Leave .....	25
11.03 Medical Leave (Non-Work Related) .....	26
11.04 Sick Leave .....	27
11.05 Witness Duty .....	27
11.06 Military Leave .....	28
11.07 Military Spouse Leave .....	28
11.08 Bereavement Leave.....	28
11.09 Personal Leave of Absence (PLOA).....	28
11.10 Return From Leave .....	29
11.11 Benefits During a Leave of Absence .....	29
11.12 Worker’s Compensation Leave .....	30
ARTICLE 12. - BENEFIT PLANS.....	30
12.01 Retirement Plan .....	31
ARTICLE 13. - GRIEVANCE PROCEDURE .....	31
13.01 Grievance Procedure.....	31
13.02 Grievance Definition and Procedure.....	31
ARTICLE 14. - COMMITTEES .....	33
14.01 Nurse Practice and Conference Committee .....	33
ARTICLE 15. - HEALTH AND SAFETY .....	34
15.01 Health and Safety.....	34
15.02 Nurse Safety Training .....	34
15.03 Alcohol and Drug Free Workplace.....	35
15.04 Smoke and Tobacco Free Workplace .....	35
ARTICLE 16. - GENERAL PROVISIONS .....	36
16.01 Separability.....	36
16.02 Disasters .....	36
16.03 Duration of Agreement .....	37
ARTICLE 17. - MANAGEMENT RIGHTS.....	37
17.01 Management Rights .....	37
17.02 Strike Language, Lockouts, Picket Lines, No Slowdown, or Work Stoppage or No Lockout .....	38
17.03 Nurse Responsibility.....	39
17.04 Agreement .....	39

This Agreement is made and entered into by and between American Medical Response, hereinafter referred to as the Employer, and the Washington State Nurses Association, hereinafter referred to as the Association.

## **PREAMBLE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association, to provide for equitable and peaceful adjustments of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **ARTICLE 1. - RECOGNITION**

### **1.01 Recognition**

The Employer recognizes the Association as the exclusive representative of nurses in the bargaining unit. The bargaining unit includes, and this contract only covers, all regularly scheduled full-time and part-time, and per diem non-supervisory critical care transport nurses employed by the Employer in the Greater Seattle Metropolitan Area (King, Snohomish and Pierce Counties), and excludes all other nurses.

The parties hereby agree that a Nurse Manager position is part of the current workforce. It can be a full-time position working on the ambulance and is a non-bargaining unit position.

### **1.02 Unit Work**

Bargaining unit work shall be performed by members of the bargaining unit only, except in cases of bona fide emergencies where the temporary unavailability of bargaining unit nurses exists.

## **ARTICLE 2. - NON-DISCRIMINATION**

### **2.01 Gender Intent**

Gender Intent - Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply to either gender.

### **2.02 Non-Harrassment and Discrimination**

Non-Discrimination - The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, veteran's status, disability, age, national origin, citizenship, sexual preference or any other status protected by Federal, State or local law. Harrassment is a form of misconduct that cannot be tolerated in the workplace. Any conduct that falls within the definition of unlawful

harassment or discrimination is prohibited and will be investigated fully. Employees who engage in unlawful harassment or discrimination are subject to corrective action.

The Union acknowledges that the Employer may be obligated to reasonably accommodate disabled employees in accordance with the American with Disabilities Act. The Union agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement, except for seniority rights, which shall be recognized and considered when evaluating the reasonableness of any accommodation. The Employer and the Union shall confer on the reasonableness of any proposed accommodation that impacts seniority rights of current employees.

### **2.03 Arbitration/Litigation Waiver**

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. The initiation or filing of a grievance/arbitration alleging unlawful discrimination or harassment shall waive the employee's and/or Union's right to file a complaint or legal action based with a federal, state or local agency or court. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

## **ARTICLE 3. – ASSOCIATION MEMBERSHIP**

### **3.01 Financial Obligation Of Nurses**

- A. Current nurses who become members of the Association shall maintain membership therein as condition of continued employment.

All future nurses hired by the Employer shall on the thirty-first (31st) day following the beginning of their employment or execution of this Agreement, whichever is later, become and remain members of the Association as a condition of continued employment.

- B. Nurses who are required to maintain membership in the Association and fail to do so and nurses who are required to join the Association and fail to do so shall, upon written request to the Employer from the Association, be suspended until such time that all financial obligations have been met. Failure to do so may result in termination.
- C. The Association shall indemnify and hold the Employer harmless from and against any and all suits, claims, demands, actions, and liabilities which may arise out of, or by

reason of, any action taken by the Employer for the purpose of complying with this Section.

- D. The Employer shall notify the Association of any new hires within thirty (30) days of the effective date of such action. The employer shall notify the Association of nurse terminations within two business days.
- E. Personal Information: Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an email, the Employer shall provide the Association with a list of those nurses covered by this agreement. The list will contain each employees name, home address, home telephone number if published, last four digits of the social security number, , shift, rate of pay, date of hire and adjusted date of hire (for nurses who have be rehired).

Each month, the Employer shall provide the Association with a list of employees covered by this agreement who were hired and/or terminated during the previous month. The Employer shall also provide the Association with a list of all employees who transferred into positions covered by this agreement or transferred from covered positions to non-collective bargaining unit positions during the previous month. The list shall contain each employee's name, home address, home phone number if published, last four digits of the social security number, shift, rate of pay and date of hire.

### **3.02 Dues Deduction**

Upon presentation of a signed authorization form, the Employer agrees to deduct from the paycheck of each nurse the monthly dues required of members of the Association during the life of this Agreement. The amounts deducted will be transmitted to the Association by check payable to its order on or before the tenth (10th) of each following month. Upon issuance and transmittal of the check to the Association, the Employer's responsibility shall cease with respect to deductions covered thereby. The Association and each nurse authorizing the assignment of her/his wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for and on account of any such deduction made from the wages of a nurse pursuant to the terms of this section. In addition to the information transmitted to WSNA in section 3.01 herein, the Employer shall provide the Association with the number of hours worked by each bargaining unit member in each pay period.

### **3.03 Association Access/Representatives**

- A. Access to the Employer's facilities or work stations (collectively "facilities") is permitted when necessary to investigate a grievance, or to conduct official Association business. The Association will not meet with nurses at hospitals, medical facilities or other employer customer location in areas where conversations will be heard by patients or customers.

- B. The business representative shall advise the Employer of their presence by contacting the on duty supervisor, Nurse Manager, or notifying the General Manager ahead of time.
- C. The Association agrees that during visits, its representatives shall not interfere with the performance of work duties by any nurse.
- D. The Association shall provide orientation materials to the Employer and the Employer will distribute the packets to new nurses at the nurse orientation program. The Association will be notified of the date of the orientation meeting seven calendar days prior to the occurrence of the orientation.

### **3.04 Bargaining Unit Representatives**

The Association shall have the right to select bargaining unit representatives from among the nurses in the unit. The bargaining unit representatives shall not be recognized by the Employer until the Association has given the Employer notice of the selection. The representatives shall be the designated grievance representatives.

The parties acknowledge the general proposition that other Association business performed by nurses, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods and before and after shifts).

### **3.05 Bulletin Board**

The Employer shall provide a bulletin board (or a reasonable portion of a bulletin board) for the Association's use at its main office and each work station to which bargaining unit nurses have regular access. Announcements and notices will be provided to the Employer prior to their distribution.

Notices shall be on Association stationery and shall bear the signature of an authorized Association officer.

### **3.06 Association Activities While On Duty**

The parties acknowledge that the Employer's work comes first. No Association or Association related business shall be performed, by any of the Employer's nurses, prior to completion of Employer assigned duties.

## **ARTICLE 4. - DEFINITIONS**

### **4.01 Regular Full-time Nurse**

Full-time nurses are defined as nurses who are regularly scheduled to work an average thirty-six (36) hours per week or greater over any three consecutive month periods. Full-time nurses may apply to become part-time nurses. Any part-time nurse position will be filled pursuant to Article 6.06.

#### **4.02 Regular Part-time Nurse**

Part-time nurses are defined as nurses who are regularly scheduled to work an average of less than thirty-six (36) hours per week over any three consecutive month period. Part-time nurses may apply to become full-time nurses when there is an Employer designated full-time job opening. Any full-time nurse position will be filled pursuant to Article 6.06.

The total number of regularly scheduled part-time nurses shall at no time exceed forty percent (40%) of the total number of regularly scheduled nurses within the bargaining unit.

#### **4.03 Per Diem Nurse**

A nurse who works on a non-regularly scheduled basis. A per diem nurse must be available to work a minimum of three (3) shifts per month. Any per diem nurse who does not work at least six (6) shifts in any three (3) consecutive months shall be automatically resigned from employment unless there are insufficient shifts available to the per diem nurse.

#### **4.04 Temporary Nurses**

Nurses hired to work during a period of up to six (6) months when the Employer requires a temporarily augmented work force necessitated by vacation, sick leave or an approved leave of absence, are classified as temporary nurses. In no event shall this period be greater than six (6) months in a twelve-month period.

#### **4.05 Orientation Nurse**

- A. Orientation - For all full-time nurses, the first six (6) months of employment are considered an orientation period. For part-time nurses, the first 1,040 (one thousand forty) hours of compensated service will be considered their orientation period. For per-diem nurses, the first five hundred (500) hours of compensated service will be considered their orientation period. The Employer may use more frequent evaluations by supervisors, FTOs or other designated evaluators. The Employer reserves the right to terminate nurses at any time during this orientation period, with or without cause, and such action is not subject to the grievance procedure.

Any nurse hired as a result of an acquisition shall be subject to a ninety (90) day orientation period. Part-time nurses changing status to full-time, who have not completed their orientation period, shall be subject to a forty-five (45) day orientation period.

- B. Evaluation - Nurses will receive an evaluation by their supervisor upon completion of the nurses' training program. Thereafter, evaluations shall be performed on an annual basis.

Evaluations will be used to measure nurses' performance during orientation periods, help nurses judge their strengths and weaknesses, improve skills, and to provide nurses with suggestions for improvement and measure achievement as nurses strive to promote

up the established career paths. Upon receipt of the evaluation the nurse shall sign the evaluation indicating that the evaluation has been received. The nurse shall be entitled to meet with the supervisor to discuss the evaluation. If changes are agreed upon, a new evaluation shall be prepared which the nurse shall sign.

#### **4.06 Outside Work**

Nurses shall not work for another private provider of emergency or non-emergency ground medical transportation services without written approval from the Employer which will not be unreasonably denied.

The Employer shall be considered by all full-time nurses covered by this Agreement, as their employer of first choice.

### **ARTICLE 5. - EMPLOYMENT PRACTICES**

#### **5.01 Corrective Action (Discipline) and Discharge**

The Employer shall have the right to discharge, suspend, and/or issue corrective action (discipline nurses) for just cause and shall notify the Association, in writing, of such action and upon request of the nurse, shall state in writing to the Association, the reason for such action. If the nurse and the Association believe such action to be unjustified, the matter may be pursued through the grievance and arbitration provisions of this Agreement.

The Employer agrees to comply with the principles of corrective action (progressive discipline), when and if appropriate. Corrective action (discipline) may be initiated for various reasons, including, but not limited to, violations of the Employer's Policy and Operations Manuals, poor job performance, improper behavior, and for other reasons. The severity of the action generally depends on the nature of the offense and a nurse's disciplinary record, and may range from verbal counseling to immediate dismissal.

A written warning or disciplinary notice in a nurse's personnel file may be used as part of progressive discipline for future corrective action if it is no more than twelve (12) months old. In the case of clinical practice work place violence sexual harassment issues the period will be thirty-six (36) months.

In the event a nurse is terminated for cause, the nurse affected shall be notified in writing by the Employer. Upon termination, a nurse shall receive all monies owed by the Employer.

The Employer shall notify the Association in writing of any discharge or suspension within ten (10) calendar days (determined by date of mailing) of such action. The Association and/or nurse shall have fourteen (14) calendar days (determined by the date of receipt of notice) to grieve the discharge or suspension. Such grievance shall be processed at Step 2 of the grievance procedure. The terminated nurse will return all company owned/issued equipment and clothing within forty-eight (48) hours of termination.

## **5.02 Loss of Certification/Driving Privileges**

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain such licenses and/or certificates may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses and/or certificates are maintained.

Employees, who perform work duties without the required license and certificates, shall be subject to discharge. Employees, who notify the Employer prior to the expiration or loss of a required license and/or certificate, shall be given thirty (30) days to obtain a current and valid license and/or certificate unless there are circumstances beyond the nurse's control. Employees whose required license, expires shall be placed on unpaid administrative leave and receive a final written warning. Failure to obtain the required license, certificate, and/or accreditation within thirty (30) days shall be cause for separation from employment.

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses and/or certifications up to date at the conclusion of the suspension. Failure to maintain such licenses and/or certifications shall be cause for separation from employment.

Employees on approved leaves of absence shall be required to have all licenses and/or certifications, up to date prior to returning from leave. Failure to maintain such licenses and/or certifications shall be cause for separation from employment.

## **5.03 Personnel File**

Nurses shall have access to their personnel file, during normal business hours and with at least one business day notice. No job-performance or disciplinary matter shall be placed in a nurse's file without notification to the nurse and the Association. A copy of any action shall be offered to the employee.

## **5.04 Dress and Uniforms**

- A. Nurses will wear the Employer's uniform in accordance with the Employer's Policy and operations Manuals.
- B. When and where uniforms are required to be worn on-duty or representing the Employer, the Employer shall provide the basic uniform. The basic uniform shall consist of:
  - trousers
  - shirts
  - winter-weight coat
  - navy blue vest
  - name tag, with RN displayed

In addition, all full time employees shall be eligible for a footwear allowance of up to one hundred and twenty-five dollars (\$125) every two (2) years. The amount of the appropriate footwear, as outlined in the uniform policy, will be reimbursed to the employee upon presentation of a receipt to the Employer. New employees must satisfy the orientation period prior to being eligible for reimbursement.

- C. The basic uniform items shall be provided in amounts and type deemed appropriate by the Employer, in consultation with the NPCC. The Employer shall replace basic uniform items on an as-needed basis. Need for replacement shall be determined by the Employer. The Employer shall furnish the nurses with any special equipment which it requires to be used or worn by the nurses while on duty, such as pagers or portable communications equipment.
- D. Nurses shall be reasonably responsible for security and maintenance of issued uniforms and equipment. Replacement of uniforms and equipment due to loss or theft shall be the responsibility of the Employer.
- E. All nurses shall adhere to guidelines established for appearance and grooming in accordance with the Employer's Policy and Operations Manuals.
- F. The Employer may, at its discretion, change the procedure by which uniforms are supplied by the Employer at no additional cost to the nurses provided the nurse has sufficient uniforms to meet all State or Federal requirements.

#### **5.05 Station Equipment**

Each station will be equipped, if possible, with a toilet, shower, sink, refrigerator, additional sink for cleaning dishes, and a microwave.

Nurses assigned to twenty-four (24) hour shifts will have access to stations with sleeping, rest, and eating areas. Each on-duty (24) hour shift nurse will have a separate sleeping area. The separate sleeping area will have floor-to-ceiling walls and a floor to ceiling curtain or door on the doorway. The Employer will provide a microwave, cable television where available by normal installation, VCR, shower, and additional sink for dish washing.

#### **5.06 Miscellaneous**

- A. Rules Procedures: Rules shall be in writing, posted, and effective fourteen (14) days after notification to the employees with the exception when customer contract compliance mandates change less than fourteen (14) days or if EMS regulations effect changes that are also less than fourteen (14) days. A copy shall be sent to the Association.
- B. Current Rules: All presently existing written rules shall be submitted to the Association for information purposes within sixty (60) days after the effective date of this Agreement.

- C. Liability Insurance: The Employer shall maintain liability insurance which covers nurses covered by this Agreement when they are on duty.
- D. Indemnification: The Employer agrees to indemnify and hold harmless all bargaining unit nurses for all liability and damages, including but not limited to judgments and defense costs incurred while acting within the scope of employment.

## **ARTICLE 6. - SENIORITY, SHIFT BIDDING, AND LAYOFFS AND REHIRS**

### **6.01 Seniority**

- A. Full-Time Seniority: Seniority shall mean a full-time nurse's continuous length of service within the bargaining unit.

The Employer shall recognize seniority rights of a regularly scheduled full-time nurse from the nurse's date of hire within the bargaining unit for purposes of job vacancies, vacation leave, and other benefits as defined within the Labor Agreement.

Nurses with the same date of hire shall have their seniority determined by comparing the following factors, in sequence, until the "tie" is resolved: their application date; their score on pre-employment exams; and last, a draw of straws between those remaining tied.

Part-Time & Per Diem Seniority: The Employer shall recognize and maintain seniority rights of regularly scheduled part-time and per diem nurses on a seniority list separate from regularly scheduled full-time nurses. Part-time and per diem seniority will accrue hourly as documented on the electronic timekeeping system.

For the purpose of adjusting seniority for a part-time nurse or per diem nurse changing status to full-time, the nurse will be credited with one (1) hour seniority for every one hour worked. The calculated seniority list will be provided to WSNA Headquarters twice yearly in January and July and upon request.

Company Seniority: For the purpose of vacation, retirement, leaves, health and welfare benefits, a nurse's length of service shall apply when entering the bargaining unit. An American Medical Response paramedic or EMT entering the nurses' bargaining unit as a registered nurse will be placed at the wage level closest to, but higher than, the nurse's wage as a paramedic or EMT. American Medical Response nurses will receive no bargaining unit seniority for hours worked outside the bargaining unit.

- B. Establishment of Seniority. Seniority will be established by date of hire in the bargaining unit, except for part time and per diem nurses, who will be placed onto the seniority list according to the procedure in Section 6.01 A above.
- C. New Nurses/Rehires. New nurses and former nurses rehired after losing seniority shall be considered orientation nurses.
- D. Loss of Seniority. A nurse shall lose his/her seniority if he/she:

1. Voluntarily terminates employment/quits.
  2. Is discharged for just cause.
  3. Is laid off for a period in excess of one year. Seniority shall continue to accrue during the layoff period.
  4. Fails to report to work within fourteen (14) days after being recalled from layoff by notice sent by certified mail, return receipt requested.
  5. Is absent three (3) working days without reporting the cause of absence to the Employer, unless prevented by circumstances beyond the control of the nurse or excepted otherwise by this Agreement.
  6. Failure to report to work at the conclusion of any authorized leave of absence.
  7. A nurse on leave of absence in excess of 6 months, with the exception of nurses on a Worker's Comp leave.
- E. Seniority Freeze: Seniority shall be frozen (maintained) while working in a position with the Employer not covered by this Agreement. Frozen means that seniority levels will be retained (but shall not accrue) until the nurse returns to the bargaining unit position. If a nurse returns to a bargaining unit position, after working in a position with the Employer not covered by this Agreement, seniority will begin to accrue.
- F. Leaves of Absence and Seniority:
1. While a nurse is on family medical leave pursuant to the Family Medical Leave Act, seniority shall accrue.
  2. While a nurse is on medical leave (non-work related) seniority shall accrue.
  3. Seniority shall accrue for the first 45 days and be frozen thereafter: when a nurse is off due to personal leave.
- G. Seniority List: The Employer shall, on a monthly basis, post one (1) master seniority list of all regularly scheduled full-time nurses and one (1) master seniority list of all part-time nurses covered by this Agreement which shall include each nurse's seniority.

## **6.02 Work Schedules**

This section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- A. Work schedules shall be posted and/or provided to nurses at least 2 (two) weeks in advance.
- B. No nurses shall be permitted to work more than two (2) consecutive shifts. In these circumstances the nurse must have a minimum of ten (10) hours rest before returning to work.
- C. Management reserves the right to add to, delete, change, or implement any work schedule to meet efficiently the terms of its client contracts and/or to meet system status requirements, subject to the following:
  - 1. The Employer shall have the right to make a major status plan change twice per year if there is a major realignment. A major realignment is defined as a schedule change that affects more than four shifts or thirty (30%) of the bargaining unit positions, whichever is greater. When a major realignment occurs, all positions will be rebid.
  - 2. The Employer shall provide at least thirty (30) days prior notice to the Association. Upon written request by the Association, the Employer shall meet with the Association to discuss the impact on nurses of the changes being implemented.
  - 3. Prior notice to the Association shall not be required if a change is made to meet emergency conditions, but in no case shall a change to meet emergency conditions be continued more than 21 (twenty-one) days without the required notice to the Association if the change results in a net decrease in unit hours.

### **6.03 Shift Bidding**

- A. Establishment of the Lists: Each nurse's position on one of the lists shall be determined by the nurse's seniority within the bargaining unit.
- B. Number of Positions: The employer shall have the sole discretion to determine the number of positions available which are required to perform work under various Employer contracts.
- C. Voluntary shift assignment swaps after bid shall not be permitted for at least ninety (90) days unless mutually agreed otherwise.
- D. Inexperienced Nurse Bid Exception:
 

The Employer shall have the right to assign shifts for all orientees and therefore orientees are exempt from bidding for shifts until released by their Preceptor and Nurse Manager or General Manager.
- E. Employment of Relatives/Co-Habitants:
  - 1. Nurses who are related to another employee by blood, marriage or cohabitation may not work together on the same shift and/or unit

2. Relatives (as defined above) may not under any circumstances work in a situation where one exerts direct or indirect supervisory authority over the other.
3. If a nurse and another employee become related after employment, the above criteria must be met. If necessary and an appropriate transfer cannot be made, one employee must terminate employment with A.M.R.

#### **6.04 Administrative Moves and Nurse Requested Transfers**

- A. The Employer reserves the right to transfer nurses for administrative reasons at the discretion of the Employer. An administrative reason is strictly limited to the following situations: 1) significant personality conflict between two employees on a car, 2) legitimate customer concerns defined as written comments, or 3) proven quality of care issues. Administrative reasons shall not be arbitrary.
- B. A nurse desiring a shift change assignment shall submit a written request to the Nurse Manager or General Manager. Requests may be submitted at any time and shall be taken in the order received. The Employer shall use its best efforts to accommodate a nurse requested shift assignment change, but there is no guarantee that such a change will occur. If more than one request is received at the same time the nurse with the higher seniority shall have priority.

#### **6.05 Layoffs and Recall**

1. Any layoff of personnel, an event which may occur at the sole discretion of the Employer, shall follow the principles of inverse seniority. Employer will give Association notice in the event of the layoff of any nurse(s) in the bargaining unit.
2. The Company will lay-off the least senior nurse in the affected classification.
  - A. The full-time layed-off nurse will be given the option of:
    - 1) Bumping less senior part-time, or
    - 2) Bumping the least senior temporary nurse in that classification if applicable, or
    - 3) Accepting lay-off status with per diem rights, or
    - 4) Accepting lay-off status.
  - B. A part-time nurse bumped by a more senior nurse will be given the option of:
    - 1) Bumping the least senior temporary nurse in that classification if applicable, or;

- 2) Bumping the least senior part-time nurse, or
  - 3) Accepting lay-off status with per diem rights, or
  - 4) Accepting lay-off status.
3. The Employer shall not layoff or reduce the FTE status of regularly scheduled full-time nurses in order to work other nurses. The Employer shall notify the Association at least thirty (30) days prior to lay-off. Within two (2) weeks the Employer will meet with the Association and discuss the effects and ramifications of layoff. The Employer shall make every reasonable effort to notify nurses at least thirty (30) days prior to lay-off. In any case, the Employer shall give either fourteen (14) days notice or pay in lieu thereof.
4. Recall. For a period of one (1) year following the layoff of a nurse subject to this agreement, any nurse subjected to layoff shall be offered, on the basis of seniority, re-employment prior to the hiring of any applicants for positions previously held by the nurse. Seniority shall continue to accrue while on layoff. The names of affected nurses shall be placed upon a reinstatement roster for a period of one year from the date of layoff. Notice of recall shall be in writing to a nurse. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to fourteen (14) days to report to work after receipt of notice of recall. A regularly scheduled full-time nurse who has been recalled to a position different from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Agreement. Upon re-employment, the nurse shall have all previously accrued benefits restored and will be placed on the current salary scale according to the number of months of seniority.

#### **6.06 Vacancies**

A. Regular Vacancies:

Whenever a regular part-time or regular full-time vacancy occurs, the Employer shall post a notice on the job board in the scheduling department that the position is vacant, specify the qualifications of the position, and call for bids from regularly scheduled nurses who might be interested in filling the position. Bidding shall close seven (7) calendar days following such notice. The Employer shall provide notice to each bidder confirming receipt of their bid. After the position is awarded, all bidders shall be sent notice of the award. The most senior qualified full-time nurse submitting a bid for a full-time vacancy shall be awarded the position and shall be required to stay in that position for a minimum of ninety (90) days unless mutually agreed otherwise. If there are no qualified bidders for the full-time vacancy, the Employer will offer the position to part-time/per diem nurses in their order of seniority.

During the bidding process, the Employer may temporarily assign a nurse to fill the vacant position until the permanent positions are filled. A temporarily assigned nurse

may bid on another position at any time, unless mutually agreed otherwise. Temporary assignments shall not impact the filling of regularly scheduled positions.

B. Temporary Vacancies/Positions:

In the event of temporary vacancies, the Employer may use overtime as outlined in 7.02B or may utilize other staffing methods at its discretion. However, temporary vacancies expected to exceed forty-six (46) calendar days shall be posted for bidding under Section 6.06A.

Temporary vacancies shall include those arising from illness, injury, leave, emergency, or vacation, or new position of a finite nature, not to exceed one hundred eighty (180) days.

**6.07 Nurse Generated Shift Exchange (Double Post/Post)**

Double Post: A shift trade with another full-time nurse.

Post: Relinquishing a shift to a part-time or per diem nurse.

- A. A full-time nurse shall try to post their shift to a part-time/per diem nurse first before trying to post to other full-time nurses. If a shift is to be posted to another full-time nurse and incurs greater expense to the Employer, it will be done only after supervisor approval.
- B. A completed double post form must be submitted at least 24 hours prior to the requested trade or time off, except in cases of emergency. A supervisor's decision regarding waiver of the deadline shall not be grievable.
- C. Double posts shall be completed within the same work week between Sunday 0001 and Saturday 2359. A supervisor's decision regarding waiver of this provision ("6.07C") shall not be grievable.
- D. A double post shall not violate company or county policy regarding length of continuous duty.
- E. A shift exchange shall not cause a nurse to be late for a regular shift. A supervisor's decision regarding waiver of this provision ("6.07E") shall not be grievable.
- F. A shift exchange shall not be used for the purpose of avoiding a shift, station, or partner.
- G. Dispatchers may make arrangements for a meeting of off-going and oncoming nurses involved in mid-shift crew exchanges. However, active calls or priority post moves will not be interrupted for crew exchanges. Crew exchanges during post moves shall be at the discretion of the supervisor.
- H. The combined work experience level of any two CCT employees scheduled to work together must equal twelve (12) months or greater. A supervisor's decision regarding waiver of this provision ("6.07H") shall not be grievable.

- I. Responsibility for compliance with the above policies shall rest with both parties involved in the double post.
- J. Approved shift exchanges/substitutes initiated to conduct Association business directly related to this Employers business, or to attend classes required by the Employer shall be exempt from company attendance policies.
- K. Nurses who sign for nurse generated shift exchanges may do so only on the basis of like shifts or equal hours and it shall be done so that there will be no additional cost incurred by the Employer.
- L. The number of double posts will be allowed without limit provided they are in the same work week and are traded hour for hour (i.e., incurring no extra cost for the Employer). Posts will be allowed without limit provided that the posts comply with the provisions in this section.

## **ARTICLE 7. - HOURS OF WORK AND OVERTIME**

### **7.01 Rate of Pay**

- A. **Regular Hourly Rate:** The rate of pay for time worked less than or equal to or more than forty (40) hours per week shall be calculated using the Department of Labor's weighted average method. This rate is shown for the respective work shift types and annual rates in the exhibits referred to in paragraph 8.01.
- B. **Overtime Hourly Rate:** All time worked by a nurse in excess of forty (40) hours in any work week shall be compensated for at a rate of one and one-half (1.5) times the nurse's hourly rate of pay. For example, a nurse who normally works a 24-hour shift pattern agrees to work a twelve (12) hour additional shift. The hourly rate for the additional shift shall be at that which corresponds to the twelve (12) hour rate for the nurse's classification and step.
- C. **Increments:** Work performed after the end of a scheduled shift shall be paid for in increments of fifteen (15) minutes. An additional half (.5) time premium rate shall be paid for increments beyond the end of the scheduled shift for the first hour an employee is involuntarily held over beyond the end of his or her scheduled shift. After the first hour an employee is held over, the employee will be paid an additional 1.0 time premium rate. Upon completion of the holdover call, the nurse will be released from duty assignment, unless mutually agreeable.
- D. Work shall be paid based on the Department of Labor's 15/7 rounding rules applied as follows:
  - Employee punches in or out of the Kronos system seven (7) minutes before the start or the end of their shift, the system will automatically round forward to the nearest quarter hour interval. Employee punches in or out eight (8)

minutes before the start or end of their shift, the Kronos system will automatically round back to the quarter hour interval.

## **7.02 Rotation of Available Hours/Shifts**

- A. Available hours/shifts shall be defined as those hour/shifts that are open.
- B. All available hours/shifts will be offered to nurses as follows:
  - 1. Part-time and per diem: A calendar of available shifts will be mailed to the part-time and per diem nurses six weeks in advance. Shifts will be granted in order of seniority during the first two weeks of the mailing. While part-time and per diem may take available shifts during subsequent weeks, they may not bump anyone who is confirmed in a shift.
  - 2. Full-time: Interested full-time nurses may sign up on the weekly overtime roster up to one month in advance, for possible overtime by indicating specific days and zones of interest. Shifts will be granted in order of seniority during the first week of the posting.
  - 3. Any other means available to the employer.
  - 4. Mandatory Call Back (Overtime): The employer agrees that:
    - a) No employee of AMR covered by this Agreement may be required to work overtime, subject to the exceptions in C below.
    - b) The acceptance by any employee of overtime is strictly voluntary, and the refusal of an employee to accept such overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee subject to the exception in C below.
    - c) This section does not apply to overtime work that occurs:
      - 1) Because of any unforeseeable emergent circumstance;
      - 2) Because of prescheduled on-call time, provided that the parties agree that there will be no on call time program absent a future ratified agreement between the Employer and the Association to create one for this bargaining unit;
      - 3) When the employer documents that the employer has used reasonable efforts to obtain staffing. An employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or
      - 4). When an employee is required to work overtime to complete a patient transport procedure already in progress.
    - d) This section shall not apply to company required training sessions.

5. Where otherwise permitted above, mandatory call back or mandatory holdover shall not exceed eight (8) hours unless mutually agreed to by the Employer and the nurse. Mandatory call back shall be assigned on a rotating reverse seniority list.
6. Generally, on Wednesday, the Employer shall schedule nurses for vacant hours/shifts up to one month in advance in order of seniority.
7. Fulltime nurses working shifts in excess of the normal number/hours scheduled in the regular work-week shall be eligible for a bonus of:

\$100.00 for completion of an extra shift less than 24 hours in length

\$200.00 for completion of an extra shift 24 hours in length

The bonuses apply to Employer requested shift assignments only, not individual posts and trades.

- C. Special Events: Special Events will be offered to the most senior, regularly scheduled full-time nurse, then equitably distributed to all full-time nurses who choose to sign up for a special event. In cases where a customer requests or requires consistency in the assignment of personnel, the seniority roster will be utilized in determining staff of the event.
- D. Nurse Refusal Rights: If a nurse is offered overtime, the nurse may refuse. If a nurse is assigned overtime by use of the voluntary overtime roster, the nurse may initially refuse such work, but shall be removed from overtime consideration for the next four (4) weeks. If a nurse is mandatorily assigned overtime where otherwise permitted, the nurse shall be required to work the overtime except in extraordinary situations where there are compelling reasons not to do so.
- E. Registry or Agency Nurses: Once the procedure for voluntarily filling shifts set forth in 7.02 above are exhausted, the Employer may temporarily use Registry or Agency Nurses to the extent necessary to maintain operations, so long as the then existing bargaining unit nurses are not adversely affected thereby. Registry or agency nurses may be contracted to fill fulltime vacancies while recruitment of replacement personnel is underway for a period not to exceed sixty (60) days. Under no circumstances shall Agency or Registry Nurses be used in lieu of filling vacancies in full time, per diem or part-time positions.

### **7.03 Report Pay**

- A. Lack of Work: A regularly scheduled nurse who reports for work on any of his scheduled workdays or nights and is not put to work, or who is prevented from completing his shift through no fault of his own, shall be paid for his regularly scheduled shift. To receive such compensation, a nurse must work if requested to do so by the Employer, and the nurse may be assigned to do other work except during the period(s) of normal rest. The nature of the work assigned to the nurse shall be related to those duties typically performed, and for which the nurse is qualified.

- B. Injury Effect: A regularly scheduled nurse who is prevented from completing his shift due to his on-the-job injury shall be paid for the remainder of his shift.
- C. Report Pay:
1. Nurses who report for non-regularly scheduled work and are released from duty by the Employer shall receive a minimum of four (4) hours of work or four (4) hours of pay. It shall be the responsibility of each nurse to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements. Except as otherwise provided herein, nurses shall not be paid for time not worked.
  2. Should a crew member be unable to complete a regularly assigned shift, his/her partner shall, at the discretion of the Company, be assigned to another partner, be assigned to other related duties, or be released from work with pay.

#### **7.04 Breaks**

Nurses shall be paid for all hours worked including meal periods and rest periods. Normally, nurses shall receive a thirty (30) minute lunch period during the middle one-third (1/3) of their shift.

#### **7.05 Nurse Trainer Premium**

The Employer shall pay all regularly scheduled nurses who are assigned as trainers for nursing duties by the Company one dollar and fifty cents (\$1.50) per hour for each hour worked in addition to their normal rate of pay. This will be paid only when specific training work for nurses is assigned and being performed, and is not included in the calculation of overtime pay.

### **ARTICLE 8. – COMPENSATION**

#### **8.01 Wage Matrixes**

Nurse wage rates are set forth in the attached Exhibit A. Full time employees shall receive a step increase as indicated on the wage scale on their annual anniversary hire date.

The new wage scale is effective January 1, 2010 for all nurses employed at the time of ratification of this agreement. Attachment A, Wage Matrix, will be adjusted to reflect the following across the board increases:

- 1.5% on January 1, 2010 (Year 1);
- 2.25% on November 14, 2010 (Year 2);
- 2.5% on November 14, 2011 (Year 3).

Any nurse who had his/her step increase frozen between October 21, 2009 and January 1, 2010 shall receive such step increase retroactive to October 21, 2009

Per-Diem Nurses will receive the same percentage increases as the Regular Full-Time Nurses.

### **8.02 Ratification Bonus**

Within sixty (60) days of ratification of this Agreement, nurses shall receive the lump sum bonuses listed below:

Full-time nurses: \$1,200.00

Per Diem nurses: \$500.00

### **8.03 Hourly Rate**

The hourly rate of pay shall be the rate on the wage matrix for the nurses classification which corresponds with the nurses step and the shift pattern worked. For example, a nurse who normally works a 24-hour shift pattern agrees to work a twelve (12) hour additional shift. The hourly rate for the additional shift shall be at that which corresponds to the twelve (12) hour rate for the nurse's classification and step.

New Hire Full-time Nurses will be given credit on a two (2) for one (1) basis for prior experience in the ER, ICU, and CCU, up to a maximum of 5 years/6 steps. Documentation must be supplied to Human Resources and received prior to date of employment.

### **8.04 Continuing Education**

1. **Educational Reimbursement**: The Employer shall reimburse regular, full-time nurses one thousand dollars (\$1,000) each year of the contract for courses/events with nursing continuing education units attached. The Nurse Manager or General Manager requires pre-authorization for such reimbursement. Education money is defined to include travel, registration fees, lodging, and class materials. Requests for education funds will be responded to within seven (7) days. Reimbursements will be made within thirty (30) days of submission.
2. **Employer Required Training**: The Employer shall pay any regularly scheduled full-time nurse's out-of-pocket expenses, the 42/12 straight-time rate of pay for all hours of attendance, for all registration fees, enrollment fees, or material fees for any Employer required training, including the basic license recertification for Emergency Medical Technician and Registered Nurse. The Employer shall provide reasonable and adequate access to such training and/or testing. The Employer further agrees to reimburse regularly scheduled nurses for basic license recertification test fees if such test fees are required by government authority and the Employer cannot provide the state certified test.
3. **Skills Review Training**: A regular and ongoing in-service education program shall be maintained and made available to all nurses. The program shall include four (4) hours of compensated training opportunities the first full year of the contract. In the following two (2) years, the employer will provide eight (8) hours of compensated training each year. Additional training/educational opportunities that are not compensated may be offered in addition to these hours. All compensated training hours will be paid per

Section 8.03(2). The Nurse Practice and Conference Committee may make curriculum recommendations.

## **ARTICLE 9. - ANNUAL LEAVE**

### **9.01 Vacations**

All regularly scheduled full-time nurses covered by this Agreement who have been continuously employed by the employer for more than one (1) year shall be eligible for paid vacation based on the following schedule:

<b>Years of Service</b>	<b>Weeks of Vacation</b>
One year	Two weeks
Five years	Three weeks
Ten years	Four weeks
Fifteen Years	Five weeks

### **9.02 Vacation Week Use**

A vacation week shall consist of any seven (7) consecutive days. Vacation pay shall be computed upon the number of regularly scheduled hours normally worked by the nurse during the vacation week and shall be paid accordingly.

### **9.03 Vacation Scheduling**

Vacations up to two (2) weeks shall be scheduled by seniority; provided that written requests have been submitted by March 31 of each year to the Scheduling Department for a calendar year running from January 1st to December 31st. All requests after March 31st shall be assigned by giving first priority to those who have submitted their requests first; provided however, only ten (10) percent of the nurses shall be allowed vacation for any week's period unless unusual circumstances arise.

Further, requests for the period of Thanksgiving Day through New Year's Day each year are subject to the Employer's discretion. Vacations over two (2) weeks in length or schedules calling for more than ten (10) percent of the nurses on vacation for any week are subject to the Employer's discretion.

Once approved, time scheduled as vacation leave shall not be changed without permission of the Employer. A nurse may cancel any scheduled vacation time up to fourteen (14) days prior to the nurse's approved vacation dates.

### **9.04 Vacation Pay At Termination**

After being continuously employed for twelve (12) full months, a nurse whose employment has been terminated and who has vacation pay accrued shall receive his pro rata share of vacation

pay in addition to any other pay due on his final check, unless he did not give the Employer fourteen (14) days prior written notice of his intent to terminate. Any final compensation owed shall be paid on the next regularly scheduled pay day.

### **9.05 Daily Vacation Use**

An employee may utilize accrued vacation hours on a daily basis provided the employee has notified the Employer, in writing or electronic mail, at least seventy-two (72) hours in advance. If such notice is received within the seventy-two (72) hour timeframe the Employer will assume responsibility for filling the shift for the first employee requesting a vacation day. Less than seventy-two (72) hours notice may result in the denial of the request or a requirement of the employee to find an appropriate replacement at no additional cost.

### **9.06 Vacation Ceiling**

The Employer will cash out accrued vacation on the first full pay period of December each year except for three hundred (300) hours of vacation that the nurse may choose to carry over from the previous year. In addition, a nurse may cash out vacation in March, June and September.

### **9.07 Change In Status**

Nurses who change status from regularly scheduled full-time and part-time to per diem shall be paid for all accrued vacation. Any accrued sick leave will be banked for up to twelve (12) months in the event a nurse returns to regular status from per diem within that period of time.

## **ARTICLE 10. – HOLIDAYS**

### **10.01 Holiday Pay**

- A. **Holiday Compensation:** All nurses, full-time, part-time and per diem, working on any of the holidays shown in the following paragraph shall receive one (1) additional straight-time hour's pay for each hour worked on the holiday.
  
- B. Holidays begin at 0001 hours through 2359 hours and are as follows:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. President's Day
  - 4. Memorial Day
  - 5. July 4th
  - 6. Labor Day
  - 7. Veteran's Day
  - 8. Thanksgiving
  - 9. Day after Thanksgiving
  - 10. Christmas Eve
  - 11. Christmas

- C. Nurses may be required to provide management with a physician's release form if they call in sick on the day before, the day of or the day following a Company observed holiday.

## **ARTICLE 11. - LEAVES OF ABSENCE**

### **11.01 Leaves – General Terms**

For special or urgent reasons, a nurse may apply for a leave of absence without pay. All requests for leaves of absence shall be in writing as far in advance as possible, stating the reason(s) for the leave and the amount of time requested. Granting of requested leaves shall be subject to conditions below.

Nothing herein shall affect the calculation of year of service for purposes of any health, welfare or retirement benefit plans governed by the Nurse Retirement Income Security Act.

- A. **Requests:** Requests for Leaves shall comply with the respective conditions for the type of leave.
- B. **Termination:** A nurse who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If a nurse takes employment elsewhere during the leave without prior approval of the Employer, the nurse shall be considered terminated.
- C. **Anniversary Date:** FMLA leaves and medical leaves shall not alter a nurse's anniversary date of employment for purposes of determining changes in pay or seniority. Other leaves (non-FMLA/non-medical) without pay for a period of 45 calendar days or less within any 12 month period shall not alter a nurse's anniversary date of employment for purposes of determining changes in pay or seniority. Other leave (non-FMLA, non-medical) without pay for a period in excess of 45 calendar days within any 12 month period will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave for purposes of pay increases.

For example, a nurse who completes an approved leave of absence for a period of 88 days will have all of his/her future pay increases delayed by 43 days, the number of days on leave beyond the 45 days allowed above.

- D. **Notification:** In case of illness, the nurse will make every effort possible to notify his/her supervisor of an absence as far in advance as possible.

### **11.02 Family Leave**

- A. **Family Medical Leave**

The Employer agrees to abide by the Family Medical Leave Act for all employees. The Family Medical Leave Act requires the employer to provide up to a total of 12 workweeks of

unpaid leave during any 12 month period for eligible employees at the time of the birth or placement for adoption or foster care of a child or at the time of a serious health condition affecting the eligible employee or a family member. The Employer's Family Medical Leave of Absence Policy is included in the Employer's Policy Manual and made part of this agreement by reference

The federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state or local law that provides greater family or medical leave rights than the Act provides.

### **11.03 Medical Leave (Non-Work Related)**

Leaves of absence without pay due to a non job-related sickness or injury shall be granted to nurses, provided the nurse gives written request for such leave and, in addition, furnishes a doctor's certificate which states the necessity for such leave as well as the estimated length of absence. Such granted leaves of absence shall not be in excess of one hundred eighty (180) calendar days unless Federal or Washington State Law provides for a greater leave.

- A. Nurses must obtain a Medical Leave of Absence form, and submit a completed form within three (3) working days of their first missed workday or shift, or at the first reasonable opportunity if a nurse is seriously incapacitated.
- B. When approved, nurses may take the leave without pay or use their annual leave for a medical leave due to an off-the-job personal injury and/or illness.
- C. A nurse's seniority and rate of pay (as affected by time) shall accrue during the first one hundred eighty (180) days of medical leave and shall be frozen thereafter.
- D. Nurses on medical leave will be reinstated to their former position and schedule if they are medically released as provided for in this section.
- E. Nurses on leave will be allowed to return to their regular position and most recent station at any time prior to ninety (90) calendar days, limited only upon successful passing of a fitness for duty examination performed by the Employer's industrial medical provider or specialist referred to by that provider. In making such determination, the physician shall consult with the nurse's physician, if requested by nurse. Nurses are required to notify their supervisors a minimum of fourteen (14) days prior to their return to their regular job and assignment.
- F. Employer paid health benefits will expire on the ninety-first (91st) day after the start of the medical leave. However, the Employer reserves the right to immediately terminate health benefits if it is reasonably determined by a physician chosen by the Employer that the nurse is fit to return to full-time employment in his/her regular position and declines to do so.
- G. If a nurse is unable to return to his/her original position after the expiration of the one hundred eighty (180) calendar day leave, he/she will be considered as voluntarily resigning his/her position with the Employer.

#### **11.04 Sick Leave**

- A. Sick Leave Accrual and Use: A regularly scheduled full-time nurse shall accumulate sick leave pay at the rate of one-half (1/2) the normal shift, not to exceed twelve (12) hours per month. Accumulated sick leave pay shall be payable for absences on a regularly scheduled workday due to personal illness or injury at the nurse's regular rate of pay for the day at the straight-time rate. Sick leave pay is not available for double posted (or traded) shifts (i.e., not regularly scheduled shifts). AMR agrees to administer sick leave according to Federal and Washington state law.
- B. Sick Leave Ceiling: Sick leave shall be cumulative from year to year but not to exceed five hundred (500) hours.
- C. Sick Leave Verification: Sick leave benefits shall apply to bona fide cases of illness or injury. An explanatory letter from the nurse's doctor indicating why the nurse could not work may be required by the Employer. In the event the Employer wishes to request a doctor's letter, the nurse shall be notified by the Employer on the day the sick leave is taken, or any subsequent day while the nurse is sick.
- D. Workers Compensation Crediting: In the event a regularly scheduled nurse is absent for reasons which are covered by workers compensation law, upon written request by such nurse, the employer shall pay the nurse an amount equal to the difference between the amount paid the nurse by the state workers compensation coverage and the amount the nurse would normally earn if he is eligible for sick and vacation leave pay (including its limitations). Such payment(s) shall be made within fifteen (15) days of receipt by the Employer of written request by the nurse with proof of payment of workers compensation. A deduction shall be made from the nurse's accumulated sick leave in accordance with the amount paid the nurse by the Employer.
- E. Change in Status: Any accrued sick leave will be banked for up to twelve (12) months in the event a nurse returns to regular status from per diem within that period of time.

#### **11.05 Witness Duty**

- A. Any nurse called upon by or on behalf of the Employer will be compensated by the Employer for witness time and any resulting lost work time.
- B. In the event a fulltime employee is summoned to serve as a juror, such employee shall receive time off to attend court for up to a maximum of one (1) week per calendar year. The compensation will be paid for any shift missed during the one-week period, minus any compensation received (excluding travel expenses), for such service paid to the employee by the court system. Such compensation shall not exceed the employee's normal daily pay.

### **11.06 Military Leave**

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits (including coverage for dependants) while on military leave, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional twelve (12) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

### **11.07 Military Spouse Leave**

Up to fifteen (15) business days of leave will be granted to a qualified nurse (nurse who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used, at the nurse's discretion. The nurse must provide the employer with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

### **11.08 Bereavement Leave**

A regularly scheduled full-time nurse shall receive up to one (1) week off from work, including two (2) regular shifts off with pay, up to a maximum of forty (40) hours, in the event of death in the nurse's or the nurse's spouse's immediate family (parents, step-parents, siblings, step-siblings, domestic partner, children [by blood, marriage, or adoption], grandparents, and grandchildren). At the Employer's discretion, a nurse may be granted an additional two (2) working days off with pay if he can substantiate that such was necessary for bereavement purposes.

### **11.09 Personal Leave of Absence (PLOA)**

- A. All full-time nurses otherwise physically fit for work may apply for a personal leave of absence (PLOA) without pay.
- B. Each situation is judged separately and the granting of any PLOA shall be at the Employer's sole discretion. Such approval shall not be unreasonably withheld. Total system staffing requirements may be considered by the Employer.
- C. Requests must be in writing as far in advance as possible but at least thirty (30) days in advance of the desired leave date. The Employer must respond within two (2) weeks of

submission of the written request. Emergency leave may be approved on shorter notice. All leaves of absence granted will be without pay. Leaves of absence may not be granted to nurses who have not completed their orientation period.

- D. All PLOA's shall be in writing and an approved PLOA assures the nurse continuation of employment, as long as the conditions of the PLOA are met by the nurse. PLOA's will not normally be granted for more than one hundred eighty (180) days at a time. The Employer shall promptly notify the Association of all such leaves of absence granted.
- E. Vacation leave may be used during an approved PLOA, but will not continue to accrue. Vacation leave will ceased to accrue on the last day worked by the nurse and will begin again on the first day the nurse returns to active full-time duties.

### **11.10 Return From Leave**

- A. Nurses on any leave of absence (LOA) which exceeds thirty (30) days shall, whenever possible, notify the Employer at least fourteen (14) days prior to the nurse's expected date of return to work of their intention to return to work. If the nurse is unable to give the required fourteen (14) days notice, it is understood that the Employer may not be able to re-employ the nurse at the intended expiration of the LOA, but at no time shall the nurse be required to wait for re-employment more than fourteen (14) days from the date the Employer was notified of the nurse's intent to return to work.
- B. For nurses returning within twelve (12) weeks from any leave of absence provided under this Agreement, the Employer shall return nurses to the same station and position. For nurses returning after twelve (12) weeks from any leave of absence provided for under this Agreement, the Employer shall make every reasonable effort to return nurses to the same station and position. Except as otherwise amended by this agreement, the nurses shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they had acquired and/or accrued prior to their taking such leave.

### **11.11 Benefits During a Leave of Absence**

- A. Employer paid benefits may be continued for a maximum of 90 calendar days for an approved, paid or unpaid leave of absence due to personal, bereavement, jury duty, and maternity/paternity. The nurse must continue to make any bi-weekly contributions for extra coverage as is normally required when working.
- B. Employer paid benefits will be terminated on the last day of the month following the end of approved period for benefits. Nurses and/or their dependents will be offered continuation of benefits as providing for in the Internal Revenue Code Section 162(k), Consolidated Omnibus Budget Reconciliation Act of 1985.

## **11.12 Worker's Compensation Leave**

The Employer agrees to abide by the state guidelines established for Employee's who incur injuries/illnesses within the course and scope of their employment. Benefits will be administered per state guidelines and company policy.

## **ARTICLE 12. - BENEFIT PLANS**

Health/Medical, Vision and Dental

The Employer will provide full time employees, covered by this collective bargaining Agreement, on the first of the month following ninety (90) consecutive days of employment, with a sponsored benefit plan to include health (Medical), Dental, Vision, Group Term and Supplemental Life, Group Supplemental and Accidental Death and Dismemberment, Short Term Disability, Flexible Spending Accounts for health care and dependent care costs and an Employee Assistance Program.

Until January 1, 2011, the medical plans shall be Group Health Deductible and Anthem/Blue Cross/Blue Shield Consumer PPO as described in the Plan summary, including defined prescription coverage in each respective plan.

Effective January 1, 2011, the medical plans shall be Group Health Deductible and Anthem Consumer PPO, Package 17 as described in the Plan summary, including defined prescription coverage in each respective plan.

The Employer shall continue, for the life of the Agreement, the Group Health and Consumer PPO Plans and benefits. The Employer agrees that in the event a plan and/or benefit change occurs, such change shall be communicated to WSNA and employees and the Employer and WSNA shall meet to discuss the changes.

Health and Dental Insurance will be paid 75% of the total premium by the Employer, and 25% of the total premium by the Employee, through regular payroll deduction.

Vision Insurance will be paid 50% by the Employer and 50% by the Employee through regular payroll deductions.

Long Term Disability, Short Term Disability, Group Term Life, EAP, and Accidental Death and Dismemberment: The Employer shall pay one hundred percent (100%) of the premiums for Long Term Disability, Short Term Disability, Group Life, Employee Assistance Plan, and Accidental Death and Dismemberment insurance premiums in the amount specific in the Benefit Plan for all employees.

Supplemental Insurance Plans: The Employer shall make available a supplemental Life and Supplemental Accidental Death and Dismemberment insurance plan(s) and if chosen by the employee the cost of which shall be paid one hundred percent (100%) by the employee.

### **12.01 Retirement Plan**

- A. The Employer will provide a 401(k) plan for members of the bargaining unit. Nurse's become eligible for participation after six months of consecutive service and 1000 hours of service. The plan has a five (5) year vesting schedule.
- B. The employer will match one dollar (\$1.00) for each one dollar (\$1.00) the employee contributes to the plan, up to five percent (5) annually per nurse.
- C. Nurses may contribute from 1 to 15 percent of their gross wages, subject to limits established by law.

## **ARTICLE 13. - GRIEVANCE PROCEDURE**

### **13.01 Grievance Procedure**

The purpose of this Procedure is a timely adjustment of grievances by the Employer, and the Association, following a prompt investigation and thorough discussions. In the event any grievance arises concerning the interpretation or application of any terms of this Agreement, and/or any dispute concerning wages, benefits and working conditions, such matters shall be adjusted according to the procedures set forth below. All corrective action issues shall be subject to the standards of just cause.

### **13.02 Grievance Definition and Procedure**

A grievance shall be defined as a dispute between the Employer and the Association, or an employee or a group of employees, as to the interpretation, application or violation of any terms or provisions of this Agreement and shall be processed in the following manner.

Step One:

A grievance shall first be brought forth by the employee and/or a representative of the Association to the Nurse Manager. Grievances must be submitted within fourteen (14) calendar days of the event giving rise to the grievance, unless circumstances beyond the control of the aggrieved party prevent its submission within such period. The Nurse Manager shall meet with the employee and the employee's local unit officer within fourteen (14) calendar days and respond in writing within fourteen (14) calendar days after said meeting. Grievances regarding discharge or suspension shall be processed starting at Step Two.

Grievance Consolidation. If the Employer and Association agree, grievances involving the same basic issue shall be consolidated and processed as one (1) grievance by the Association at Step Two.

Step Two:

If the grievance is not resolved at Step One, upon receipt of the Step One response, the Association may appeal to the Employer's General Manager or designee. The Association or employee shall have fourteen (14) calendar days to submit the grievance to the Employer's Manager or designee. The Association's Representative, the grievant, and the General Manager and/or designee shall meet within fourteen (14) calendar days after the submission of the appeal. The General Manager or his designee shall respond in writing within fourteen (14) calendar days of the termination of the meeting.

Step Three:

The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. Within fourteen (14) calendar days of the receipt of the reply to the grievance at Step Two, the parties shall meet to discuss submitting the dispute to mediation. The use of mediation is entirely voluntary; the recommendations of the mediator are non-binding. FMCS shall be the permanent mediator whose function it will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute should be resolved. The mediator's recommendations shall be given orally. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal. The costs of mediation shall be shared equally by the parties.

Step Four:

If the dispute is not resolved at Step 3, the Association may appeal to arbitration. Said appeal shall be submitted in writing to the Director of Human Resources or his/her designee, no later than twenty (20) business days after the Non Binding Mediation or receipt of a letter confirming the parties' decision not to submit the dispute to mediation, whichever is earlier. Simultaneous with its appeal, the Association shall request in writing, with a copy to the Employer, a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of the FMCS list, the parties shall select an arbitrator by alternatively striking names from said list. The party to strike first shall be determined by lot. The arbitrator shall have no power to add to, subtract from, or otherwise modify any provision of this Agreement. The arbitrator's decision shall be final and binding on the Employer, the Association, and the employee(s) involved.

A. Cost

Each party shall bear its own expenses and the expenses of the arbitrator shall be borne equally by the Employer and the Association. Other arbitration expenses incurred by either party, such

as any for witnesses, legal fees, transcript fees, etc. shall be the sole responsibility of the party incurring such expenses. If any party to the arbitration, whether Employer, nurse or the Association, unsuccessfully attacks the obligation to arbitrate or the finality of the arbitrator's decision in any judicial or administrative proceeding, the prevailing party or parties shall be entitled to recover court costs, including reasonable attorney's fees.

**B. Time Limits**

The time limits set forth herein may be extended only by the mutual written consent of the Employer and the Association. Where a party has failed to meet the time limits set forth herein, the grievance shall be resolved as set forth in the opponent's last stated position, on a non precedent setting basis.

**C. Back Pay Liability**

Liability for back wages, time off accruals, or any other economic benefit shall be limited to 360 days from the submission of the Step One grievance.

## **ARTICLE 14. - COMMITTEES**

### **14.01 Nurse Practice and Conference Committee**

The parties agree to establish and maintain a combined Nurse Practice and Conference Committee (NPCC).

The committee's purpose shall be the discussion of issues relating to the Contract, the planning, implementation and maintenance of AMR policies and procedures that affect nursing staff and work place practices that improve the organization, delivery, ethical, professional and legal standards of nursing practice and work environment health and safety.

It is the intent of the parties to foster a collaborative, professional working relationship.

The Committee will be composed up to two (2) nurses chosen by the Bargaining Unit, the WSNA Nurse Representative, and one Nursing Management Representative and two (2) other Management representatives deemed appropriate by the Company. The parties reserve the right to invite additional participants.

The NPCC will meet at least quarterly and shall run according to mutually established guidelines. Time spent by employee representatives in Nurse Practice/Conference Committee (NPCC) meetings shall be compensated at the straight-time rate of pay and benefits, up to a minimum of two (2) hours and a maximum of four (4) hours not counted towards hours worked for overtime for up to two (2) nurses.

## **ARTICLE 15. - HEALTH AND SAFETY**

### **15.01 Health and Safety**

- A. The Employer recognizes its responsibility to provide a safe and healthful working environment for nurses. The Association also recognizes its responsibility to cooperate with the Employer in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives following the guidelines set forth in the AMR Health and Safety Program Manual.
- B. The Association recognizes the right of the Employer to implement and enforce safety rules as may be required from time to time to comply with local, state, or federal laws and regulations, or to comply with the contractual requirements of the Employer's customers. It is agreed that all nurses and Association Representatives shall be required to abide by such safety rules. Nurses who violate the safety rules shall be subject to discipline, up to and including discharge, providing that the discipline imposed is consistent with the just cause provision in Section 5.01.
- C. Safety Equipment:
- The Company shall provide the following safety and protective gear for each ambulance:
- 1) Biohazard Kit: goggles, gloves, mask, gowns (moisture/barrier resistant).
  - 2) Two-Way Radio per ambulance.
  - 3) Disinfectant Spray.
  - 4) Hearing Protection, available upon request from nurse.
- D. Lift Assist

In the event a crew believes a lift assist is necessary, the crew shall contact the Communication Center to request an assist. The crew shall provide to the dispatcher a reasonable justification for the assist, which shall be provided if the crews request complies with the Employers Safety and Risk Policy, specifically, if the patients weight, position or other circumstances may involve lifting/movements that exceed an employee's perception of their own safety capability, or the patients weight is estimated to be in excess of three hundred pounds (300 lbs). Lift assists shall not be requested at facilities where staff is available to provide such assistance

### **15.02 Nurse Safety Training**

The Employer shall provide orientation, training, and education for nurses who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

### **15.03 Alcohol and Drug Free Workplace**

Alcohol and drug use may adversely affect the quality of care provided to our customers, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to person or loss of equipment and property. The Employer and the Union affirm that the workplace is an alcohol and drug free workplace.

In order to provide the highest quality of service, and a safe healthful and efficient work environment, the Employer requires its employees to report to work able to perform their jobs and under no circumstances should an employee report to work under the influence of any drug and/or alcohol.

Employees on duty, in uniform or on the Employer's property shall not use, sell, distribute, or possess illegal drugs, alcohol, drug paraphernalia, or controlled substances. Employees, while in uniform, shall also refrain from entering establishments where the primary purpose of which is serving alcohol.

Employees who lawfully use prescribed drugs or over the counter medication, that may affect or impair their job performance, must advise their supervisor or the Human Resource Manager prior to the beginning of their shift. Failure to do so may be considered a violation of this Article.

Employees must notify the Employer of any conviction for a criminal drug violation, within three (3) days of such conviction.

The Employer reserves the right and sole discretion to implement a system of random or periodic testing, if required by a customer or a legal requirement. Such program will be administered by a third party and shall follow all appropriate rules and protocols for chain of custody requirements. The Employer agrees to meet with the Union a minimum of sixty (60) days prior to the need to implement a system of random or periodic testing, to identify the specific requirements of the program, the impact of the program on affected employees and the process for implementation.

All employees shall abide by the Alcohol and Drug Free Workplace Policy, as defined in the Company Policy Manual and made part of this Agreement by reference.

The Employer agrees to have a WSNA Representative present at any time that a search of an employee or an employee's personal effect is to take place, provided one is reasonably available.

### **15.04 Smoke and Tobacco Free Workplace**

A. Smoking or the use of any tobacco product in Employer stations or Employer owned or operated vehicles shall be prohibited.

- B. Smoking or the use of any tobacco product is prohibited in the following situations, except during specifically designated breaks in specifically designated areas.
1. During any phase of any call.
  2. While engaged in any drill and/or training.
  3. While dealing with the public.
  4. Inside Employer facilities or stations.
  5. Customer facilities, unless in customer designated smoking areas.
- C. It shall be the responsibility of the smoker to clean up all of the by-products of smoking or other tobacco products immediately after use.

## **ARTICLE 16. - GENERAL PROVISIONS**

### **16.01 Separability**

This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision(s) become unlawful by virtue of the 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 life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

### **16.02 Disasters**

#### **National Disasters**

Bargaining unit employees who volunteer for deployment to a national disaster as part of the Employer's National Disaster Team shall be covered by the Employer's National Disaster policy during the deployment, except that bargaining unit employees remain subject to the just cause standard for corrective action and the grievance procedure of this Agreement.

#### **Local Disasters**

In the event of a local disaster or catastrophe, as declared by a governmental agency, such as earthquake, fire, flood, explosion, widespread power failure of other acts of God outside the employers control that reasonably require all available employees to report for work or remain on duty, the provisions of this Agreement pertaining to scheduled paid time off, meal period, job postings, shift changes, transfers shall be suspended and the Employer shall be relieved of any obligation to adhere to the provisions during a local disaster emergency operation. However, the Employer shall honor all prescheduled time off, the Employer shall reimburse the employee for the cost of any unused non-refundable tickets and other non-recoverable economic impacts, bargaining unit employees who are on

duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.

### **16.03 Duration of Agreement**

This Agreement shall be effective from January 1, 2010 through November 13, 2012.

## **ARTICLE 17. - MANAGEMENT RIGHTS**

### **17.01 Management Rights**

Except to the extent expressly abridged or limited by a specific provision of this Agreement, or the subject of mandatory bargaining as defined by law, the Employer reserves and retains, solely and exclusively, all of the inherent rights, functions, and prerogatives of management. The following shall be deemed representative and characteristic of the customary and usual rights, which are retained by the Employer:

- \* The right to hire employees;
- \* The right to classify employees;
- \* The right to assign/reassign or schedule the date, time, hours, location and duties of work;
- \* The right to layoff, promote, demote, and/or suspend, discipline, or discharge employees for just cause;
- \* The right to maintain order and efficiency;
- \* The right to determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans or eliminate or add units;
- \* The right to assign the type of equipment to be used by employees in the performance of their work duties;
- \* The right to cease and/or to sell all or part of business operations;
- \* The right to make such rules, regulations, and deployment (system status) plan adjustments as it may, from time to time, deem best for the purposes of maintaining order, safety and effective operation of it's business and/or compliance with the contractual requirements of it's customers;
- \* The right to choose, provide, locate and relocate stations used to house employees;

- \* The right to enforce the Employer's Policies and Operations Manuals, except as limited or superseded by this Agreement;
- \* The right to develop and implement quality assurance programs and standards of care;
- \* The right to make new assignments and to designate crew compositions, except as limited by this Agreement; and,
- \* The right to design, submit, negotiate and implement service contracts.

**17.02 Strike Language, Lockouts, Picket Lines, No Slowdown, or Work Stoppage or No Lockout**

During the life of this agreement, no work stoppages, strikes, sympathy strikes, slowdown, sick-outs, picketing, refusals to cross picket lines (except as described in this section), boycotts, sick-ins, cessation to work withholdings of services, and other economic actions directed against or adversely the Employer by nurses covered by this Agreement at any location shall be caused, ratified, encouraged, or sanctioned, directly by the Association, and no lockouts shall be made by the Employer.

No nurse shall be required or directed to cross a legal primary picket line properly recognized by the Association. This provision shall not apply in case of medical necessity or to contracts in existence at the time of ratification. Once the nurse accepts a patient transport assignment, a nurse shall complete the assignment.

Any nurse, or nurses, individually or collectively, who shall cause, or take part in, any economic action as defined above during the life of this Agreement may be disciplined or discharged by the Employer. The Association may file a grievance under the provisions of the grievance procedure of this Agreement regarding such discipline or discharge.

Any nurse who refuses to handle or perform any work, or who refuses to handle materials or machinery or equipment because of the sources of supply or the Association affiliation or non-affiliation of the labor engaged in such work, may be disciplined or discharged in the discretion of the Employer.

The Association agrees that as a part of the consideration of this Agreement it will, within twenty-four (24) hours, take steps to end any economic action violative of this Agreement and shall notify its members by mail and by Employer and Association bulletin board of such violation of this Agreement, and shall instruct the nurses to return to work immediately.

As part of the consideration of this Agreement, provided the above-stated provisions are fully complied with, the Employer agrees that the Association, its officers, agents, or non-participating members, shall not be held liable for damages for economic action violative of this Agreement. Otherwise, the Association shall be liable for any damages incurred as a result of any economic action violative of this Agreement which it caused, ratified, encouraged or sanctioned, directly as determined through the grievance procedure.

### **17.03 Nurse Responsibility**

Nurses operate a unit in partnership with another employee. Both individuals shall be jointly responsible for the loss or damage to property, vehicles, on-board equipment or supplies, resulting from crewmember dishonesty, or willful acts. If the loss or damage is admittedly or clearly the result of a dishonest or willful act of only one of the crewmembers then that crewmember shall be individually responsible. If the Employer determines the existence of nurse responsibility and the amount of loss, and this determination is not grieved, the amount of the loss (not to exceed \$500.00 per occurrence) shall be divided equally between the crewmembers responsible and shall be deducted from subsequent paychecks. Deductions for losses stemming from nurse dishonesty or willful acts will be deducted from the nurse's paycheck unless an alternative method of payment is offered by the nurse.

### **17.04 Agreement**


This document constitutes the entire Agreement between the Employer and the Association. During the negotiations which resulted in this Agreement, the parties acknowledged that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements negotiated by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at anytime during its term.

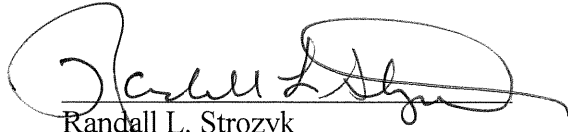
It is further understood and agreed that this document correctly sets forth the effect of all preliminary negotiations, understandings, and Agreements. This document supersedes any previous agreements, customs or practices pertaining to nurses, whether written or verbal.

The employees covered by this Agreement are entitled only to those wages, hour, or working conditions which are specifically set forth in this Agreement. The Employer shall notify and bargain with the Association prior to modifying any benefit having direct economic value to employees covered by the Agreement this is not specified herein. Any bargaining as a result of this provision is specifically limited to the proposed modification and its impact on the employees.

This Agreement is effective this 1st day of January, 2010.

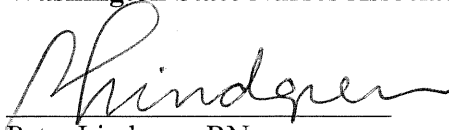
**American Medical Response**

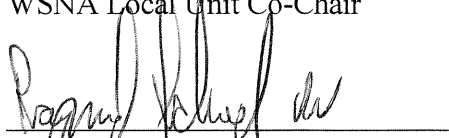
  
David Banelli  
National Vice President, Labor Relations

  
Randall L. Strozyk  
Chief Executive Officer,

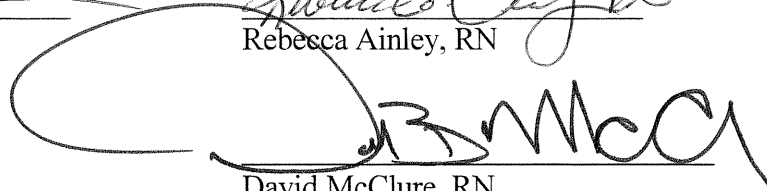
  
Rod Chandler, General Manager

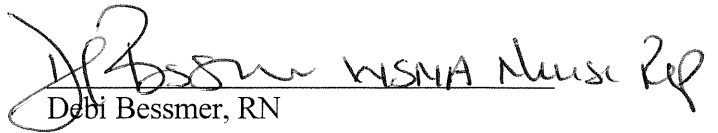
**Washington State Nurses Association**


  
Peter Lindgren, RN  
WSNA Local Unit Co-Chair

  
Raymond Schroeder, RN  
WSNA Local Unit Co-Chair

  
Rebecca Ainley, RN

  
David McClure, RN

  
Debi Bessmer, RN  
WSNA Nurse Representative

  
Linda Machia  
General Counsel, WSNA

**ATTACHMENT A**

**CCT Nurse Wage Scales for WSNA CBA January 1, 2010 - November 13, 2010**

**Wage Matrix Effective January 1, 2010**

1.5% Increase

<b>Step</b>	<b>Annual</b>	<b>40/10</b>	<b>42/12</b>	<b>42/14</b>	<b>48/24</b>
1	\$70,892.84	\$34.08	\$30.98	\$31.71	\$26.22
2	\$72,143.89	\$34.68	\$31.53	\$32.26	\$26.68
3	\$73,394.93	\$35.29	\$32.08	\$32.82	\$27.14
4	\$74,645.98	\$35.89	\$32.62	\$33.38	\$27.61
5	\$75,897.04	\$36.49	\$33.17	\$33.94	\$28.07
6	\$77,148.08	\$37.09	\$33.72	\$34.50	\$28.53
7	\$78,399.14	\$37.69	\$34.27	\$35.06	\$28.99
8	\$79,650.19	\$38.29	\$34.81	\$35.62	\$29.46
9	\$80,901.23	\$38.89	\$35.36	\$36.18	\$29.92
10	\$82,152.28	\$39.50	\$35.91	\$36.74	\$30.38
11	\$83,403.33	\$40.10	\$36.45	\$37.30	\$30.84
12	\$84,654.38	\$40.70	\$37.00	\$37.86	\$31.31
13	\$85,905.43	\$41.30	\$37.55	\$38.42	\$31.77
14	\$87,156.49	\$41.90	\$38.09	\$38.98	\$32.23
15	\$88,407.53	\$42.50	\$38.64	\$39.54	\$32.70
17	\$89,658.58	\$43.11	\$39.19	\$40.10	\$33.16
19	\$90,909.63	\$43.71	\$39.73	\$40.66	\$33.62
20	\$92,160.69	\$44.31	\$40.28	\$41.22	\$34.08
22	\$93,543.10	\$44.97	\$40.88	\$41.84	\$34.59
24	\$94,946.25	\$45.65	\$41.50	\$42.46	\$35.11
26	\$96,370.43	\$46.33	\$42.12	\$43.10	\$35.64

For those eligible for Step 22 or above, migration to a higher step will occur at one step every other year.

## CCT Nurse Wages

### Wage Matrix Effective November 14, 2010

2.25% Increase

Step	Annual	40/10	42/12	42/14	48/24
1	\$72,487.93	\$34.85	\$31.68	\$32.42	\$26.81
2	\$73,767.13	\$35.46	\$32.24	\$32.99	\$27.28
3	\$75,046.32	\$36.08	\$32.80	\$33.56	\$27.75
4	\$76,325.51	\$36.69	\$33.36	\$34.13	\$28.23
5	\$77,604.72	\$37.31	\$33.92	\$34.71	\$28.70
6	\$78,883.91	\$37.92	\$34.48	\$35.28	\$29.17
7	\$80,163.12	\$38.54	\$35.04	\$35.85	\$29.65
8	\$81,442.32	\$39.15	\$35.60	\$36.42	\$30.12
9	\$82,721.51	\$39.77	\$36.15	\$37.00	\$30.59
10	\$84,000.71	\$40.38	\$36.71	\$37.57	\$31.07
11	\$85,279.90	\$41.00	\$37.27	\$38.14	\$31.54
12	\$86,559.10	\$41.61	\$37.83	\$38.71	\$32.01
13	\$87,838.30	\$42.23	\$38.39	\$39.28	\$32.48
14	\$89,117.51	\$42.84	\$38.95	\$39.86	\$32.96
15	\$90,396.70	\$43.46	\$39.51	\$40.43	\$33.43
17	\$91,675.90	\$44.07	\$40.07	\$41.00	\$33.90
19	\$92,955.10	\$44.69	\$40.63	\$41.57	\$34.38
20	\$94,234.31	\$45.30	\$41.19	\$42.14	\$34.85
22	\$95,647.82	\$45.98	\$41.80	\$42.78	\$35.37
24	\$97,082.54	\$46.67	\$42.43	\$43.42	\$35.90
26	\$98,538.76	\$47.37	\$43.07	\$44.07	\$36.44

## CCT Nurse Wages

### Wage Matrix Effective November 14, 2011

2.5% Increase

Step	Annual	40/10	42/12	42/14	48/24
1	\$74,300.13	\$35.72	\$32.47	\$33.23	\$27.48
2	\$75,611.31	\$36.35	\$33.05	\$33.82	\$27.96
3	\$76,922.48	\$36.98	\$33.62	\$34.40	\$28.45
4	\$78,233.65	\$37.61	\$34.19	\$34.99	\$28.93
5	\$79,544.84	\$38.24	\$34.77	\$35.57	\$29.42
6	\$80,856.01	\$38.87	\$35.34	\$36.16	\$29.90
7	\$82,167.20	\$39.50	\$35.91	\$36.75	\$30.39
8	\$83,478.38	\$40.13	\$36.49	\$37.33	\$30.87
9	\$84,789.55	\$40.76	\$37.06	\$37.92	\$31.36
10	\$86,100.73	\$41.39	\$37.63	\$38.51	\$31.84
11	\$87,411.90	\$42.02	\$38.20	\$39.09	\$32.33
12	\$88,723.08	\$42.66	\$38.78	\$39.68	\$32.81
13	\$90,034.26	\$43.29	\$39.35	\$40.27	\$33.30
14	\$91,345.45	\$43.92	\$39.92	\$40.85	\$33.78
15	\$92,656.62	\$44.55	\$40.50	\$41.44	\$34.27
17	\$93,967.80	\$45.18	\$41.07	\$42.02	\$34.75
19	\$95,278.98	\$45.81	\$41.64	\$42.61	\$35.24
20	\$96,590.17	\$46.44	\$42.22	\$43.20	\$35.72
22	\$98,039.02	\$47.13	\$42.85	\$43.85	\$36.26
24	\$99,509.60	\$47.84	\$43.49	\$44.50	\$36.80
26	\$101,002.23	\$48.56	\$44.14	\$45.17	\$37.35

### PER DIEM NURSE RATE

EFFECTIVE DATE	INCREASE	RATE
1/1/10	1.5%	\$38.53
11/14/10	2.25%	\$39.40
11/14/11	2.5%	\$40.38