

**CHELAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 1  
(d/b/a “CASCADE MEDICAL CENTER”)**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

**EFFECTIVE FEBRUARY 12, 2008 – DECEMBER 31, 2010**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – PREAMBLE	1
1.1 Purpose	1
ARTICLE 2 – RECOGNITION	
2.1 Representation of Bargaining Unit	1
2.2 New Bargaining Unit Positions	1
ARTICLE 3 – DEFINITIONS	1
3.1 Association	1
3.2 Bargaining Unit	1
3.3 Local Unit Nurse Representative	2
3.4 Association Nurse Representative	2
3.5 Probationary Period	2
3.6 Staff Nurse	2
3.7 Regular Nurse	2
3.7.1 Regular Full-Time Nurse	2
3.7.2 Regular Part-Time Nurse	2
3.7.3 In Lieu Premium	2
3.8 Pool Nurse	3
3.8.1 Pool Commitment	3
3.8.2 Recurring Assignments	3
3.8.3 Step Increases	3
3.8.4 Protection of Benefits	3
3.9 Protection of Benefits	3
3.10 Charge Nurse	3
ARTICLE 4 – ASSOCIATION MEMBERSHIP	3
4.1 Membership	3
4.1.1 Membership In Good Standing	3
4.1.2 Current Members	3
4.1.3 Current Non-Members	4
4.1.4 New Hires	4
4.1.5 Notice of Discharge	4
4.2 Exemption	4
4.3 Dues Deductions	4
4.4 Hold Harmless	4
4.5 Contract Distribution	4
ARTICLE 5 – ASSOCIATION ACTIVITIES/ MANAGEMENT RELATIONS	4
5.1 Limitation on Conduct of Association Activities	4
5.2 Negotiations	5
5.3 Conference/Nurse Practice Committee	5
5.3.1 Paid Time	5
5.3.2 Non-Committee Members	5
5.3.3 Agendas	5
5.4 Bulletin Boards	5
5.5 Rosters	5
ARTICLE 6 – MANAGEMENT RIGHTS	6
ARTICLE 7 – HOURS OF WORK, OVERTIME, AND PREMIUM PAYS	6
7.1 Workday	6
7.2 Work Period	7
7.2.1 Additional Hours	7

7.2.2	Use of PTO	7
7.2.3	Beginning of Work Period	7
7.2.4	Innovative Work Periods or Schedules	7
7.3	Overtime	
7.3.1	Overtime – Other than Twelve Hour Shifts	7
7.3.2	Overtime to be Properly Authorized	7
7.4	Overtime Compensation	7
7.4.1	Hours Worked	7
7.4.2	Overtime Calculation	8
7.5	Work Schedules	8
7.6	Shift Rotation	8
7.7	Time Sheet	
7.8	Meal and Rest Breaks	
7.8.1	Meal Breaks	
7.8.2	Rest Breaks	9
7.8.3	Pharmacy Key	
7.8.4	Charge Nurse	
7.9	Rest Between Shifts	
7.9.1	Twelve Hour Nurses	
7.10	Standby/On Call	
7.10.1	Staffing	10
7.10.2	In-House Standby	
7.10.3	Overtime Computation	
7.11	Low Census	
7.11.1	Volunteers	
7.11.2	Low Census Cap	
7.12	Priority for Full and Part-time Nurses	
7.13	Low Census Options	11
7.14	Travel	
7.15	Consecutive Weekend Work	
7.16	Weekend Premium	
7.17	Work on Holiday	12
7.17.1	Night Shift	
7.18	Charge Nurse Premiums	
7.19	Shift Differential	
7.20	Certification Premium	
7.21	No Pyramiding	
 ARTICLE 8 – EMPLOYMENT PRACTICES		
8.1	Filling Vacancies	
8.2	Seniority	
8.2.1	Effect of Leaves of Absence	13
8.2.2	Loss of Seniority	
8.3	Layoff	
8.3.1	Definitions	
8.3.1.1	“Layoff”	
8.3.1.2	“Qualified”	
8.3.1.3	“Comparable Position”	
8.3.1.4	“Displaced Nurse”	
8.3.2	Layoff Procedure	
8.3.3	Notification	
8.3.3.1	Hospital Closure	
8.3.4	Identification of Affected Positions	14
8.3.5	Bumping Rights	
8.3.6	Seniority Roster	
8.3.7	Nurses May Choose Layoff	

8.3.8	Disputes Regarding Qualifications	
8.3.9	Use of Laid Off Nurses	15
8.3.9.1	Request to Work Additional Shifts	
8.4	Recall	
8.4.1	Notice of Recall	
8.4.2	Two-Weeks Report Time	
8.4.3	Recall to a Comparable Position	
8.4.4	Restoration of Seniority and Benefits	
8.4.5	Leave of Absence	
8.4.6	Displaced Nurses	
8.5	Discipline and Discharge for Just Cause	
ARTICLE 9 – WAGES		16
9.1	Wage Scale	16
9.2	Recognition for Previous Experience for New Hires	
9.3	Movement Through Steps	
9.4	Cross-Training Premium	
ARTICLE 10 – MEDICAL, DENTAL & LIFE INSURANCE		17
10.1	Insurance Information	17
10.2	Payment of Premiums	
10.2.1	Nurses Scheduled to Work at Least 36 Hours Per Week	
10.2.2	Nurses Scheduled to Work 32 to 35 Hours Per Week	
10.2.3	Nurses Scheduled to Work 20 to 31 Hours Per Week	
10.2.4	Commencement of Coverage	
10.2.5	Dependents	
10.2.6	Medical Bills	18
10.2.7	Termination of Coverage	
10.3	Changes in Coverage	
10.3.1	Alternative Carriers	
10.3.2	Pending Changes	
10.4	Health Tests	
10.5	Liability Insurance	
ARTICLE 11 – HOLIDAYS		
11.1	Holidays Defined	
11.2	Personal Holidays	
11.3	Rotation	19
ARTICLE 12 – PAID TIME OFF		
12.1	Rates	
12.2	Eligibility	
12.3	Use of PTO	
12.4	Termination Benefit	
12.4.1	Lack of Notice	20
12.5	PTO Cash Out Incentive	
12.6	Maximum Accumulation	
ARTICLE 13 – DISABILITY LEAVE		
13.1	Use of Disability Leave	
13.1.1	Employee Illness	
13.1.2	Illness of Family Member	
13.1.3	State or Federal Law	21
13.2	Accrual	
13.3	Workers' Compensation	
13.4	Bereavement	

ARTICLE 14 – UNPAID LEAVES OF ABSENCE		
14.1	Family and Medical Leave	
14.2	Maternity Disability Leave	
14.3	Extended Disability Leave	
14.4	Personal Leave	22
14.5	Military Leaves	
14.6	Jury Duty/ Witness	
14.7	Approval of Leave	
ARTICLE 15 – GRIEVANCE		
15.1	General	
15.2	Time Limitations	
15.3	Access to Personnel Records	
15.4	Grievance Steps	
15.4.1	Step 1 – Director of Nursing	
15.4.2	Step 2 – Hospital Administrator	23
15.4.3	Step 3 – Arbitration	
	15.4.3.1 Mutual Agreement	
	15.4.3.2 FMCS	
	15.4.3.3 Arbitrator’s Role	
	15.4.3.4 Expenses of Arbitration	
15.5	Group Grievance	24
15.6	Forwarding Grievance	
15.7	Mediation	
ARTICLE 16 – PROFESSIONAL ENHANCEMENT		
16.1	Education Leave	
16.2	Education Funds	
ARTICLE 17 – SMOKE-FREE WORKPLACE		
ARTICLE 18 – NON-DISCRIMINATION		25
ARTICLE 19 – SAVINGS CLAUSE		25
ARTICLE 20 – ENTIRE AGREEMENT		25
20.1	Modifications to be in Writing	
20.2	Exclusivity of Agreement	
ARTICLE 21 – STRIKES AND LOCKOUTS		25
21.1	Lockouts	
21.2	Strikes	
ARTICLE 22 – TERM OF AGREEMENT		26
APPENDIX A – Wage Schedules		

**Agreement  
By and Between  
Chelan County Public Hospital District No. 1  
(d/b/a "CASCADE MEDICAL CENTER")  
and  
Washington State Nurses Association  
February 12, 2008 - December 31, 2010**

**ARTICLE 1 – PREAMBLE**

**1.1 Purpose.** This Agreement is entered into by the Chelan County Public Hospital District No. 1, doing business as Cascade Medical Center, hereinafter the "Hospital", and the Washington State Nurses Association, hereinafter the "Association" for the purposes of establishing rates of pay, hours of work and other conditions of employment for the nurses represented by the Association.

**ARTICLE 2 – RECOGNITION**

**2.1 Representation of Bargaining Unit.** The Hospital recognizes the Association as the exclusive representative of the Bargaining Unit nurses for the purposes of collective bargaining with respect to wages, hours of work and other working conditions.

**2.2 New Bargaining Unit Positions.** The Hospital will notify the Association of new or changed job classifications created during the life of this Agreement if the classifications are non-supervisory, non-managerial and are to be filled by a Registered Nurse. Within fourteen (14) days following receipt of such notice, the Association may request, in writing, to negotiate the compensation to be paid to individuals occupying such new classification. The Hospital may implement the new job classification while the parties negotiate such compensation. Nothing herein shall be construed as a waiver by either party of the right to file with the Public Employment Relations Commission a unit clarification petition or other petition challenging the unit placement of any newly created registered nurse position.

**ARTICLE 3 – DEFINITIONS**

For the purposes of this Agreement, the following definitions shall control, to wit:

**3.1 Association.** Association shall mean the Washington State Nurses Association which is the lawfully designated organization exclusively representing the Bargaining Unit.

**3.2 Bargaining Unit.** Bargaining Unit or Local Unit shall mean all regular full-time, part-time and Pool registered nurses employed by the Hospital, but shall exclude supervisory personnel and all other employees of the Hospital.

**3.3 Local Unit Nurse Representative.** Local Unit Nurse Representative(s) shall mean any Local Unit member(s) of the Association designated as the initial contact person(s) for Hospital/Association communications. Within a reasonable period of time following execution of this Agreement, the Association shall notify the Hospital in writing of the identity of the Local Unit Representative(s). The Association shall promptly notify the Hospital of any changes in the Local Unit Representative(s).

**3.4 Association Nurse Representative.** Association Nurse Representative shall mean the non-Local Unit representative of the Association who is designated as the primary non-Local Unit contact person for Hospital/Association communications. The Hospital will be notified of any changes in the identity of the Association Nurse Representative.

**3.5 Probationary Period.** The probationary period is the first five hundred twenty (520) work hours, commencing upon the nurse's initial or most recent date of hire. During the probation period or any extension thereof, an Employee may be disciplined or discharged by the Hospital at will and without appeal or recourse to the grievance or arbitration procedure. Alternatively, if, in the Hospital's discretion, an Employee's performance is deemed below standard within the probationary period, the Hospital may extend the Employee's probationary period for up to an additional five hundred twenty (520) working hours. During the probationary period, Full and Part-Time Regular Nurses may accrue benefit rights, but are not eligible to use certain accrued benefits, as provided for in this Agreement.

**3.6 Staff Nurse.** A Registered Nurse who is responsible for the direct and indirect nursing care of the patient.

**3.7 Regular Nurse.** Regular Nurse shall mean either of the following:

**3.7.1 Regular Full-Time Nurse.** Regular Full-Time Nurse means a nurse who has successfully completed the Probation Period who is regularly scheduled to work on a regular basis of at least thirty-six (36) hours a week. Provided, however, that nurses shall be scheduled for the number of hours for which the nurse was hired.

**3.7.2 Regular Part-Time Nurse.** Regular Part-Time Nurse means a nurse who has successfully completed the Probation Period, who is regularly scheduled to work less than thirty-six (36) hours a week.

**3.7.3 In Lieu Premium.** Regular Full-Time or Part-Time nurses may, once per calendar year, elect to receive a fifteen percent (15%) premium above their regular rate of pay in lieu of benefits, including PTO, disability leave, insurance and retirement, but excluding shift differential, charge pay, weekend premium, and certification pay. When such nurses take time off due to illness, holiday, or for vacation, a nurse may use any available PTO time; however, the nurse's Disability Leave (Article 13.2) will be frozen until such time the nurse elects to stop receiving the 15% premium and is again eligible for benefits. A nurse receiving the 15% premium who separates employment in good standing, and provides at least 3 weeks prior notice, will be eligible to cash out his/her PTO account. Upon separation, the nurse's PTO and disability leave accounts will be reduced to zero.

**3.8 Pool Nurse.** A Pool nurse is a nurse who is retained on a register to work on a temporary or an augmented basis when additional nursing needs arise. Pool nurses do not accrue benefits nor do they accrue seniority (except provided in Section 8.2). In lieu of benefits, including PTO, disability leave, insurance and retirement, but excluding shift differential, weekend premium, and certification, Pool nurses shall receive a fifteen percent (15%) premium above their regular rate of pay. If a Regular Nurse changes to Pool status and later returns to Regular Nurse status, the nurse's seniority and previously accrued benefits shall be restored so that the nurse neither loses nor gains seniority by virtue of having changed to Pool status.

**3.8.1 Pool Commitment.** A Pool nurse must make her/himself available for work at least one eight (8) hour shift per pay period and either one weekend per month or all night shifts. Pool nurses must also be available to work at least one holiday per year.

**3.8.2 Recurring Assignments.** If a Pool nurse (not necessarily the same person) occupies a position on the schedule of two (2) or more shifts per week for three (3) consecutive months, such position must be posted in accordance with the job posting provisions of this Agreement. This does not apply if the nurse is replacing a nurse scheduled to return. (i.e. due to vacations, Leaves of absence, sick/disability leaves, etc.)

**3.8.3 Step Increases.** Pool nurses shall accrue yearly step increases after working at least one calendar year.

**3.8.4 Protection of Benefits.** If a Regular Nurse changes to Pool status, the nurse's accrued PTO shall be cashed out as if the nurse had resigned. If the nurse later returns to Regular Nurse status, within one (1) year, the nurse's previously accrued Disability benefits shall be restored.

**3.9 Regular Rate of Pay.** A nurse's regular rate of pay shall include any premium pays the nurse regularly receives when working his/her regularly scheduled shifts.

**3.10 Charge Nurse.** A Staff Nurse who is assigned leadership responsibilities as to other Staff Nurses in addition to providing nursing care services.

## **ARTICLE 4 – ASSOCIATION MEMBERSHIP**

**4.1 Membership.** All nurses covered by this Agreement must become members of the Association except as provided in part 4.2.

**4.1.1 Membership In Good Standing.** Membership in good standing with the Association means the regular payment of applicable Association dues.

**4.1.2 Current Members.** Nurses who are members of the Association in good standing, on the date this Agreement is executed, shall remain members in good standing.

**4.1.3 Current Non-Members.** Except as provided in part 4.2, Bargaining Unit nurses who are not members of the Association on the date this Agreement is executed shall, on or after the thirtieth (30<sup>th</sup>) day following the date this Agreement is executed, become and remain members in good standing in the Association. It is the responsibility of the Association to notify the Hospital, in writing, if a nurse has failed to join the Association and is subject to discharge.

**4.1.4 New Hires.** Except as provided in part 4.2, all nurses covered by this Agreement and hired by the Hospital on or after the date the Agreement is executed shall, on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing of the Association.

**4.1.5 Notice of Discharge.** Any nurse required to become a member of the Association who fails to become a member within the time frames provided herein shall be discharged by the Hospital and such discharge shall be deemed for good cause. It is the responsibility of the Association to notify the Hospital, in writing, if a nurse has failed to join the Association and is subject to discharge.

**4.2 Exemption.** Should any nurse be opposed to joining the Association due to bona fide tenets or teachings of a church or body of which such nurse is a member, or for personal reasons, the nurse shall, within the time frames set forth for becoming a member of the Association, pay an amount of money equivalent to regular Association dues to a charitable organization mutually agreed upon between the nurse and the Association. The nurse shall furnish the Association written proof that such payment has been made. If the nurse and the Association cannot mutually agree upon an acceptable charitable organization, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

**4.3 Dues Deductions.** The Hospital shall, upon receipt of a signed authorization from the nurse, deduct Association dues from each nurse's wages. The Hospital shall submit the dues to the address and name provided by the Association within seven (7) business days from the date on which such deduction has been made.

**4.4 Hold Harmless.** The Association agrees to defend, indemnify, and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of the Hospital's discharge of a nurse in accordance with the provisions of this Article.

**4.5 Contract Distribution.** The Hospital shall provide thirty (30) minutes during the orientation of new bargaining unit employees for the Local Unit Chairperson or designee to meet with the new employees to distribute a copy of this Agreement and to answer any questions regarding the Association.

## **ARTICLE 5 – ASSOCIATION ACTIVITIES/MANAGEMENT RELATIONS**

**5.1 Limitation on Conduct of Association Activities.** It is not the intention of the Hospital to provide time during working hours for the conduct of Association business; however, it is acknowledged that certain Association activities, by their nature, must be done during working

hours. Whenever possible, the Local Unit Nurse Representative(s) shall endeavor to conduct association business, including the processing of grievances, during non-work hours such as during meal periods and breaks.

**5.2 Negotiations.** The Hospital will not compensate Staff Nurses for any time spent attending negotiation meetings between the Hospital and the Association. The Hospital, with appropriate advance notice, shall allow Staff Nurses to trade shifts and otherwise modify schedules to attend negotiations so long as the trade or modification does not result in the need to pay overtime compensation.

**5.3 Conference/Nurse Practice Committee.** Two (2) representatives of the Local Unit and two (2) representatives of the Hospital shall constitute the Conference/Nurse Practice Committee (“Conference Committee”). The Conference Committee shall meet as needed, but at least four (4) times per year, to discuss matters relating to issues that may arise over application or interpretation of this Agreement and to consider suggestions for improvements to quality patient care or other matters of mutual concern. The purpose of this committee is to foster improved communications between management and Bargaining Unit nurses and to assist with personnel and other problems. This Committee shall not negotiate matters subject to collective bargaining. Either party may request a committee meeting.

**5.3.1 Paid Time.** Nurses on the Conference Committee shall be paid at their regular rate of pay for time spent in Conference Committee meetings, up to two (2) hours per month.

**5.3.2 Non-Committee Members.** Additional persons may be invited to participate in Conference Committee meetings to provide relevant information, but not to act as an advocate(s) for either the Association or the Hospital.

**5.3.3 Agendas.** Members of the Conference Committee who wish to have an item discussed in a Conference Committee meeting shall place the item on a meeting agenda and submit it to the other Conference Committee members in advance of each meeting.

**5.4 Bulletin Boards.** The Hospital shall provide space in the nurses’/staff lounge for a bulletin board which shall be purchased by the Local Unit. The bulletin board shall be used only for Association communications. If the Hospital has any concerns regarding any posted material, it shall notify the Local Unit Chairperson.

**5.5 Rosters.**

Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an email, the Hospital shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee’s name, address, employee identification number, last four digits of the social security number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired).

On the fifteenth of each month, the Hospital shall provide the Association with a list of all employees covered by this Agreement who were hired and/or terminated during the previous month. The Hospital shall also provide the Association with a list of all employees who

transferred from non-bargaining unit positions into positions covered by the Agreement or transferred from bargaining unit positions to non-bargaining unit positions during the previous month. These lists shall contain each employee's name, address, employee identification number, last four digits of the social security number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired).

## **ARTICLE 6 – MANAGEMENT RIGHTS**

The Association recognizes that the Employer, in accordance with applicable state laws, has the obligation of providing the community with quality patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, transfer, float, promote, maintain discipline order and efficiency of its employees; to discipline demote or discharge nurses for just cause, including the right to discharge any nurse deemed to be incompetent based upon reasonably related, established job criteria and exercised in good faith; and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail, or subcontract its operations, including the right to utilize the services of registry/agency personnel. The Association recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 7 – HOURS OF WORK, OVERTIME, AND PREMIUM PAYS**

**7.1 Workday.** A standard work day shall consist of twelve (12) hours work to be completed within twelve and one-half (12½) consecutive hours, respectively, with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. If the nurse is not offered to be relieved of duties or may not leave the unit for the meal period, this shall be paid time. However, a nurse who refuses an offer for relief shall not be entitled to additional compensation. Nurses working twelve (12) hour shifts shall receive three (3) fifteen (15) minute breaks spaced appropriately apart.

In the event that, during the life of this Agreement, the Employer determines that it wishes to implement other than twelve (12) hour work schedules, it shall meet and negotiate the issue with the Association prior to implementation.

**7.2 Work Period.** The full-time work period shall consist of thirty-six (36) hours within a seven (7) day period. However, overtime shall not be due except as provided in Article 7.3.

**7.2.1 Additional Hours.** Nurses regularly scheduled to work three (3) twelve (12) hour shifts per week may submit a written request to their Nurse Supervisor to pick up extra hours sufficient to make up a forty (40) hour work week. Such written request shall specify the shifts the nurse is willing to work and whether the nurse wishes to be scheduled for extra hours or merely to pick up posted hours. Every reasonable effort will be made to give nurses making such requests the option of picking up any available hours before any Pool nurses are scheduled for available hours, provided it does not generate overtime or other premium pay rates.

**7.2.2 Use of PTO.** Nurses regularly scheduled to work three (3) twelve (12) hour shifts per week may utilize accrued PTO so that they will receive pay for forty (40) hours work. This is not cumulative and is not retroactive.

**7.2.3 Beginning of Work Period.** All work periods shall begin and end at 0545 a.m. on Sunday. A shift shall be deemed to start on the calendar day on which a majority of the regular scheduled hours fall.

**7.2.4 Innovative Work Periods or Schedules.** Individual innovative work periods or schedules (other than twelve (12) hour schedules) may be established when mutually agreeable to the Hospital and the nurse concerned, provided written notice is given to the Local Unit Chairperson and such work periods or schedules do not modify any other terms of this Agreement other than the nurse's work period or schedule.

**7.3 Overtime.** Nurses will be paid overtime at the rate of one and one-half times their regular hourly rate of pay for all hours worked beyond 40 hours in any work week. For nurses regularly scheduled to work on a schedule of 12 hours per day, all time worked in excess of the nurse's regular 12-hour shift in a day shall be considered overtime.

**7.3.1 Overtime - Other than Twelve Hour Shifts.** For nurses regularly scheduled to work other than a twelve (12) hour shift, all time worked in excess of the nurse's regular shift and all time worked in excess of forty (40) hours in a seven day period shall be considered overtime.

**7.3.2 Overtime to be Properly Authorized.** All overtime must be properly authorized verbally or in writing by nurse's supervisor or designee.

**7.4 Overtime Compensation.** All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay.

When a nurse works sixteen (16) hours or more, all hours beyond sixteen (16) consecutive hours worked shall be paid at double time (2x), for actual hours worked providing patient care.

**7.4.1** For purposes of this Article, "hours worked" shall mean hours actually worked and shall not include PTO, standby time, or any other non-work time, including but not limited to meal and sleep time, as stated in and to the extent permitted by the Fair Labor

Standards Act and the Washington State Minimum Wage and Hour Act, as currently enacted or hereafter amended.

**7.4.2** All overtime shall be calculated and compensated for in fifteen (15) minute increments.

**7.5 Work Schedules.** The Hospital shall determine and post monthly work schedules fifteen (15) days preceding the expiration of the current schedule. Posted schedules may be amended by mutual agreement. Any request for special scheduling shall be submitted to the Director of Nursing fourteen (14) days prior to the issuance of the monthly schedule unless mutually agreed otherwise. The Director of Nursing or designee will discuss changes in the nurse's routine schedule with the nurse before making the change.

**7.6 Shift Rotation.** There shall be no regular rotation of shifts except where mutually agreeable to the Hospital and the nurse(s). In the event the nurse(s) agreeing to rotate leaves the position(s), the position(s) will revert back to its/their former status. In emergency situations (unpredictable influx of patients or staffing shortage, e.g.) nurses may be required to rotate shifts. If such rotation is necessary, volunteers will be sought first. If there are insufficient volunteers, assignments will be made on a seniority basis.

**7.7 Time Sheet.** Nurses shall accurately complete a time sheet on a department basis, at the beginning and end of each shift. Time sheets shall be signed by the nurse prior to submission at the end of each pay period.

**7.8 Meal and Rest Breaks.**

**7.8.1 Meal Breaks.** Nurses are to receive a 30 minute meal break per shift.

**7.8.1.1** If a nurse is allowed to leave the Hospital premises and is not requested by the Hospital to carry a pager, the nurse will not be paid for the 30 minute meal break as it is on his/her free time.

**7.8.1.2** If a nurse is allowed to leave the Hospital premises and is requested by the Hospital to carry a pager, the nurse will be paid the on call premium listed in section 7.10 of this Agreement.

**7.8.1.3** If the nurse, who is carrying the pager, is called back to the Hospital, the nurse will be paid time and one-half (1½ X) the regular rate of pay for the one-half hour meal period, but will not continue to receive the on-call rate referred to in 7.8.1.2 above.

**7.8.1.4** If a nurse is directed to remain on Hospital premises, it is anticipated the nurse will be working through the meal period. In this event, the nurse will be paid time and one-half times (1½ X) the regular rate of pay for the one-half hour meal period.

## **7.8.2 Rest Breaks.**

**7.8.2.1** All 12-hour nurses are to receive three (3) fifteen (15) minute rest breaks spaced appropriately apart.

**7.8.2.2** In the event nurses are scheduled to work eight (8) hour shifts, the nurses so scheduled will receive two (2) fifteen (15) minute rest breaks spaced appropriately apart.

**7.8.2.3** Nurses agree to remain flexible when taking their rest breaks. If nurses are unable to take their rest breaks due to their work load, missed rest breaks will be paid at the rate of one and one-half times (1½ X) the regular rate of pay.

**7.8.3 Pharmacy Key.** If a nurse is required to be responsible for the pharmacy key during the nurse's one-half hour meal period, the nurse will be paid time and one-half times (1½ X) the regular rate of pay. If the nurse is required to use the pharmacy during the nurse's rest break, the nurse will be paid one and one-half times (1½ X) the regular rate of pay for the rest break.

## **7.8.4 Charge Nurse.**

**7.8.4.1** The Charge Nurse on each shift will be responsible for directing and authorizing meal and rest breaks.

**7.8.4.2** The Charge Nurse will be responsible for documenting missed meal periods and rest breaks for the staff nurses on the shift during which he/she is working as Charge Nurse. The Hospital will provide guidance to the Charge Nurse on the criteria for authorizing missed meal periods and rest breaks and/or on-call pay for pager time. The Hospital will support the Charge Nurse's decision as long as the Charge Nurse follows the established guidelines.

**7.9 Rest Between Shifts.** Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. A nurse who does not receive at least ten (10) hours rest between shifts shall be compensated at the rate of time and one-half (1½) the nurse's regular rate of pay throughout the shift worked without the required rest. This section shall not apply to continuing education, committee meetings, non-mandatory staff meetings or to time spent on standby.

**7.9.1 Twelve Hour Nurses.** For nurses working twelve (12) hour schedules, the required rest between shifts shall be ten (10) hours between the end of a twelve (12) hour shift and the beginning of the next shift.

**7.10 Standby/On Call.** Upon execution of this Agreement, nurses who are on call/standby shall be paid three dollars and fifty cents (\$3.50) per hour on call pay for all such hours. If a nurse is called in to work while on call/standby, the nurse shall be guaranteed a minimum of

three (3) hours at time and one-half (1 ½) the nurse's regular rate of pay. Standby will be by mutual consent.

**7.10.1 Staffing.** The Hospital will staff personnel at all times. On-duty personnel must be two (2) patient care personnel. If two (2) patient care personnel are not staffed then Article 7.10.2 will be in effect.

**7.10.2 In-House Standby.** In-House Standby may be used to assure appropriate staffing. Nurses will be paid ten dollars (\$10.00) per hour for In-House Standby. If the nurse should be needed to work more than fifteen (15) minutes she/he will be paid at time and one-half (12) his/her regular rate of pay for hours worked.

**7.10.3 Overtime Computation.** Standby/On Call duty (time not worked) shall not be counted as hours worked for purposes of computing overtime, eligibility for service increments or employee benefits.

**7.11 Low Census.** Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of three (3) hours report pay at the straight time rate. The Hospital shall provide notice at least two (2) hours prior to a scheduled shift of low census time off. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Hospital based upon relevant criteria, low census hours will be assigned in the following order:

1. Volunteers;
2. Traveling Nurses;
3. Pool Nurses;
4. Part-time and Full-time nurses rotated within the shift in which low census occurs, based upon low census hours previously taken, commencing with the least senior nurse. Nurses shall not "bump" into the shifts of nurses on another shift (except as provided in Section 7.12) to make up for mandatory low census hours.

**7.11.1 Volunteers.** A nurse who volunteers for low census shall have those hours counted for purposes of determining the low census rotation.

**7.11.2 Low Census Cap.** A nurse may not be required to take more than forty-eight (48) hours of mandatory low census in a six (6) month period (Jan.-June and July-December).

**7.12 Priority for Full and Part-time Nurses.** The Hospital will make every effort to replace all Pool nurses scheduled for a full shift with a full-time or part-time nurse who has been put on low census status provided that:

- Work is not available on the same day and same shift on other units to which the nurse is oriented;
- The nurse did not volunteer for the low census day;

- The nurse makes it known to the Hospital, in writing, that she/he wants to have more work to replace low census days;
- The replacement days occur in the same pay period that the nurse is incurring low census;
- The full-time or part-time nurse is available and skill, ability, experience, competence or qualifications are not an overriding factor(s) as determined by the Hospital based upon relevant criteria;
- The full-time or part-time nurse agrees to waive rest between shift premium pay, if applicable;
- Replacement does not generate overtime;
- Replacement is based upon the nurse having lost work relative to the nurse's FTE status.

**7.13 Low Census Options.** Nurses may use Paid Time Off to cover low census hours to the extent necessary to make the nurse whole, even when placed on standby.

**7.14 Travel.** When, after receiving prior authorization, a nurse covered by this Agreement travels on behalf of the Hospital, including accompanying a hospital patient off hospital premises, the nurse shall be considered in the employ of the Hospital and provisions of this Agreement shall apply. A nurse will be paid for actual work time with a minimum of the nurse's normally scheduled hours. The Hospital shall reimburse the nurse for reasonable and necessary travel expenses incurred by the nurse under said circumstances, upon presentation of appropriate documentation based on state and Hospital guidelines.

**7.15 Consecutive Weekend Work.** All full-time and part-time nurses will be required to work their share of weekends. Weekend work will be scheduled on an equitable basis among all nurses. Full-time and part-time nurses shall not be required to work, any part, more than two (2) out of four (4) consecutive weekends. If a full-time or part-time nurse agrees, at the Hospital's request, to work on a scheduled weekend off, the nurse shall receive time and one-half (1½ x) the nurse's regular rate of pay for all time worked on the nurse's scheduled weekend off.

This section shall not apply to nurses who voluntarily agree to more frequent weekend duty or altered weekend duty. The weekend for day shift begins on Saturday starting at 0545 and ends on Sunday at 1815. The weekend for the night shift begins on Friday starting at 1745 and ends on Sunday at 0615.

**7.16 Weekend Premium.** Upon execution of this Agreement, nurses shall receive a two dollars and twenty-five cents (\$2.25) per hour premium for those hours worked on any part of a weekend as defined in Article 7.15. Effective January 1, 2009, the weekend premium shall be two dollars and fifty cents (\$2.50) per hour.

**7.17 Work on Holiday.** Nurses shall receive one and one-half (1 1/2X) times their regular rate of pay for all hours worked when a majority of the hours worked fall on any of the holidays (except the personal holiday) set forth in Article 11. Holidays shall be deemed to begin at 0001 on the eve of the holiday and shall end at 0001 on the holiday.

**7.17.1 Night Shift.** Nurses scheduled to work 1745 - 0615 shall be considered to have worked a majority of their hours on the second half of their shift.

**7.18 Charge Nurse Premium.** Upon execution of this Agreement, nurses who are assigned to act as Charge Nurse during any shift shall be paid a one dollar and fifty cents (\$1.50) per hour premium for all hours of the shift on which the nurse was assigned such duties.

**7.19 Shift Differential.** Upon execution of this Agreement, nurses working third (night) shift shall receive a two dollars and seventy-five cents (\$2.75) per hour shift differential for all hours worked where a majority of the hours worked by the nurse fall between 1745 and 0615 hours.

**7.20 Certification Premium.** Nurses who possess certification, by a recognized national organization and appropriate to their position, above that which is required for their position and which is relevant to the nurse's area of practice shall receive a premium of fifty cents (\$.50) per hour as part of their regular rate of pay.

**7.21 No Pyramiding.** There shall be no pyramiding of overtime pay or other premium wages under this Agreement. Nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

## ARTICLE 8 – EMPLOYMENT PRACTICES

**8.1 Filling Vacancies.** When a job opening for a Regular Nurse occurs within the Bargaining Unit, the position shall be posted in house and outside for not less than seven (7) consecutive days. Among the nurses who bid on the position prior to the closing date, seniority shall be the determining factor in filling such vacancy providing skill, competency and ability are not an overriding factors based upon objective criteria. In no event will a nurse be held back from a transfer to a new position for more than sixty (60) days, unless an extension is made by mutual agreement. A temporary position (one which the Director of Nursing expects to exist less than ninety (90) days) need not to be posted.

**8.2 Seniority.** Seniority shall be defined as the total length of service within the Hospital as a Regular Nurse from the nurse's most recent date of hire as a Regular Nurse (full- or part-time registered nurse or general nurse) within the Bargaining Unit. Provided, however, that if a nurse quits and returns to regular employment with the Hospital within twelve (12) months, or converts to Pool status, he/she shall have all previously accrued seniority bridged so that the nurse neither accrues seniority during his/her absence nor loses previously accrued seniority. Between pool nurses, nurses who have been employed for a longer period of time shall be considered to have more seniority than pool nurses with shorter periods of employment. If a pool nurse attained regular status on the same date as a nurse hired from outside the Hospital, the pool nurse will be considered having greater seniority.

**8.2.1 Effect of Leaves of Absence.** For the purpose of computing seniority, and except for leaves of absence granted during a nurse's probationary period, all authorized leaves shall be considered time worked to a maximum of three (3) months. Thereafter, a nurse's seniority will be adjusted to deduct times spent on leave in excess of three (3) months.

**8.2.2 Loss of Seniority.** A nurses' earned seniority shall be lost for any of the following reasons:

- (a) Discharge of the nurse for cause;
- (b) Resignation of the nurse for a period greater than twelve (12) months;
- (c) Layoff of a nurse for longer than twelve (12) months or failure to return from layoff upon proper recall;
- (d) Failure of the nurse to timely return from an approved leave of absence.

**8.3 Layoff.** The following definitions and procedures shall govern during any layoff of Bargaining Unit nurses.

**8.3.1 Definitions.** As used in this Section, the following terms shall have the following meanings:

**8.3.1.1 "Layoff"** shall mean any mandatory full or partial reduction in a nurse's hours for an indefinite period of time.

**8.3.1.2 "Qualified"** means the ability to independently provide, to the satisfaction of the department manager based on job description, safe, direct patient care for the standard caseload on the unit with up to four (4) weeks of retraining.

**8.3.1.3 "Comparable Position"** For purposes of evaluating a displaced nurse's bumping options, a Comparable Position means a position with the same number of paid hours (FTE).

**8.3.1.4 "Displaced Nurse"** is a nurse who's position has been eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

**8.3.2 Layoff Procedure.** In the event the Hospital determines a layoff to be necessary, the following procedures shall be followed:

**8.3.3 Notification.** The Hospital will give at least fourteen (14) calendar days advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Hospital shall continue to meet at reasonable intervals until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

**8.3.3.1 Hospital Closure.** If the Hospital is compelled, by an unforeseeable condition, such as a natural disaster, to close all or part of the Hospital indefinitely, the fourteen (14) day notice period may not be required for the layoff of nurses directly due to and for the period of the closure.

**8.3.4 Identification of Affected Positions.** The Hospital shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on a unit and shift identified for reduction shall be eliminated until the requisite FTE reduction has been accomplished.

**8.3.5 Bumping Rights.** Every reasonable effort will be made to allow a Displaced Nurse to maintain, but not increase his/her FTE. Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:

1) **General.** Displaced nurses may bump into the comparable position of the least senior nurse for which the nurse is qualified. If the least senior nurse's position has a lesser FTE than that of the Displaced nurse, the Displaced nurse may bypass that position and bump into the position of the least senior nurse with a comparable position.

2) **Greater FTE.** If the least senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to bump into only that portion of the least senior nurse's position required to allow the Displaced Nurse to retain a Comparable Position, unless in doing so, the nurse would be taking only a portion of a shift, in which event, the Displaced Nurse may be required to take either a full shift or give up the portion of a shift. The nurse may not, however, exceed a full-time position.

3) **Bumped Nurse's Rights.** If a nurse has been bumped who is not the least senior nurse in the Hospital, he/she may bump into the position of the least senior nurse, if qualified.

**8.3.6 Seniority Roster.** The Hospital shall provide a seniority list of all Bargaining Unit nurses. This list will identify every nurse's seniority, unit, shift and FTE.

**8.3.7 Nurses May Choose Layoff.** Any nurse may choose to be laid off rather than exercise his/her seniority rights to bump into the position of a less senior nurse without affecting the nurse's recall rights.

**8.3.8 Disputes Regarding Qualifications.** A Nurse who is not allowed to bump into a position during a layoff or is not recalled to an open position on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Appeals Board within two-weeks following being laid off or not being recalled.

The Appeals Board shall consist of the following members: The Director of Nursing and one other representative from the Hospital and two (2) officers of the Bargaining Unit. The members shall meet with an impartial third party present. This third-party shall be a

mutually agreeable party. All five (5) members involved will vote by secret ballot, no abstentions. The decision of the Appeals Board shall be binding on all parties (the nurse(s), WSNA and the Hospital), without recourse to the grievance procedure. All costs involved with using a third party as a member of the appeal board, if any, shall be equally shared by the parties.

**8.3.9 Use of Laid Off Nurses.** Nurses on layoff who are qualified may transfer to Pool status without affecting the nurse's recall rights. Such nurses shall notify the Hospital of a desire to pick up extra shifts and shall be given the first opportunity to work additional shifts as needed before such shifts are offered to Pool nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

**8.3.9.1 Request to Work Additional Shifts.** Full-time or part-time nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to perform the work normally performed by a Pool nurse.

**8.4 Recall.** In the event of a layoff, the names of Displaced Nurses and laid-off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff.

**8.4.1 Notice of Recall.** When an opening occurs, notice of the opening shall be sent to the most senior nurse on the reinstatement roster in writing. The most senior nurse will be given the first opportunity to accept reinstatement.

**8.4.2 Two-Weeks Report Time.** A recalled Staff Nurse will be allowed up to two (2) work days to determine whether to accept recall and up to two (2) weeks from the date of notification to report for work.

**8.4.3 Recall to a Comparable Position.** A nurse may accept or reject a position offered in recall which is different from the position held by the nurse prior to layoff without loss of recall rights under this Agreement. If a nurse rejects a position in the same unit, on the same shift the nurse will lose his/her recall rights.

**8.4.4 Restoration of Seniority and Benefits.** Upon recall, a nurse shall have all previously accrued and unused benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

**8.4.5 Leave of Absence.** A nurse unable to respond to a notice of recall due to a reason justifying a leave of absence shall be recalled and simultaneously transferred to appropriate leave of absence status. The position may be temporarily filled as with other leaves of absence.

**8.4.6 Displaced Nurses.** Displaced Nurses shall not be considered on layoff but will be eligible for recall rights.

**8.5 Discipline and Discharge for Just Cause.** Any nurse who has completed his or her probationary period and who is otherwise covered by this agreement may be discharged, or be

subject to any other disciplinary action for just cause only. Discipline shall be progressive, except for serious misconduct. Progressive discipline is defined as verbal warning, written warning, suspension and/or discharge. The Hospital shall take reasonable measures to document a Nurse's conduct which may result in discipline but shall keep such documentation confidential. Upon request, all Registered Nurses shall be entitled to have the Local Unit Chairperson or designee present during a disciplinary meeting and/or an investigatory interview which the nurse believes may result in discipline. The Hospital will inform the nurse of the purpose of such meeting and will give the nurse a reasonable opportunity to arrange for a representative to be present in person or by phone. The Hospital will notify the Association if it discharges a Nurse.

## ARTICLE 9 – WAGES

**9.1 Wage Scale.** The rates of pay for Employees covered by this Agreement are set forth in Appendix "A," which by this reference is incorporated as if fully set forth herein.

Effective January 1, 2008, the Hospital will increase the 2007 wage scale by 9.5%. Effective January 1, 2009, the Hospital will increase the entire wage schedule by 4%. Effective January 1, 2010, the Hospital will increase the entire wage schedule by 4%.

### **9.2 Recognition for Previous Experience for New Hires.**

**9.2.1** The Hospital will give newly hired nurses full credit for previous recent experience in an acute care facility, up to placing a nurse at step 10. If a newly hired nurse does not have recent acute care facility experience, then the Hospital will give newly hired nurses up to ½ credit for recent previous experience in a long-term care or equivalent facility, up to placing a nurse at step 10. For example, a nurse with 10 years experience in a long-term care or equivalent facility may be placed as high as step 5; a nurse with 20 years experience in a long-term care or equivalent facility may be placed as high as step 10.

**9.2.2** For purposes of paragraph 9.2.1 above, previous experience is defined as recent experience as a registered nurse in an accredited hospital or skilled nursing facility (including temporary employment with an employer) without a break in nursing experience within the last two (2) years.

**9.2.3 Recognition for Previous Experience for Currently Employed Nurses.** The Hospital will review the personnel files of all nurses currently working at the Hospital and move them to the appropriate step pursuant to Section 9.2.

**9.3 Movement Through Steps.** Nurses shall move to the next step, as appropriate, on the first pay period following the nurse's anniversary date. For example, the nurse will move to Step 1 following completion of one (1) year of service. The nurse will move to Step 12 following completion of twelve (12) years of service.

**9.4 Cross-Training Premium.** Full-time nurses, who are employed by the Hospital and who fulfill the criteria below, will receive a lump sum cross-training premium of five hundred dollars

(\$500) on the last pay period of each year. The premium may be prorated for part-time nurses. Temporary and pool nurses are not eligible for this cross-training premium.

The criteria for the cross-training premium will apply if the nurse has taken:

1. Total care of twenty (20) emergency room (ER) patients during the calendar year; and
2. Total care of twenty (20) acute care/swing (AC) patients during the calendar year; and
3. Has a current ACLS certification and a TNCC certification.

Total care of a patient in acute care shall mean being assigned and caring for a patient(s) in the ACU for an entire shift. It does not mean helping the assigned ACU Registered Nurse with patient care.

Total care of a patient in the ER shall mean caring for a patient in the ER from triage through discharge.

## **ARTICLE 10 – MEDICAL, DENTAL & LIFE INSURANCE**

**10.1 Insurance Information.** The current insurance plans offered, and maintained by the Hospital, as well as any professional liability insurance shall be listed and identified in an insurance plan summary that shall be prepared by the Hospital on an annual basis and made available to all nurses.

**10.2 Payment of Premiums.** The Hospital agrees to pay a health and dental insurance premium for each nurse each month the nurse is regularly scheduled to work thirty-six (36) hours per week as follows:

**10.2.1 Nurses Scheduled to Work at Least 36 Hours Per Week.** The Hospital will pay one hundred percent (100%) of the health and dental insurance premium of the medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least thirty-six (36) hours per week.

**10.2.2 Nurses Scheduled to Work 32 to 35 Hours Per Week.** The Hospital will pay seventy-five percent (75%) of the health and dental insurance premium of the medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least thirty-two (32) to thirty-five (35) hours per week.

**10.2.3 Nurses Scheduled to Work 20 to 31 Hours Per Week.** The Hospital will pay fifty percent (50%) of the health and dental insurance premium of the medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least twenty (20) to thirty-one (31) hours per week.

**10.2.4 Commencement of Coverage.** Eligible nurses shall be covered on the first day of the month immediately following successful completion of the Probation Period.

**10.2.5 Dependents.** Nurses may add dependents to their health plan coverage, subject to plan eligibility requirements, at their own cost.

**10.2.6 Medical Bills.** All full-time nurses and their dependents may have a portion of their medical bills written off in accordance with the criteria set forth in Cascade Medical Center's Personnel Guidelines, as currently enacted or hereafter amended.

**10.2.7 Termination of Coverage.** Health insurance coverage shall terminate on the last day of the calendar month in which the nurse's active employment with the Hospital terminates. Nothing herein shall be construed to impair a nurse's COBRA rights.

**10.3 Changes in Coverage.** In the event the Hospital or carrier propose to cancel or materially change any existing program benefits during the term of this Agreement:

**10.3.1 Alternative Carriers.** The Hospital will use its best efforts to secure another carrier to provide the same, or as similar as possible, level of benefits to the employees; and

**10.3.2 Pending Changes.** The Hospital expressly agrees to advise the Association of the pending change in benefits and meet for the purpose of negotiating the effects of any such proposed benefit changes in bargaining unit member coverage. The language of this provision shall not be construed as a waiver, by either party, of the right to negotiate over any change in insurance plan benefits.

**10.4 Health Tests.** In accordance with Washington State Health Department regulations, at the time of employment, the Hospital shall arrange for Staff Nurses to take a tuberculosis, rubella and rubeola screening test at no cost to the Staff Nurse. In the event of a positive TB test, the Hospital will arrange for a chest x-ray, at no cost to the Staff Nurse. Hospital Administration may also require a physical examination and certain laboratory tests if deemed advisable for the health and safety of the Staff Nurse, other Hospital Staff, and patients. Hepatitis immunization is available for Staff Nurses. All personnel at risk of exposure to blood/body fluids are encouraged to complete the Heptavax series. All information referring to the Staff Nurse's health will be kept confidential and will not be a basis for discriminatory treatment of a Staff Nurse.

**10.5 Liability Insurance.** The Hospital shall provide professional liability insurance for each regular nurse with a minimum of \$1,000,000.00 liability limit.

## ARTICLE 11 – HOLIDAYS

**11.1 Holidays Defined.** Nurses shall be entitled to the following holidays, and when taken will be deducted from the nurse's PTO account:

New Years Day (Jan. 1)	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day (Dec. 25)
Independence Day (July 4)	Personal Holidays (2)

**11.2 Personal Holidays.** In addition to the seven (7) designated holidays recognized above, nurses also receive two (2) personal holidays which are included in the nurse's PTO accrual rate and may be taken as mutually agreed between the nurse and Hospital management.

**11.3 Rotation.** The Hospital will make every effort possible to rotate holiday work equitably within each unit.

## ARTICLE 12 – PAID TIME OFF

**12.1 Rates.** Regular nurses shall accrue PTO benefits according to the following schedule:

<u>Completed Years of Service</u>	<u>Paid Leave Hours</u>	<u>8 hr Shift Computer Factor</u>	<u>12 hr Shift Computer Factor</u>	<u>Vacation/ Sick Hours</u>	<u>Holiday Hours</u>
1-3 yrs.	200	.09615	.10685	92	108
4-5 yrs.	240	.11540	.12820	132	108
6-7 yrs.	248	.11923	.13250	140	108
8-9 yrs.	256	.12310	.13675	148	108
10-11 yrs.	272	.13076	.14530	164	108
12-13 yrs.	288	.13846	.15384	180	108
14-15 yrs.	304	.14615	.16240	196	108
16 or more yrs.	320	.15384	.17094	212	108

**12.2 Eligibility.** Regular Nurses shall accrue PTO benefits from their date of hire but may not utilize such benefits until the nurse has successfully completed her/his Probation Period.

**12.3 Use of PTO.** All requests for PTO as time off (holidays, vacation, sick leave) must be approved by Hospital management. All time taken for PTO will be deducted from the nurse's PTO account. Nurses shall receive PTO in hourly increments equivalent to the number of hours the nurse is regularly scheduled to work. PTO shall be paid at the nurse's regular rate of pay. PTO will only be used upon the request of the nurse and can be taken up to a maximum of 44 hours per week or 88 hours per pay period for full-time nurses. Part-time nurses may take up to 8 hours of additional PTO per week or up to 16 hours per pay period. In no case shall a nurse be allowed to take PTO which results in a negative balance in his/her PTO account.

**12.4 Termination Benefit.** With a minimum of three (3) weeks advance notice of voluntary resignation, nurses shall be entitled to be paid all hours in the nurse's PTO account.

- Nurses are qualified for a one hundred percent (100%) termination benefit from the nurse's Paid Leave Account, after a minimum of one (1) year of continuous employment.

- Nurses having completed at least six (6) months, but less than one (1) year of continuous employment are eligible for a partial termination benefit based upon one-half (1/2 ) of the balance remaining in their Paid Leave Account.

**12.4.1 Lack of Notice.** Nurses who unreasonably fail to provide three (3) weeks notice of voluntary resignation or are discharged for gross misconduct are not entitled to PTO cash out.

**12.5 PTO Cash Out Incentive.** During the 26th pay period of the calendar year, Regular Full-Time Nurses, and Regular Part-Time Nurses on a pro rata basis, who have less than forty (40) hours of unplanned absences paid from the Paid Leave Account during the year and have completed twelve (12) months of employment will be eligible to receive cash payment for hours remaining in the Paid Leave Account according to the following schedule:

<u>Paid Leave Take for Unplanned Absences</u>	<u>Hours to be Cashed Out</u>
0 - 7 ¾	40
8 - 15 ¾	32
16 - 23 ¾	24
24 - 31 ¾	16
32 - 39 ¾	8
40 or more	0

**12.6 Maximum Accumulation.** At the end of the first pay period in January, all accumulated hours from previous years in the Paid Leave Account in excess of three hundred twenty (320) hours will be transferred to the nurse’s Disability Account, unless the nurse’s request submitted according to policy and procedure for time off and has been denied, in which event the nurse shall be allowed to carry over hours the nurse would have used had his/her request(s) been approved. Requests for PTO, which is approved contingent upon the nurse finding a replacement, shall be considered denied for purposes of this Section. All hours a nurse has elected to cash out as provided in Article 12.5 shall be deducted from the nurse’s Paid Leave Account before any hours are transferred to the Disability Account.

## **ARTICLE 13 – DISABILITY LEAVE**

**13.1 Use of Disability Leave.** The first sixteen (16) consecutive hours of paid disability (sick) leave comes out of the PTO account, the seventeenth and successive hours come out of the nurse’s Disability account. Disability leave may be used for any of the following:

**13.1.1 Employee Illness.** An illness that incapacitates the employee from performing normal duties. The Hospital reserves the right to require written proof of illness from a state recognized licensed or certified practitioner.

**13.1.2 Illness of Family Member.** In accordance with the Washington Family Care Act (RCW 49.12.265, *et seq.*), as currently enacted or hereafter amended, an employee shall

have access to sick leave (disability account), vacation (paid time off account) and personal holidays to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

**13.1.3 State or Federal Law.** Disability Leave may be utilized by nurses on maternity or family and medical leave as provided by state or federal law.

**13.2 Accrual.** Nurses will earn Disability Leave at the rate of .02308 hours for each regular hour in a paid status, including low census, not to exceed the nurse's scheduled hours worked per pay period.

**13.3 Workers' Compensation.** Nurses with a certified Workers' Compensation related injury/illness may elect to utilize PTO or Disability Leave to supplement the Workers' Compensation benefits. When a nurse receiving Workers' Compensation pay elects to utilize paid leave during the time the nurse is suffering from the industrial illness or injury, the Hospital will pay the difference between the Workers' Compensation and the nurse's normal salary and charge the amounts paid against the paid leave designated by the nurse. Only the amount actually paid out as paid leave will be charged against the nurse's paid leave account.

**13.4 Bereavement.** The Hospital will provide full-time and part-time nurses with paid leave (not deducted from the nurse's PTO or Disability account) for up to twenty-four (24) hours in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or "step" or "foster" relations. Additional time off may be taken from the nurse's disability account as provided by Hospital policy.

## ARTICLE 14 – UNPAID LEAVES OF ABSENCE

**14.1 Family and Medical Leave.** Nothing herein shall derogate from an eligible nurse's rights under the Federal Family and Medical Leave Act, including the right, under certain circumstances to take leave on an intermittent basis and to have the Hospital continue the nurse's health care benefits for the duration of the Family or Medical Leave, to the extent required by law.

In accordance with the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months may be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

**14.2 Maternity Disability Leave.** As provided by law, all nurses may take up to six (6) weeks of Maternity Disability Leave for a normal delivery and eight (8) weeks for a cesarean delivery for the birth of a child.

**14.3 Extended Disability Leave.** A nurse who has exhausted all of his/her sick leave, vacation leave, and any other accrued leave due to illness or other type of medical disability may

be granted up to six (6) months (including the period of any other leave taken hereunder) of unpaid Extended Disability Leave at the discretion of the Hospital.

**14.4 Personal Leave.** At the discretion of the Hospital, an employee may be granted unpaid Personal Leave for education, Peace Corps, public health service duty, personal business or as an extension of paid vacation.

**14.5 Military Leaves.** Any nurse will be allowed time off with pay for active training in the United States Armed Forces, the Reserves or the Washington National Guard, not to exceed fifteen (15) days per year.

**14.6 Jury Duty/Witness.** Nurses who are called to serve on jury duty or as subpoenaed witnesses for Hospital business may elect to be compensated by the Hospital for work time lost or keep their jury duty/witness pay. If they elect to be compensated by the Hospital, they shall assign their jury duty or witness pay to the Hospital.

**14.7 Approval of Leave.** When leave requests considered by the Hospital are denied, the Hospital shall provide the nurse with a written statement denying the leave, and stating the reasons for disapproval.

## ARTICLE 15 – GRIEVANCE PROCEDURE

### 15.1 General.

**15.1.1** The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure during which period there shall be no suspension of work or interference with the operations of Hospital.

**15.1.2** For the purpose of this Agreement, a grievance is defined as only those disputes raised by an Employee covered by this Agreement, involving the interpretation, application, or alleged violation, misinterpretation or misapplication of an express provision of this Agreement. All grievances shall be reduced to writing. The grievance shall specify the act or event grieved, date of occurrence, provision of Agreement violated and remedy sought.

**15.2 Time Limitations.** The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed to in writing.

**15.3 Access to Personnel Records.** Whenever the investigation of a grievance requires the inspection of personnel records, the Hospital shall make available to the Association representative or his/her designee such records authorized in writing by the affected nurse.

**15.4 Grievance Steps.** Grievances shall be processed in the following manner:

**15.4.1 Step 1 – Director of Nursing.** Within fifteen (15) calendar days after the occurrence, or knowledge of the occurrence, situation condition or action giving rise to the alleged grievance, the nurse may, with or without an Association representative, present his/her grievance, in writing, signed and dated, to the Director of Nursing or his/her designee. The grievance shall identify the provision(s) for the contract that allegedly have been violated, describe the relevant facts giving rise to the grievance and state the resolution requested by the nurse. The Director of Nursing or his/her designee shall, sign that he/she has received the grievance and respond to the grievance, in writing, within ten (10) days.

**15.4.2 Step 2 – Hospital Administrator.** Should the grievance not be settled in Step 1, within seven (7) days of receipt of the Director of Nursing's decision, the nurse and his/her Local Unit Representative may move the grievance to Step 2. Within ten (10) days from receipt of the nurse's notice moving the grievance to Step 2, the Hospital's Administrator or his/her designee shall meet with the nurse and the Association Representative to review the grievance. The Hospital's Administrator or his/her designee shall, within ten (10) days of the conclusion of his/her meetings with the nurse and Association Representative, reply in writing giving his/her answer to the nurse with a copy to the Association.

**15.4.3 Step 3 – Arbitration.** In the event no agreement is reached through the grievance process, either party may request arbitration in accordance with the procedure outlined below, in writing, within thirty (30) calendar days of receipt of the Step 2 response; provided that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 or Step 2 of the grievance procedure.

**15.4.3.1 Mutual Agreement.** The parties may attempt to select an impartial arbitrator by mutual agreement; or

**15.4.3.2 FMCS.** If the parties cannot accomplish selection, as described above, within fourteen (14) working days, then the Federal Mediation and Conciliation Service will be asked to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the Hospital and the Association shall have the right to strike three (3) names from the panel of names submitted. The party requesting arbitration shall strike the first name, the other party shall strike the second name, continuing in this fashion until one name remains. The remaining person shall be the arbitrator.

**15.4.3.3 Arbitrator's Role.** The Arbitrator shall have the right to determine the rules and procedure of the conduct of the hearing; PROVIDED, however, that the function of the arbitrator to hear the matter in dispute between the parties shall be limited to determining if the Hospital or Association has violated or failed to follow any of the provisions of this Agreement between the

parties. The Arbitrator shall have no power to destroy, change, add to or delete from the terms of this Agreement, nor to award punitive damages or attorney's fees.

**15.4.3.4 Expenses of Arbitration.** Any decision by the Arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative and neither party shall be responsible for the expense of witnesses called by the other party. All other expenses incidental to the arbitration shall be shared equally between the parties.

**15.5 Group Grievance.** Any common grievance involving two (2) or more nurses which has the same factual basis may be submitted at the Step 2 level, provided that the grievance is submitted within fifteen (15) days of the occurrence, or knowledge of the occurrence, situation condition or action giving rise to the alleged grievance.

**15.6 Forwarding Grievance.** Time lines for moving a grievance to the next step shall not run until receipt of the Hospital's response at the previous step. However, where the parties have not mutually agreed to extend the time lines set forth herein and the Hospital has failed to provide a timely response, the Association may move any grievance to the next step upon expiration of the time line under which the Hospital was to have provided a written response. Failure on the part of the nurse to timely advance a grievance shall be deemed a withdrawal of the grievance.

**15.7 Mediation.** The parties may agree to use mediation in an attempt to resolve a grievance. Both parties must mutually agree to use mediation and neither party may require that a grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of arbitration.

## ARTICLE 16– PROFESSIONAL ENHANCEMENT

**16.1 Education Leave.** After one (1) calendar year of continuous employment, Regular Full-Time, and Regular Part-Time Nurses on a pro rata basis, shall be eligible for up to twenty-four (24) hours of paid education leave to attend an educational offering approved by the Hospital. The Hospital may require the nurse to provide an in-service following the nurse's return from the professional offering. The Hospital shall pay the nurse, with proper documentation, within one (1) pay period following attendance, at the appropriate rate of pay for attending mandatory in-services or other educational offerings.

The Hospital will pay fees and expenses (if any) for mandatory in-services or other mandatory education in accordance with the Hospital's expense reimbursement policy contained in Cascade Medical Center's Personnel Guidelines, as currently enacted or hereafter amended.

**16.2 Education Funds.** Subject to the Hospital meeting or exceeding budget, Regular Nurses who are eligible for Education Leave shall receive up to two hundred seventy-five dollars (\$275.00) per year, pro rated for part-time nurses. The Hospital, with proper documentation, will reimburse within one (1) pay period of attending the class, the tuition and/or travel expenses incurred to attend an approved educational offering.

## **ARTICLE 17– SMOKE-FREE WORKPLACE**

The Hospital is a smoke-free workplace. There shall be no smoking or use of tobacco on Hospital property, in Hospital vehicles, or on land or in buildings owned/leased by the Hospital. Nurses must not smoke within 25 feet of any entrance, door, window or ventilation intakes to Hospital buildings, even if doing so places the nurse off Hospital property. Employees must follow this policy on breaks and meal periods, and are not allowed to smoke at any other times.

## **ARTICLE 18 – NON-DISCRIMINATION**

The Hospital and the Association agree that they will not unlawfully discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation, military status or status as an honorably discharged veteran, citizenship status, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Hospital.

## **ARTICLE 19 – SAVINGS CLAUSE**

Nothing in this Agreement shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, or public regulation, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

## **ARTICLE 20 – ENTIRE AGREEMENT**

**20.1 Modifications to be in Writing.** The Agreement expressed herein constitutes the entire Agreement between the parties, and no agreement, whether oral or in writing, nor any representation heretofore or hereafter made by either party to this Agreement, shall add to, delete from, or supersede any of its provisions, unless made in writing and executed by the parties hereto as a supplement to this Agreement.

**20.2 Exclusivity of Agreement.** The employment relationship between the Hospital and bargaining unit employees is governed exclusively by this Agreement.

## **ARTICLE 21 – STRIKES AND LOCKOUTS**

**21.1 Lockouts.** No lockouts of nurses shall be instituted by the Hospital during the term of this Agreement.

**21.2 Strikes.** No nurse shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause or condone any strikes, slowdown or other interference with the normal operation of the Hospital during the term of this Agreement.

**ARTICLE 22 – TERM OF AGREEMENT**

This Agreement shall become effective on the date of execution by both parties and shall remain in full force and effect until December 31, 2010 unless extended in writing by both parties by mutual agreement prior to the expiration date.

EXECUTED by the parties this 5<sup>th</sup> day of March, 2008.

WASHINGTON STATE  
NURSES ASSOCIATION

CHELAN COUNTY PUBLIC  
HOSPITAL DISTRICT NO.1  
d/b/a  
CASCADE MEDICAL CENTER

Linda Machia  
Linda Machia, General Counsel, WSNA

Douglas V. Williams  
Doug Williams, Administrator

Carmen S. Garrison  
Carmen Garrison, WSNA Nurse Representative

Gordon Briody / CNA  
Gordon Briody, RN, Local Unit Chairperson

Lynn Mutschler  
Lynn Mutschler, RN

Yvonne Peters / CNA  
Yvonne Peters, RN

## Appendix A

### Wage Schedules

<b>Step</b>	<b>1-1-08</b>	<b>1-1-09</b>	<b>1-1-10</b>
	<b>9.50%</b>	<b>4.00%</b>	<b>4.00%</b>
Base	\$23.08	\$24.01	\$24.97
1	\$23.51	\$24.45	\$25.43
2	\$23.89	\$24.85	\$25.84
3	\$24.32	\$25.29	\$26.30
4	\$24.73	\$25.71	\$26.74
5	\$25.13	\$26.14	\$27.18
6	\$25.55	\$26.57	\$27.63
7	\$25.94	\$26.98	\$28.06
8	\$26.38	\$27.43	\$28.53
9	\$26.78	\$27.86	\$28.97
10	\$27.18	\$28.27	\$29.40
11	\$27.60	\$28.71	\$29.86
12	\$28.42	\$29.55	\$30.73
13	\$29.03	\$30.19	\$31.40
14	\$29.64	\$30.83	\$32.06
15	\$30.47	\$31.69	\$32.96
17	\$31.27	\$32.52	\$33.83
20	\$32.63	\$33.94	\$35.29
22	\$33.50	\$34.84	\$36.23
25	\$34.36	\$35.74	\$37.16