

Agreement Between

**Washington State Nurses
Association**

And

**GRAYS HARBOR COMMUNITY
HOSPITAL**

November 1, 2010 – October 31, 2013

GRAYS HARBOR COMMUNITY HOSPITAL
and
WASHINGTON STATE NURSES ASSOCIATION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION.....	1
ARTICLE II - NO DISCRIMINATION.....	1
ARTICLE III - MANAGEMENT RESPONSIBILITIES	2
ARTICLE IV - MEMBERSHIP	2
ARTICLE V - DEFINITIONS.....	4
ARTICLE VI - HOURS OF WORK AND OVERTIME.....	7
ARTICLE VII - RATES OF PAY	10
ARTICLE VIII - PREMIUM PAY.....	11
ARTICLE IX - VACATION	14
ARTICLE X - HOLIDAYS	15
ARTICLE XI - SICK LEAVE.....	17
ARTICLE XII - LEAVE OF ABSENCE	20
ARTICLE XIII - HEALTH PROGRAMS	25
ARTICLE XIV - EMPLOYMENT PRACTICES	28
ARTICLE XV - RETIREMENT PLAN.....	37
ARTICLE XVI - COMMITTEES	37
ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION	38
ARTICLE XVIII - UNINTERRUPTED PATIENT CARE	40
ARTICLE XIX - SEPARABILITY	40
ARTICLE XX - COMPLETE AGREEMENT.....	40
ARTICLE XXI - DURATION OF AGREEMENT.....	41
<u>APPENDIX A</u> - MEDICAL PLAN BENEFIT INFORMATION	
<u>APPENDIX B</u> - TWELVE (12) HOUR SCHEDULE CLARIFICATION	
<u>SIDE LETTER</u>	

2010 - 2013

AGREEMENT

by and between

GRAYS HARBOR COMMUNITY HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

PREAMBLE

This Agreement is made and entered into by and between Grays Harbor Community Hospital, Aberdeen, Washington, hereinafter referred to as the Employer, and registered nurses employed by Grays Harbor Community Hospital who are represented by the Washington State Nurses Association, hereinafter referred to as the Association. The purpose of this Agreement is to facilitate the mutual goal of equitable employment conditions and an orderly system of Employer/nurse relations which will facilitate joint discussions and cooperative solutions to mutual problems.

ARTICLE I - RECOGNITION

1.1 The Employer recognizes the Association as the representative for all registered general duty nurses and resident nurses employed by the above named hospital for the purpose of discussions and agreement with respect to rates of pay, hours of work, and conditions of employment as specified in this Agreement.

ARTICLE II - NO DISCRIMINATION

2.1 Except as permitted by law, the Employer and the Association agree that there be no discrimination against any nurse because of race, color, creed, national origin, religion, sex, age, veteran's status, marital status, sexual orientation, or disability, unless any one (1) of the foregoing factors constitutes a bona fide occupational qualification.

2.1.1 Any alleged violation of 2.1 which is filed with a federal, state or local agency, shall be handled exclusively through that governmental agency and not through the grievance/arbitration machinery of this Agreement.

2.2 The Employer and the Association agree that no nurse shall be discriminated against because of membership or nonmembership in the Association or legitimate activities on behalf of the Association.

ARTICLE III - MANAGEMENT RESPONSIBILITIES

3.1 This Agreement acknowledges that the Employer, through its governing body, has the trusted obligation to provide certain medical and treatment services, and related care within the community. Additionally, the Employer strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

3.1.1 In order to carry out this trusted obligation, the Employer reserves the exclusive right to exercise the customary function of management, including but not limited to the right to administer and control the premises, utilities, equipment, supplies, and work force; the right to select, hire, and assign nurses; to promote and demote; to discipline, suspend and discharge nurses for just cause; to determine work schedules, hours of work and overtime; to transfer nurses within and between departments; to formulate and modify job content, classifications and evaluations; to determine and change the size, composition and qualifications of the work force; to establish, change, modify and abolish its policies, practices, rules and regulations with notice to the bargaining unit; to determine methods and means by which the Hospital operations are to be carried on; to determine the appropriate duties of nurses in meeting the Hospital's needs and requirements. These rights shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such procedures as it, from time to time, shall determine.

ARTICLE IV - MEMBERSHIP

4.1 All nurses who on the date of ratification of this Agreement are members of the Association in good standing, and all nurses who voluntarily become members thereafter shall, as a condition of employment, maintain their membership in good standing. Notification of membership termination shall be by certified mail to the Association.

4.1.1 All nurses hired after November 1, 1987, who choose not to join the Association or who have terminated their membership, shall pay to the Association a service fee set by the Association as a condition of employment. Such election shall occur within thirty (30) calendar days of hire or termination of membership.

4.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of Section 4.1 as the tendering of Association dues on a timely

basis. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing as required by Section 4.1. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause.

4.2 Dues Deduction. The Employer shall deduct Association dues and service fees from nurses' pay upon written authorization from the individual nurse. The assignment of wages shall apply to dues and service fees only as set forth in Sections 4.1 and 4.1.1 herein. Dues shall be transmitted to the office of the Association within thirty (30) calendar days from the date of deduction from the nurses' pay. Upon issuance and transmission of the check to the Association, the Employer's responsibility shall cease with respect to deductions covered thereby.

4.2.1 Hold Harmless Clause. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any nurse arising from deductions made herein by the Employer.

4.3 Local Unit Representative. The Association shall have the right to select Local Unit Representatives from among nurses in the unit. The Local Unit Representatives shall not be recognized by the Employer until the Association has given the Employer written notice of the selection.

4.4 Bargaining Unit Roster. During January and July of each calendar year, the Employer shall supply to the Association's Membership Department, with a copy to the Local Unit Co-Chairs, a list of those nurses covered by this Agreement. The list shall include each nurse's name, address, Hospital employee number, date of hire as an RN, unit, work status (full-time, part-time, per diem), rate of pay and date of hire at the Hospital. The Employer shall furnish to the Association's Membership Department, with a copy to the Local Unit Co-Chairs, on a monthly basis the same information for nurses newly hired or recalled to work in the bargaining unit and the names of nurses who have terminated employment or have transferred into or out of the bargaining unit. The Association will maintain the confidentiality of the Hospital employee numbers provided. The Association hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of Hospital employee numbers to the Association.

4.5 Contract Distribution. During the orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses. The Employer shall distribute a copy of this Agreement to all newly hired nurses. The Employer shall distribute a copy of the nurse's job description. The Association shall also distribute a copy of this Agreement to all current

members of the bargaining unit. A cover letter, membership application, payroll deduction card and return envelope supplied by the Association will be attached to the Agreement.

4.6 Meeting Room. The Association shall be permitted to use hospital facilities for meetings of the local unit with or without Association staff present, provided sufficient advance request for a meeting room is made to the Administrative Secretary, and space is available.

4.7 Access to Premises. An authorized representative shall have reasonable access to areas open to the general public for the purpose of investigating grievances and contract compliance. Such visitation shall be conducted in a manner which will not be disruptive to the operation of the Employer or patient care. The parties agree that Association business shall be conducted during non-working time (e.g., rest breaks, meal periods, and before and after shift). The WSNA representative shall notify the Vice President, Human Resources or designee upon entering the premises.

4.8 Negotiations. Nurses elected to serve on the Bargaining Committee will, subject to necessary RN staffing of the unit as determined by the Employer, be released without pay from work to attend scheduled negotiating meetings. Accrued vacation and holiday time may be donated by the bargaining unit to negotiation team members. Nurses may use accrued holiday or vacation to cover time spent in negotiating meetings.

ARTICLE V - DEFINITIONS

5.1 Resident Nurse. A registered nurse whose clinical experience in an acute care facility after graduation is less than six (6) months; or a registered nurse who is returning to practice, with no current clinical training or experience. The resident nurse shall be assigned under close supervision of more experienced nurses and shall be responsible for the direct care of a limited number of patients. Residency shall not exceed ten (10) continuous weeks when the nurse meets the criteria established by the Nurse Manager as evidenced by an evaluation at that time. The time period may be extended when mutually agreed upon by the nurse and the designated Nurse Executive. A resident nurse will be assigned a registered nurse preceptor who works on the same unit as the resident for the purpose of close direction and support during the residency period.

5.1.1 Resident nurses shall receive structured orientation and training of six (6) weeks under the direction of the RN preceptor and their department manager to assure proper performance of assigned tasks. Orientation shall be unbroken. Said Orientation may be extended up to an additional four (4) weeks if the orientation evaluators so indicate, and the base pay rate will continue during this extended period.

5.2 Probationary Nurse. A probationary nurse is a nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) calendar days. At the discretion of the designated Nurse Executive, or designee, the

probationary period may be extended an additional sixty (60) days, for a total of one hundred fifty (150) calendar days. Should the designated Nurse Executive or designee exercise this option, she/he shall give written notice of the extension on or before completion of the ninety (90) day probationary period to the nurse involved, the Local Unit Representative and WSNA stating the reason(s) for the extension. Such written notice shall be sent to the Local Unit Representative and WSNA by certified or “return receipt” mail. During the probationary period a nurse may be disciplined or discharged without notice and without recourse to the grievance procedure.

5.2.1 Sick leave, holiday and vacation benefits shall be earned from the date of employment for all full-time or part-time nurses who select benefits in lieu of a percentage differential and become effective after regular employment status is reached. Those nurses selecting the percentage differential shall earn the differential from date of employment, but will receive the accrued differential only after successful completion of the probationary period. The Hospital shall provide a separate check to the nurse for the amount of the differential.

5.3 General Duty Staff Nurse. A registered nurse employed by the Hospital who is responsible for the direct and/or indirect total nursing care of the patient. An experienced RN, returning to practice, who has recently completed a nursing refresher course approved by the Employer, shall be classified as a general duty staff nurse for starting salary purposes. Nurses employed as general duty staff nurses shall receive orientation to their assigned units and positions from other RNs.

5.4 Charge Nurse. A registered nurse designated by the department manager who is responsible for a nursing unit for a specific shift. An RN will receive orientation to the charge nurse duties before assuming the duties of charge nurse. A charge nurse assigned to the acute care setting shall have at least one (1) year of recent RN experience. In addition, an RN in charge shall have demonstrated clinical expertise with the assigned unit’s patient population.

5.5 Full-time Nurse. A nurse who is hired to work at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period. (See also, Section 6.5.1, Twelve (12) Hour Schedule.)

5.5.1 All full-time nurses shall be entitled to the next increment step based on annual anniversary date of hire as a registered nurse.

5.6 Part-time Nurse. A registered nurse who is regularly scheduled to work less than forty (40) hours in a seven (7) day period or less than eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period.

The part-time nurse may elect one (1) of the following two (2) options:

- a. Prorated vacation, sick leave and holiday benefits;
- b. A fifteen percent (15%) premium pay in lieu of vacation, sick leave and holiday benefits.

Such election must be made within thirty (30) calendar days of the signature date of this Agreement, or from date of employment or change in employment status from full-time to part-time or from per diem to part-time and annually thereafter between November 1 and November 30.

5.6.1 All part-time nurses shall be entitled to the next increment step once they meet their anniversary year and 1664 hours, whichever occurs later. In calculating the hours for the purpose of service increments included shall be all hours worked, vacation, sick leave, paid holidays, paid educational leave, paid jury duty, paid bereavement leave and low census/house convenience days. Part-time RNs selecting the premium shall also be eligible for shift differential, on-call and callback pay, charge pay, Registered Nurse Certified pay, BSN/MSN and holiday pay, Weekend Bonus, Preceptor Pay, and Consecutive Day Premium. Holiday pay shall be at time and one-half (1 1/2x) the nurse's percentage rate of pay for all hours worked on a holiday.

5.7 Per Diem Nurse. A registered nurse who determines his/her own work schedule as to hours and days of work per month, and who regularly works less than the required two (2) out of four (4) weekends. Per diem nurses will be paid ten percent (10%) salary premium in lieu of benefits (including vacation, sick leave, holiday time; medical, dental, vision, life insurance; short and long term disability; paid education leave) and shall be entitled to the next increment step for 1664 hours worked. Per diem nurses shall be eligible for shift differential, certification pay, on-call/callback when worked, overtime when worked, holiday pay when worked, weekend bonus, charge pay, BSN/MSN, preceptor pay and consecutive day premium. Per diem nurses shall be scheduled to work at least two (2) shifts [eight (8) hour, ten (10) hour, or twelve (12) hour] per schedule to include one (1) contract holiday per year.

5.7.1 A full or part-time RN may request a change to per diem status. Such RNs shall retain previously accrued seniority and benefits in the event of return to regular status. Such accruals shall not apply while in per diem status. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of requesting such change of status.

5.7.2 Per diem nurses who feel that their work schedule during the previous four (4) month period calls for a review of the assigned positions in a unit shall have the right to request such a review by the Nurse Practice Committee which shall make a recommendation whether an increase in FTE within the unit is warranted. A final determination shall be made by the designated Nurse Executive. Hours worked as relief

for sick leave or leave of absence of another nurse will not be considered a basis for an adjustment in unit FTEs.

5.8 Preceptor. A preceptor is a nurse with at least one (1) year of experience in the clinical setting who assists with the new skill development of a student, graduate nurse, resident nurse or staff nurse changing clinical areas of practice. The Nurse Manager will select preceptors who are volunteers based on clinical skills, communication skills and teaching skills. In the event the Nurse Manager cannot find a suitable volunteer, the manager may assign a qualified registered nurse as a preceptor. Nurses designated as preceptors shall have their additional preceptor responsibilities considered in their regular patient care assignments. The preceptor shall have her/his patient care assignment. The nurse assigned to the preceptor shall not be given patients outside the preceptor's patient load. Preceptor pay shall not be paid for unit or float orientation where new skill development is not necessary.

ARTICLE VI - HOURS OF WORK AND OVERTIME

6.1 Basic Work Period. The basic work period shall consist of forty (40) hours within a seven (7) day period, or eighty (80) hours within a fourteen (14) day period as mutually agreed between Employer and nurse(s) in accordance with the FLSA. Nurses who work more than eight (8) consecutive hours per day or more than eighty (80) hours in a fourteen (14) day period shall be paid at the overtime rate for all hours worked, except as provided for in Section 6.6 herein.

6.2 Basic Work Day. The basic work day shall be eight (8) consecutive hours and a thirty (30) minute meal period on the nurse's own time.

Alternative Work Day.

6.2.1 Ten (10) Hour Day. Where it is mutually agreeable between the Employer and the nurse, a ten (10) hour, four (4) day workweek may occur. The workday shall consist of ten (10) hours work to be completed within ten and one-half (10 1/2) consecutive hours.

6.2.2 Twelve (12) Hour Day. Where it is mutually agreeable between the Employer and the nurse, a twelve (12) hour day may occur. The workday shall consist of twelve (12) hours work to be completed within twelve and one-half (12 1/2) consecutive hours.

6.3 Meal Period. If the nurse is not relieved of duties during her/his meal period and is unable to leave the work station and eat in a designated break room, the meal period shall be paid to the nurse by the Employer in accordance with Section 6.6.

6.3.1 Whenever patient care requirements do not allow release from the work station, a meal will be provided to the nurse. Such meals will be ordered by the Department

Manager or Charge Nurse and the Shift Supervisor will endeavor to relieve the nurse(s) later in the shift for the thirty (30) minute meal period in order to avoid overtime.

6.4 Break Periods. Fifteen (15) minutes in each four (4) hour period shall comprise the rest period for nurses. The nurse may take her/his rest periods intermittently during the nurse's shift.

6.5 Alternative Work Schedules. An alternative work schedule is any modification of the basic work day and/or work period as defined in Section 6.1, 6.2, 6.2.1 and 6.2.2 herein. Alternative work schedules may be established by the Employer with the written consent of each nurse involved and notification to the Association at least fifteen (15) calendar days prior to implementation of the schedule. The Employer may return the nurse or the nurse may elect to return to an eight (8) hour work schedule or his/her previous shift following fourteen (14) calendar days' written notice.

6.5.1 Twelve (12) Hour Schedule. An approved alternative work schedule of three (3) twelve (12) hour shifts [thirty-six (36) hours] per week shall be considered to be full time work for purposes of benefits accrual and shall be compensated for thirty-six (36) hours per week. All time worked in excess of forty (40) hours per week shall be paid at time and one-half (1 1/2). A nurse shall not be required to work more than four (4) successive twelve (12) hour shifts unless by mutual agreement between the nurse and her/his department manager. A nurse required to work on her/his day off shall be paid in accordance with Article 6.7.1 herein. A nurse who asks to work additional shifts will be paid overtime in excess of forty (40) hours worked in a week.

6.6 Overtime. All work in excess of the basic work day or work period, when properly authorized, shall be compensated for at the following rates of pay:

Eight (8) and ten (10) hour shifts - one and one-half times (1 1/2x) the nurse's regular rate for the first four (4) hours of overtime and double time (2x) thereafter up to seventeen (17) hours. For the seventeenth (17th) hour and beyond the nurse shall be paid at two and one-half times (2 1/2x) the nurse's regular rate of pay.

Twelve (12) hour shifts - one and one-half times (1 1/2x) the nurse's regular rate for the first two (2) hours overtime and double time (2x) thereafter up to seventeen (17) hours. For the seventeenth (17th) hour and beyond the nurse shall be paid at two and one-half times (2 1/2x) the nurse's regular rate of pay.

6.6.1 Regular hourly rate of pay is to include shift differential and certification premium when applicable. Any night shift nurse working overtime into a day shift shall continue to receive night shift differential.

6.6.2 Overtime shall be considered in effect if eight (8) minutes or more are worked preceding or after the end of the scheduled shift. Overtime will be computed and paid to the nearest minute.

6.6.3 Nurses who are directed by their supervisor to report to duty early to do work related to their job shall be compensated at the overtime rate for time worked.

6.7 Where the nurse's scheduled shift and the overtime shift overlap, the period of overlap shall be paid at the nurse's regular rate.

6.7.1 Work On Day Off. Full-time and part-time nurses at .8 FTE or higher who are requested to work on their scheduled day off shall be paid one and one-half (1 1/2) times their regular rate of pay.

6.8 The representatives of both the Employer and the nurses concur that overtime should be discouraged. The Employer will comply with Washington State law (RCW 49.28.130-.150) restricting mandatory overtime for nurses. In situations where overtime work will not be in violation of Washington State law, volunteers will first be sought and if there are insufficient volunteers, reasonable overtime may be assigned consistent with RCW 49.28.130-.150.

6.9 Duplication of Overtime. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

6.10 Weekend Work. Nurses will be given every other weekend off. Weekend work in excess of the above shall be at the rate of time and one-half (1 1/2x) the regular rate of pay for the shift concerned. The weekend shall be defined for day and evening shift personnel, as both Saturday and Sunday; for night shift personnel, the weekend shall be defined as both Friday and Saturday night. Any time worked within the scheduled weekend off shall be paid at the rate of time and one-half (1 1/2x). This Section shall not apply to full-time or part-time nurses who voluntarily agree to more frequent weekend work or to nurses who trade weekends for their own convenience.

6.11 Rest between Shifts. In the event a full-time or part-time nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within said twelve (12) hour period shall be at time and one half (1 1/2x). This clause shall not apply to on-call and callback assignments performed pursuant to Article VIII herein, nor to a nurse who requests to temporarily alter his/her regularly scheduled shift. [Effective December 14, 2008, this twelve (12) hours off between shifts shall be modified to ten (10) hours, and (a) in addition, time and one-half shall be paid until the nurse has been off duty for ten (10) consecutive hours, (b) in addition to the exclusion for on-call and callback or to a nurse who requests to temporarily alter his/her regularly scheduled shift, the provisions of this section shall also not apply to nurses who voluntarily participate in-service education, committee meetings, staff meetings, approved nurse

trades of shifts, or special projects, and (c) the provisions of Section 6.11.1 shall be discontinued.]

6.11.1 In the event a nurse assigned to work twelve (12) hour shifts is required to work with less than ten (10) hours off duty between shifts, all time worked within said ten (10) hour period shall be at time and one-half (1 1/2x).

6.12 Split Shifts. There shall be no split shifts except with the consent of the nurse involved.

6.13 Time paid for but not worked shall not count as time worked for purposes of computing overtime.

ARTICLE VII - RATES OF PAY

7.1 Wage Rates.

	Effective Oct. 31, 2010	Effective Oct. 30, 2011	Effective Oct. 28, 2012	Effective April 28, 2013
Base	26.37	26.90	27.44	27.71
1 year	27.26	27.81	28.37	28.65
2 years	28.30	28.87	29.45	29.74
3 years	29.31	29.90	30.50	30.81
4 years	30.53	31.14	31.76	32.08
5 years	31.82	32.46	33.11	33.44
6 years	32.94	33.60	34.27	34.61
7 years	34.07	34.75	35.45	35.80
8 years	35.90	36.62	37.35	37.72
9 years	36.31	37.04	37.78	38.16
10 years	37.46	38.21	38.97	39.36
12 years	38.86	39.64	40.43	40.83
14 years	40.00	40.80	41.62	42.04
16 years	41.12	41.94	42.78	43.21
18 years	42.26	43.11	43.97	44.41
20 years	43.81	44.69	45.58	46.04
22 years	44.91	45.81	46.73	47.20
24 years	45.83	46.75	47.69	48.17
25 years	46.98	47.92	48.88	49.37
26 years	48.12	49.08	50.06	50.56
28 years	-----	50.06	51.06	51.57

7.1.1 Service Increments. In calculating the 1664 hours for the purpose of service increments for part-time and Per Diem nurses, included shall be all hours worked, vacation, paid holidays, sick leave, paid educational leave, paid jury duty, paid bereavement leave and low census/house convenience days.

7.1.2 Wage and Premium Pay Changes. Wage and premium pay changes throughout the Collective Bargaining Agreement commence at the start of the payroll period beginning on the date nearest to the effective date of the change. (In this regard, for clarity, specific implementation dates have been shown in the Agreement for wage and premium pay changes.)

7.2 Merit Increases. It is agreed that the Employer may at its discretion make salary increases on a merit basis in excess of those specified above.

7.3 Recognition for Experience (New Hires). Upon the employment by the Employer of a nurse who has had prior experience as a registered nurse either in an acute care facility or during a period of prior employment in this Hospital, and such experience was gained no more than six (6) months before, the experience shall be considered equivalent to employment in this Hospital with regard to salary only.

7.3.1 A nurse who possesses continuous recent appropriate experience in clinical nursing shall be hired above the base as follows. The Hospital will credit the nurse with one (1) year for each year of qualifying experience. LPNs with a minimum of one (1) year's experience at GHCH will receive credit for one (1) step. LPNs with two (2) or more years' experience at GHCH will receive credit for one (1) additional step.

7.3.2 It is agreed that nursing experience shall be reviewed and evaluated by each individual nurse applicant and the designated Nurse Executive or designee. The appropriate salary step will be determined by the designated Nurse Executive or designee.

7.4 Salary Adjustments. Nurses shall be notified in writing of all salary adjustments and increments.

ARTICLE VIII - PREMIUM PAY

8.1 Shift Differential. The evening shift (1445-2315) differential shall be two dollars and fifty cents (\$2.50) per hour; and the night shift (2245-0715) differential shall be four dollars and twenty-five cents (\$4.25) per hour.

8.1.1 Registered nurses shall receive shift differential for actual hours worked that coincide with the normal hours that qualify for shift premium. This premium pay shall apply to full-time, part-time and per diem nurses.

8.1.2 Nurses in the Multi-Specialty Clinic, Surgical Services and Education Departments whose scheduled hours fall between 7:00 a.m. - 5:00 p.m. inclusive will be paid day shift rate for all hours worked. Any overtime hours worked after the end of their regular shift will be paid, including the applicable shift differential as defined in Section 8.1 above.

8.2 Charge Duty. A nurse who is assigned charge nurse duties shall be paid a premium of two dollars and twenty-five cents (\$2.25) per hour over the nurse's regular rate.

8.3 Preceptor Pay. A nurse who is assigned preceptor duties shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over the nurse's regular rate.

8.4 On-Call. A nurse assigned by supervision to be on-call shall be paid four dollars (\$4.00) per hour, for all hours spent on-call. On-call pay shall be paid only during the actual time on-call and shall not be applicable while the employee is on a callback on the hospital premises, nor during any time the employee is being paid premium pay for callback per Section 8.5, Callback.

8.4.1 A nurse assigned to be on-call on a holiday under Section 10.1, recognized holidays, shall instead be paid four dollars and seventy-five cents (\$4.75) per hour, for all hours spent on such holiday on-call.

8.5 Callback. When a nurse is on-call and is required to report for duty, the nurse shall receive one and one-half times (1 1/2x) her/his regular rate for a minimum of two (2) hours through twelve (12) hours; double time (2x) shall apply for any time actually worked in a callback over twelve (12) through seventeen (17) hours; double time and one-half (2 1/2x) shall apply for any time actually worked in a callback over seventeen (17) through twenty-four (24) hours in a twenty-four (24) hour period. This twenty-four (24) hour period shall apply to a scheduled shift followed by on-call or to weekend call that may be divided into twenty-four (24) hour periods of time. If a shift has been worked at regular pay, those hours shall be counted when determining the rate of pay for callback. However, in the event a nurse continues to work beyond the twenty-four (24) hour period, such nurse shall continue to receive pay at double time and one-half (2 1/2x) for all continuous hours worked beyond the twenty-four (24) hours.

8.5.1 Regularly scheduled operating and recovery room nurses who are on-call and are called back to work, and do not receive an unbroken rest period of at least eight (8) hours between the end of their scheduled shift and the start of their next regularly scheduled shift, shall be compensated on that next regularly scheduled shift at the rate of one and one-half times (1 1/2x) her/his regular hourly rate of pay. [Regularly scheduled operating and recovery room nurses, including those nurses who are on-call and/or are called back to work, shall receive an unbroken rest period of at least eight (8) hours

between the end of their scheduled shift and the start of their next regularly scheduled shift. Such nurses who do not receive the eight (8) hours of unbroken rest shall be compensated on that next regularly scheduled shift at the rate of one and one-half (1 1/2x) times her/his regular hourly rate of pay. Such time and one-half (1 1/2x) pay shall continue until the nurse has been off duty for eight (8) consecutive hours.]

An operating and recovery room nurse called back on a Sunday or holiday who does not receive an unbroken rest period of at least eight (8) hours between the end of the call hours worked and the beginning of their next regularly scheduled shift, shall be compensated on the next regularly scheduled shift at the rate of one and one-half times (1 1/2x) her/his regular hourly rate of pay. [Such time and one-half (1 1/2x) pay shall continue until the nurse has been off duty for eight (8) consecutive hours.]

The provisions of both of the above paragraphs of Section 8.5.1 shall not apply to nurses who voluntarily participate in in-service education, committee meetings, staff meetings, approved nurse trades of shifts, or special projects.

8.6 Temporary Assignment to Higher Classification. A nurse temporarily assigned to a higher salaried position shall be compensated for such work at the rate of pay applicable to the higher salaried position.

8.7 Consecutive Day. Nurses required to work in excess of six (6) consecutive days shall be paid at the overtime rate for all authorized hours worked on the seventh (7th) consecutive day, and all days following the seventh (7th) day until a day off is granted. This Section shall not apply to nurses who request a schedule pattern which would require a seven (7) day interval of work to meet day off requests or other special schedule requests.

Nurses working twelve (12) hour shifts who are required to work in excess of four (4) consecutive shifts shall be paid one and one-half times (1-1/2) the regular rate of pay until a day off is taken by the nurse. This Section shall not apply to nurses who request a schedule pattern which would require a five (5) day interval of work to meet day off requests or other special schedule requests.

8.8 Registered Nurse Certified (RNC) Premium. A nurse who is certified in a nationally recognized clinical specialty and is assigned by the Employer to an area of that specialty shall be paid one dollar (\$1.00) per hour premium, provided the nurse maintains certification. Such nurse may float, be temporarily assigned to work in another department, including being called in on day off, without loss or deduction of her/his certification premium. However, a nurse who permanently transfers to another home department shall be required to become certified in that new specialty in order to continue to receive certification pay. A nurse who has either a BSN or MSN shall receive seventy-five cents (\$0.75) per hour premium for the BSN or one dollar (\$1.00) per hour premium for the MSN (not both).

8.8.1 Home Departments. “Home” departments are: Medical-Surgical-Short Stay, CCU, OB, PACU/Day Surgery (Perioperative), Surgery, ED, Harborcrest, Ambulatory Infusion, Endoscopy, Education, and any other recognized national certification that applies to a nurse’s home department. A nurse may request review of the applicability of their certification across department lines. This review will be conducted by the Nurse Practice Committee with a final decision made by the Designated Nurse Executive, taking into consideration the recommendation of the Nurse Practice Committee.

8.9 Weekend Bonus. A nurse shall receive three dollars and twenty-five cents (\$3.25) per hour for all hours worked from 2300 Friday until 2300 Sunday. The weekend bonus shall not be considered part of the nurse’s regular rate for overtime computation purposes.

ARTICLE IX - VACATION

9.1 All full-time nurses shall accrue vacation credits in accordance with the following schedule:

<u>Upon completion of:</u>	<u>Paid Vacation Days</u>
1 - 3 years	10 days (80 hours)
4 years	12 days (96 hours)
5 - 6 years	15 days (120 hours)
7 - 8 years	16 days (128 hours)
9 years	18 days (144 hours)
10 years	20 days (160 hours)
14 years	22 days (176 hours)
22 years	24 days (192 hours)
25 years or more	25 days (200 hours)

9.1.1 Vacation Eligibility. All full-time nurses and part-time nurses who have elected prorated benefits shall be eligible to take accrued vacation time off after completing their probationary period. Time spent by nurses who elect premium pay in lieu of benefits shall not count for purposes of vacation eligibility. A part-time nurse who changes from a premium pay status to prorated benefits shall be given credit for purposes of placement in the vacation accrual schedule for each year worked in premium pay status. Vacation time may be taken in increments of whole or partial work days subject to Employer approval in advance.

9.1.2 Part-time nurses will accrue vacation time for every hour worked (excluding on-call hours and weekend bonus pay hours in Section 8.4, On-call, and Section 8.9, Weekend Bonus), up to the equivalent of a 1.0 FTE.

9.2 Vacation pay shall be the amount which the nurse would have earned had the nurse worked during the vacation period at the regular rate on the nurse's regular shift.

9.3 Termination Vacation Credit. After successful completion of the probationary period, nurses shall be paid upon termination of such employment for any vacation credits accrued; provided however, this provision shall not apply to those nurses who leave the employ of the Employer without giving fourteen (14) calendar days' prior written notice or to those nurses who are discharged for cause.

9.4 Scheduling. If two (2) or more RNs working the same shift and unit request annual leave for the same time, the earliest request will be granted subject to staffing requirements as determined by nursing supervision. Vacation time off may not be requested more than twelve (12) months in advance, unless the request is for an event that requires planning more than twelve (12) months in advance. If requests are submitted on the same date, the dates requested by the most senior RN shall be granted. A written response shall be given to all vacation requests within thirty (30) days of submitting the request. Vacation requests shall not be unreasonably denied. Those nurses who will have accrued vacation benefits shall have preference of vacation dates over those nurses who would not have sufficient accrued vacation benefits to cover the request at the time the vacation would be scheduled to occur. Once a vacation request is approved by the supervisor, it cannot be preempted by a subsequent vacation request for the same date. Vacation requests of four (4) days or less which would fall on a nurse's scheduled weekend to work may not be granted if there is not an adequate staffing complement as determined by the Unit Manager. The nurse may trade weekends provided such trades shall not be subject to Section 6.10, Weekend Work, herein.

ARTICLE X - HOLIDAYS

10.1 The following seven (7) holidays [total of fifty-six (56) hours per year] shall be granted to full-time nurses at the nurse's regular rate of pay:

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

10.1.1 Personal Holiday. In addition to the above holidays, a personal holiday [(8) hours per year] will be granted at regular pay, on a day when mutually agreed upon with the nurse's supervisor.

10.2 Holiday Eligibility. Upon completion of the probationary period, a full-time nurse shall accrue holiday hours at the rate of eight (8) per holiday, and part-time nurses with benefits shall have their holiday hours prorated, not to exceed a total of fifty-six (56) hours per year. Any such accrued holiday hours may be used by the nurse within the year from November 1 through October 31. Holiday hours used for time off must be by mutual agreement with the nurse's supervisor. Any accrued holiday hours in excess of fifty-six (56) not used by October 31 will be cashed out by the Employer.

10.2.1 Part-time nurses will accrue holiday time for every hour worked (excluding on-call hours and weekend bonus pay hours in Section 8.4, On-call, and Section 8.9, Weekend Bonus) up to the equivalent of a 1.0 FTE.

10.3 Work on a Holiday. Full-time and part-time nurses required to work on a holiday shall be paid time and one-half (1 1/2x) their regular rate for all hours worked. Overtime worked on a holiday shall be paid double times (2x) the nurse's regular rate of pay.

10.3.1 Nurses who work a holiday shall have the option of banking the eligible hours of holiday pay or being paid for that holiday. The option to be paid must be declared by the nurse within that pay period.

10.4 Holiday Work Rotation. It is agreed that holiday work shall be rotated by the hospital. A list showing the holiday rotation shall be available on each unit.

10.5 Holiday Falling on Day Off. If a holiday falls on the full-time nurse's day off, eight (8) hours of holiday pay will be credited to her/his holiday bank, and part-time nurses with benefits shall have their holiday hours prorated, or the nurse may request pay for the holiday within that pay period. If a holiday falls during the nurse's vacation, the extra hours may be added to the vacation or the nurse will have the option to be paid for such holiday within that pay period.

10.6 Holiday Dates. All holidays begin at 11:00 p.m. on the eve of the calendar day of the federally recognized day of the observance and end on 11:00 p.m. on the calendar day of the federally recognized day of observance.

10.7 Accrued Holiday Pay Upon Termination. After completion of the probationary period, nurses shall be paid upon termination of such employment for any accrued holiday hours; provided however, this provision shall not apply to those nurses who leave the employ of the Employer without giving fourteen (14) calendar days' prior written notice or to those nurses who are discharged for cause.

10.8 Department Closed for Recognized Holiday. A nurse must use her/his holiday pay for a recognized holiday if the nurse works in a department that is scheduled to close on that holiday, unless the nurse is on-call for that holiday. The amount of holiday hours to be used shall be the nurse's otherwise scheduled workday for the holiday.

ARTICLE XI - SICK LEAVE

11.1 Sick Leave Accrual. Full-time nurses shall accrue eight (8) hours of sick leave for each month of continuous employment cumulative to a maximum of eight hundred (800) hours. Sick leave shall begin to accumulate after the first (1st) full calendar month has been worked. Part-time nurses who do not elect the salary premium option shall accrue sick leave benefits on a prorated basis in accordance with hours worked.

Part-time nurses will accrue sick leave time for every hour worked (excluding on-call hours and weekend bonus pay hours in Section 8.4, On-call, and Section 8.9, Weekend Bonus) up to the equivalent of a 1.0 FTE.

11.2 Sick Leave Benefits. If a nurse eligible for sick leave benefits is absent from work due to bona fide illness, injury or disability, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or disability, or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave benefits shall be paid at the nurse's regular rate of pay for any illness or injury which has incapacitated the nurse from performing normal duties and for disability due to pregnancy, miscarriage, abortion and childbirth. Sick leave shall not be paid for illness, injury, or disability incurred during a nurse's probationary period. Accrued sick leave may be used to supplement Workers' Compensation Insurance benefits received by a nurse up to the amount of the nurse's net pay for hours the nurse would have worked had the nurse been available for work.

11.2.1 Sick Leave Conversion. In the event a nurse has not used any sick leave in excess of the below referenced figures during the contract year [that being the twelve (12) month period based on the contract anniversary date], that nurse shall be permitted to use the conversion table as outlined below. Sick time converted to paid time off may be paid at termination of employment in good standing, if termination is during the year the nurse would normally be allowed to take accrued paid time off. For purposes of this Section, good standing shall be defined as meeting the requirements of Article 14.1 herein. Any partial hours of sick leave use will be rounded to the nearest hour. Any nurse working shift lengths different from those listed here shall have their conversion calculated according to the pattern established below.

Regularly Scheduled Eight (8) Hour Days

<u>Use of Sick Time</u>	<u>Paid Vacation or Cash Conversion at RNs Regular Rate of Pay (Amount effective November 1st each year & Convertible November 1st in following year)</u>
0 hours	40 hours per contract year
1-4 hours	36 hours per contract year
5-8 hours	32 hours per contract year
9-12 hours	28 hours per contract year
13-16 hours	24 hours per contract year

Regularly Scheduled Ten (10) Hour Days

<u>Use of Sick Time</u>	<u>Paid Vacation or Cash Conversion at RN's Regular Rate of Pay (Amount effective November 1st each year & Convertible November 1st in following year)</u>
0 hours	40 hours per contract year
1-5 hours	36 hours per contract year
6-10 hours	32 hours per contract year
11-15 hours	28 hours per contract year
16-20 hours	24 hours per contract year

Regularly Scheduled Twelve (12) Hour Days

<u>Use of Sick Time</u>	<u>Paid Vacation or Cash Conversion at RN's Regular Rate of Pay (Amount effective November 1st each year & Convertible November 1st in following year)</u>
0 hours	40 hours per contract year
1-6 hours	36 hours per contract year
7-12 hours	32 hours per contract year
13-18 hours	28 hours per contract year
19-24 hours	24 hours per contract year

11.2.2 Cash Option. Once each year the nurse shall have the option to receive cash (in the form of a separate check) per the conversion formula in Section 11.2.1 above, which check will be issued during the month of November. Such cash option must be requested in writing to Personnel by the nurse not later than November 1 of that year.

11.2.3 Retiree Cash Conversion. A nurse who is sixty-two (62) years of age or older and is scheduled to permanently retire from Grays Harbor Community Hospital shall have the right to convert his/her accrued sick leave per the conversion formula in 11.2.1 above. A check will be issued to the nurse at time of retirement.

11.3 Sick Leave Notification. The nurse shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift, if the nurse is unable to report for duty as scheduled. Failure to do so without good cause shall result in loss of paid sick leave for that day. Reasonable proof of illness may be required by the Employer. Proven abuse of sick leave shall be grounds for discipline including possible discharge.

11.4 Accrued sick leave pay may be used for the actual time spent for either physician or dental appointments provided the appointments have been scheduled during the nurse's regularly scheduled hours, and the nurses have made every reasonable effort to schedule the appointment outside their regularly scheduled hours. Except in the event of a medical or dental emergency, the nurse must request time off for routine doctor and dental appointments prior to the posting of the monthly work schedule (14.10).

11.5 Child Care/Dependent Illness. Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*), an employee shall have access to sick leave, vacation and personal holiday in accordance with the access provisions set forth in this Agreement 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. The following definitions shall apply:

- (1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
- (2) "Spouse" means a husband or wife, as the case may be.
- (3) "Parent" means a biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a child.
- (4) "Parent-in-law" means a parent of the spouse of an employee.
- (5) "Grandparent" means a parent of a parent of an employee.

11.6 Transfer of Benefits. In accordance with Hospital policy, employees shall be allowed to transfer available vacation and/or holiday benefit hours to another employee who is on an approved leave of absence who has exhausted their vacation, holiday and sick leave bank. This understanding is subject to the specific conditions set forth in Hospital Policy No. PR-017, dated 12-1-97 (revised 1-08-07). A nurse with a balance of eight hundred (800) hours of accrued but unused sick leave may transfer up to two (2) days [sixteen (16) hours] of sick leave in a calendar

year to another employee who is ill on an approved leave of absence and has exhausted his/her sick leave.

ARTICLE XII - LEAVE OF ABSENCE

12.1 Leave of Absence Request. All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within fourteen (14) days of the request. A denied request shall be accompanied by a letter of explanation. A leave of absence request shall not be unreasonably denied.

12.2 Leave with Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect his/her compensation or status with the Employer.

12.3 Leave Without Pay.

12.3.1 Nurses returning from an authorized leave of absence of thirty (30) calendar days or less shall have the right to return to their previous position. Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment. During any full pay period in which an employee is unpaid, vacation, sick leave and holiday time shall not accrue.

12.3.2 Leave without pay for a period in excess of thirty (30) calendar days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave. During any full pay period in which an employee is unpaid, vacation, sick leave and holiday time shall not accrue. Upon return from such leave, the nurse will be given the first available job opening for which she/he is qualified in the judgment of the Employer.

12.3.3 In the event there is no position immediately available upon a nurse's return from a leave of absence in excess of thirty (30) days, the commitment to the first available job opening shall only be in effect for a period of six (6) months from the time the nurse notifies the Employer of his/her availability to return to work.

12.3.4 If a nurse falsifies the reason for a leave of absence or does not return from a leave on the date approved by the Employer, the nurse shall be considered to have terminated his/her employment effective the date such leave commenced.

12.4 Educational Leave.

12.4.1 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize hospital service.

12.4.2 Paid Educational Leave. Each full- and part-time nurse shall be granted up to three (3) paid educational days per year. Each nurse with certification including ACLS, PALS and NRP shall be granted up to five (5) days per year. Educational leave days shall be paid at the nurse's regular rate of pay. Education days are based on the eight (8) hour day and education time will not be used when calculating overtime except where a nurse works a scheduled shift and then is scheduled to attend a mandatory education class in the same twenty-four (24) hour period.

Requests for paid educational days will be granted provided the studies chosen by the nurse are job-related and scheduling requirements can be met as determined by the Department Manager.

All education requests shall be made to the Department Manager prior to the issuance of the proposed schedule for the month of the request. After approval, the request is forwarded on to the Education Department for processing. A written response from the Department Manager stating whether or not the nurse shall be granted the requested educational leave shall be given to the nurse within fourteen (14) days from the date the request is submitted to the Department Manager.

12.4.3 Educational Meetings. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities.

12.4.4 Employer-Required Education. When a nurse participates in an educational program at the request of the Employer, she/he shall be paid at his/her regular hourly rate of pay and all mutually agreed upon expenses for the program will be borne by the Employer. In the event the nurse and the Employer cannot agree on reimbursement of expenses, the nurse will not be required to attend the educational program.

12.4.5 Professional Meetings. Up to thirty-two (32) hours per year may be granted without pay for regularly scheduled nurse(s) to attend professional meetings, provided the nurse(s) requesting the time off does not jeopardize the Employer's operations.

12.4.6 Continuing Education and Professional Development Expenses. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition and registration fees up to the

amount set forth for each nurse in the following reimbursement schedule. Such financial assistance shall be subject to budgetary considerations, approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried from one (1) calendar year to the next.

<u>FTE</u>	<u>Dollars</u>
.6 – 1.0	\$300
.3 – less than .6	\$200

12.5 Maternity Leave. A nurse who has completed the probationary period shall be permitted to take a leave of absence for the period of temporary disability due to her pregnancy or childbirth. Such period of actual disability must be verified by her physician. The Employer retains the right to obtain a second physician’s opinion at the Employer’s expense and such physician shall be mutually agreed upon between the nurse and the Employer. A nurse who returns to work at GHCH immediately following the period of actual disability as verified by the physician shall be entitled to return to the same position or a similar position, at the same rate of pay. In no event shall this Section 12.5 provide a lesser benefit than that as set forth in Sections 12.8 and 12.8.1 herein.

12.6 Family and Medical Leave. In accordance with the federal Family and Medical Leave Act (FMLA), a leave of absence of up to twelve (12) weeks shall be granted at the direction of the Employer or upon the request of an employee who has completed at least twelve (12) months of employment and who has worked at least twelve hundred fifty (1,250) hours in the twelve (12) months immediately preceding the start of the leave. This leave of absence shall be granted to eligible employees for the following reasons:

1. To care for a newborn child, an adopted child, or a newly placed foster child;
2. to care for a spouse, child or parent who has a “serious health condition” as defined by the FMLA and applicable regulation;
3. because of a serious health condition that makes the employee unable to perform the functions of her or his job.

Family leave taken for the care of a newborn, adopted or foster child must be completed within twelve (12) months of the child’s birth or placement.

12.6.1 Notice and Return. In any foreseeable circumstance, an employee must give at least thirty (30) days’ written notice in advance of the leave. If the need for leave cannot be foreseen, the employee must give as much notice as practicable. If the employee has given proper notice and the period of absence from work does not exceed twelve (12) workweeks, the employee shall be entitled to return to her/his former position or to an equivalent position with equivalent pay, benefits and conditions of employment.

For leaves related to the employee's or a family member's serious health condition, the Employer may request certification of illness as provided by the FMLA, and may, when appropriate, require at the Employer's expense that the employee obtain the medical opinion of a second health care provider designated or approved by the Employer.

12.6.2 Intermittent Leave. Leave may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. If leave is taken on a reduced schedule or intermittent basis, the Employer may require the nurse to transfer temporarily to another position for which the nurse is qualified, and which would provide equivalent pay and benefits.

12.6.3 Length of Leave. The total amount of family and medical leave taken shall not exceed twelve (12) workweeks within a rolling twelve (12) month period. Such twelve (12) month period is measured backward from the date the employee commences any FMLA eligible leave, paid or unpaid. FMLA leave shall be granted without loss of benefits accrued to the date the leave commences.

If a husband and wife are employed by the Employer, they shall together be entitled to a total of twelve (12) workweeks of FMLA leave during any twelve (12) month period if leave is taken for birth, adoption, foster care, or the care of a parent with a serious health condition. Such leave may be granted to only one (1) parent at a time.

12.6.4 Health Benefits. During the period of FMLA leave the Employer's contributions toward medical and dental insurance benefits shall be continued to the extent and for the duration required by law. The employee must continue her or his own portion of the insurance premium contributions as required by law.

12.6.5 Use of Paid Leave. Employees must use any accrued sick leave during a family or medical leave involving the employee and her/his minor child(ren), and may opt to use accrued vacation. In the event accrued sick leave and vacation do not cover the entire period of the leave, any remaining leave shall be unpaid.

12.6.6 Concurrent with Other Leaves. It is understood that leave under the federal Family and Medical Leave Act shall run concurrently with any other leave provided for in this Agreement, including vacation leave (Article 9), sick leave (Article 11), and Health Reasons Leave (Section 12.8), as well as leave of absence for workers' compensation, absence for non-workplace injury or illness, personal leave, or any other leave provided by the Employer. Leave under the federal FMLA shall also run concurrently with any leave under the State Maternity Regulation (WAC 162-30-020), except that a female temporarily disabled due to pregnancy and/or childbirth may continue her maternity leave beyond exhaustion of her FMLA, in accordance with the Maternity Regulation until no longer deemed temporarily disabled by her attending physician.

12.6.7 It is understood that this Section 12.6, *et seq.*, addresses the key aspects of the federal Family and Medical Leave Act. However, any other applicable provisions of the law not specifically addressed in this Agreement shall apply. A copy of the law and its regulations are available for inspection in the Human Resources office.

12.7 Military Leave. Leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time. Any nurse who enlists or is drafted into the military service of the United States shall be accorded those rights as set forth in the federal law governing Veterans' Re-employment Rights. The nurse may request the use of accrued vacation and/or holiday time for such military leave.

12.8 Health Reasons. After one (1) year of continuous employment, leave without pay for up to six (6) months without loss of seniority or accrued benefits shall be granted for personal health reasons upon written request. The Employer may require a statement from the attending physician attesting to the nurse's capability to perform the work required. A nurse who had exhausted all of his/her paid leave at the time the unpaid leave of absence began, and who notifies the Employer that he/she is available for work on or before the forty-fifth (45th) calendar day of such unpaid leave, shall be guaranteed the right to return to his/her former position. A nurse who notifies the Employer that he/she is available for work after the forty-fifth (45th) calendar day but on or before six (6) calendar months, shall thereupon be accorded the first available similar opening for which the nurse is qualified in the judgment of the Employer.

12.8.1 An unpaid forty-five (45) calendar day leave, as described in 12.8 herein, shall not result in an adjustment to the nurse's anniversary date of employment. Vacation, sick leave and holidays shall not be accrued during such unpaid leave of absence of more than forty-five (45) calendar days.

12.9 Bereavement Leave. Emergency leave of up to three (3) days with pay shall be granted for death in the immediate family to full-time nurses and part-time nurses who select prorated benefits (bereavement shall be paid on a prorated basis for eligible part-time nurses). If additional days are needed, the nurse may be permitted to use any accrued vacation hours, up to three (3) days of accrued sick leave, or leave of absence without pay. "Immediate family" shall be defined as: grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, mother/father-in-law, and any relative living in the nurse's household. Exceptions to this definition may be granted by the Unit Manager upon request by the nurse.

12.9.1 Bereavement Leave/Domestic Partner. For a nurse to take bereavement leave under Section 12.9, Bereavement Leave, for the death of a domestic partner (spousal equivalent) the nurse must present a written statement to the Employer that confirms domestic partner status: share the same permanent residence; have a close personal relationship akin to marriage; are jointly responsible for basic living expenses; are not

married to anyone else; are over the age of eighteen (18); are not related by blood; are mentally competent; and are each other's sole domestic partner and are responsible for each other's common welfare.

12.10 Jury Duty. In the event a registered nurse is called for jury duty, the Employer shall supplement jury duty compensation to equal the nurse's regular rate of pay.

12.11 Subpoena Pay. Nurses who are subpoenaed or required to give testimony or depositions in regard to a patient care work-related legal matter, shall be compensated for the difference between subpoena pay and their normal rate of pay for the day(s) in question.

ARTICLE XIII - HEALTH PROGRAMS

13.1 Health Testing. Once a year the Employer shall provide at no cost, a CBCD, a urinalysis with microscopic, Pap smear, and PSA for males age 50 and older. Such tests shall be performed only on a physician's or approved mid-level practitioner's order.

The Employer shall provide to each nurse a tuberculin screen in accordance with applicable State Department of Health regulations.

In order for the above tests to be performed, the nurse must obtain the appropriate form from the Personnel Office in advance.

Any other health tests required by the Hospital shall be provided by the Hospital at no cost to the employee. Where Hospital infection control policy mandates a nurse be absent from work as the result of a hospital acquired condition, such absence shall not affect sick leave conversion. It will be the employee's responsibility to request in writing to their manager to make this exception.

13.2 Industrial Insurance. Employees shall be covered by a plan of Industrial Insurance, either the State Worker's Compensation or a substantially equivalent plan.

13.3 Group Medical Insurance. Beginning the first (1st) of the month following five hundred twenty (520) paid hours of continuous employment, those nurses who regularly work an average of thirty-two (32) hours or more per week shall be covered under the Employer-paid group medical plan benefits as set forth in the Plan Document. {Effective January 1, 2011, beginning the first (1st) of the month following five hundred twenty (520) paid hours of continuous employment, nurses who regularly work an average of twenty-four (24) or more [but less than thirty-two (32)] hours per week shall be eligible to participate in the Employer-paid group medical plan benefits as set forth in the Plan Document, and the Employer shall pay fifty percent (50%) of the premium, with nurses individually paying the remaining fifty percent (50%) of the premium. }

Nurses who regularly work less than an average of thirty-two (32) hours per week [effective January 1, 2011, this level shall be reduced to twenty-four (24) hours] shall not be eligible to participate in this benefit, except as may be provided under the federal COBRA law.

Effective January 1, 2011, the insurance plan deductible shall be three hundred dollars (\$300) per individual and nine hundred dollars (\$900) per family, and the out of pocket maximum shall be two thousand dollars (\$2,000). (See Appendix A.)

13.3.1 Effective November 1, 2010 (for payroll deduction October 2010), employees who regularly work an average of thirty-two (32) hours or more per week and elect dependent coverage shall pay monthly premiums according to the following schedule (percentage of dependent premium payments from employees and resulting employee monthly premium payments):

	<u>Monthly %</u>	<u>Monthly \$</u>
Spouse	18.5%	\$119.63
1 child	23.3%	\$100.44
2 or more children	18.5%	\$159.51
Spouse & 1 child	18.5%	\$199.39
Spouse & 2 or more children	16.0%	\$241.43

Thereafter, following the Hospital's determination of dependent premiums in November for the coming plan year, the percentage of dependent premiums from employees (for deductions made in October) shall be:

	<u>(November 1, 2011)</u>	<u>(November 1, 2012)</u>
	<u>Monthly %</u>	<u>Monthly %</u>
	<u>Employee Pays</u>	<u>Employee Pays</u>
Spouse	20.0%	21.5%
1 child	23.3%	21.5%
2 or more children	20.0%	21.5%
Spouse and 1 child	20.0%	21.5%
Spouse and 2 or more children	17.5%	19.5%

13.3.2 Effective January 1, 2011 (for payroll deduction December 2010), employees who regularly work an average of twenty-four (24) or more [but less than thirty-two (32)] hours per week and elect dependent coverage shall pay fifty percent (50%) of the monthly premiums.

13.3.3 Those nurses who regularly work an average of twenty-four (24) or more hours per week and who are covered by their spouse's medical insurance (either solely or in tandem

with GHCH insurance), shall have the option of coming under the coverage of the Employer's group medical insurance the first (1st) of the month following submission of a signed and notarized statement to the Personnel Office that the nurse's spouse has lost medical coverage through no fault of his/her own. This coverage is also available to the nurse's spouse and dependents at the time of loss of spouse's insurance. Such coverage shall be dependent upon the nurse meeting the eligibility and payment requirements of Section 13.3 and its subparts.

13.3.4 Nurses who regularly work an average of twenty-four (24) or more hours per week during any six (6) month period shall qualify for Employer-paid medical and dental benefits, pursuant to the requirements of Section 13.3 and its subparts.

13.4 Group Dental Plan. The Employer shall pay the premium cost of a group dental plan for those employees who regularly work an average of thirty-two (32) hours or more per week in the bargaining unit. {Effective January 1, 2011, an employee who regularly works an average of twenty-four (24) [but less than thirty-two (32)] hours or more per week in the bargaining unit shall be eligible to participate in the group dental plan, but the employee must pay fifty percent (50%) of the premium for the employee's own coverage.} Any employee who elects dependent coverage will pay for group coverage, including the medical and dental and vision coverage, through payroll deduction. See Section 13.3.1 for dependent premium costs for employees working an average of thirty-two (32) hours or more per week in the bargaining unit, or Section 13.3.2 for employees working an average of twenty-four (24) or more [but less than thirty-two (32)] hours per week. The dental deductible shall be fifty dollars (\$50) per year per person with an aggregate deductible of one hundred fifty dollars (\$150) per family. Maximum paid dental benefit shall be one thousand five hundred dollars (\$1500) per calendar year.

13.5 Vision Insurance. The Employer shall pay the premium cost of a group vision plan for those nurses who regularly work an average of thirty-two (32) hours or more per week in the bargaining unit. {Effective January 1, 2011, an employee who regularly works an average of twenty-four (24) or more [but less than thirty-two (32)] hours or more per week in the bargaining unit shall be eligible to participate in the group vision plan, but the employee must pay fifty percent (50%) of the premium for the employee's own coverage.} A nurse who elects dependent coverage will pay for group coverage, including the combined medical, dental and vision coverage, through payroll deduction. See Section 13.3.1 for dependent premium cost for employees working an average of thirty-two (32) hours or more per week in the bargaining unit, or Section 13.3.2 for employees working an average of twenty-four (24) [but less than thirty-two (32)] hours per week. The vision deductible shall be twenty-five dollars (\$25) per individual with an aggregate deductible of seventy-five dollars (\$75) per family per calendar year. Maximum paid vision benefit per individual shall be four hundred dollars (\$400) per calendar year.

13.6 Group Life Insurance. The Employer shall provide a group life insurance plan for full-time RN's in the bargaining unit with a face value of one times (1x) the annual income as calculated using only their straight time wage rate.

13.7 Crisis Counseling/Employee Assistance. The Social Service Department will make its best effort to be available to assist nurses in dealing with a crisis situation. The nurse will make her/his best efforts to meet with the Social Service Department at a time which would least impact patient care.

13.8 Plan Changes. In the event that the Employer modifies its current plan(s) or provides an alternative plan(s) during the term of the Agreement, the Employer will notify the Association in writing prior to implementation.

13.9 Long-Term Disability Insurance. The Employer shall make available a voluntary long-term disability (LTD) insurance plan for those bargaining unit nurses who regularly work an average of twenty-four (24) hours or more per week and who have elected to receive or are receiving vacation, sick and holiday benefits. The LTD insurance premiums shall be paid entirely by the individual participating nurse.

13.10 Short-Term Disability Insurance. The Employer shall provide a short-term disability insurance plan for all full-time employees upon completion of two (2) years (4,160 paid hours) of full-time employment. Those part-time employees who regularly work an average of thirty-two (32) or more hours per week and who have elected to receive or are receiving vacation, sick leave and holiday benefits, will be allowed to participate in the Employer provided short-term disability insurance plan subject to the eligibility requirements set forth in this section (upon completion of 4,160 paid hours).

13.11 Explanation of Benefits (EOB). An individual employee's "Explanation of Benefits" ("EOB") for medical, dental, vision, pharmacy and disability benefits shall be made available by the Employer's Third Party Administrator electronically for the employee's review.

ARTICLE XIV - EMPLOYMENT PRACTICES

14.1 Notice of Resignation. Permanent nurses shall give thirty (30) days' written notice of intended resignation where practicable, but in all cases, shall be required to give at least fourteen (14) days' notice. Failure to give the required notice shall result in loss of any accrued vacation benefits. The Employer shall waive this requirement when it determines that such notice was not possible due to circumstances beyond the nurse's control.

14.2 Notice of Termination. At least fourteen (14) days' written notice of termination of employment or pay in lieu thereof shall be given to the nurse by the Employer, plus any accrued vacation and holiday benefits due. Should the nurse be discharged for cause, he/she would thereby forfeit all benefits.

14.2.1 Termination Interview. At the time of termination, an exit interview is encouraged.

14.2.2 Termination. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a comparable job opening offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Employer and applicable to all nurses. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

14.3 Seniority Definition. Seniority shall mean all of a nurse's length of service with the Employer as a member of the bargaining unit from the most recent date of hire as a registered or resident nurse. Seniority shall not apply to a nurse until completion of the probationary period as defined in this contract. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from the most recent date of hire as a registered or resident nurse.

14.4 Layoff. Seniority shall be the determining factor for layoff, recall, and mandatory reduction in FTE status, provided that skills, competence and ability for the position in question are not over-riding factors in the judgment of the Employer. If a nurse disagrees with the Employer's determination as to skills, competence and ability, the nurse may appeal such determination by resorting to the Disputes Regarding Qualifications in Section 14.4.10 herein.

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

- a. **"Layoff"** shall mean any mandatory, permanent or prolonged full or partial reduction in a nurse's assigned FTE status.
- b. **"Qualified"** means the ability to independently provide safe, direct patient care for the standard caseload on the unit, based on the applicable job description. The nurse will receive one hundred twenty (120) hours of retraining, unless a shorter retraining time is mutually agreed upon by the nurse and supervisor.
- c. **"Open Position"** can be a current vacant position, a newly created position, or a position created by a displaced or laid off nurse designated by the Hospital.
- d. **"Displaced Nurse"** is a nurse whose position on a unit has been eliminated by the Hospital during a layoff, or whose assigned FTE status has been reduced.

- e. **“Comparable Position”** is a position with the same FTE status as the position held by the nurse prior to a layoff.

14.4.2 Notice of Layoff. A layoff is defined as an involuntary permanent or prolonged reduction for an indefinite period of time of the regularly scheduled hours (FTE) to any nurse employed by the hospital. The hospital shall provide the Association and all nurses on the affected unit(s) with twenty-one (21) calendar days' advance written notice of layoff. Upon request from the Association the parties shall meet within three (3) business days to discuss the timing, procedure and possible alternatives. All affected full-time and part-time nurses will be given advance, written notice or pay in lieu thereof twenty-one (21) calendar days prior to the individual nurse's layoff.

14.4.2.1 Seniority Roster. At the time of notification of a layoff, the Employer shall provide to the Association or to the Local Unit Chairperson a seniority list of all bargaining unit nurses identifying each nurse's seniority, unit, shift and FTE status.

14.4.3 Voluntary Reduction of Hours. Prior to implementing a layoff, the hospital will seek volunteers who are willing to reduce their regularly scheduled hours (FTE). Such volunteers shall be considered on layoff and shall retain full recall rights.

14.4.4 Application of Procedure. The following layoff procedure shall be available to any full-time or part-time nurse who, as a result of a layoff, experiences a mandatory reduction in the nurse's FTE.

14.4.5 Order of Layoff. In the event the hospital determines that it must reduce the hours on a unit, it shall first identify the unit requiring the reduction of hours. Then the following reductions shall be implemented.

14.4.5.1 Agency or Traveler Nurses. Except in cases of emergency, agency or traveler nurses shall not be called in to work when nurses are on layoff status.

14.4.5.2 Temporary and Probationary Nurses. All nurses who are still in their probationary status shall be laid off before a nurse with seniority will be placed on layoff status. No temporary positions will be filled while any qualified nurse for that position is on layoff status.

14.4.5.3 Least Senior Position. The hospital shall reduce the hours of the least senior full-time or part-time nurse on the unit and shift. The least senior position must be eliminated before the next-least senior position may be reduced.

14.4.6 Bumping Options. In the event of a layoff, affected nurses by seniority, shall have the following options to displace other nurses, provided the nurse is qualified to perform the duties of the bumped nurse.

- a. Intra-Unit. A nurse displaced off her/his shift may elect to displace the least senior nurse on another shift on the nurse's unit with the same or lesser FTE, or
- b. House-wide Low Seniority Roster. The displaced nurse may select a position from the Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the positions held by the least senior full-time and part-time nurses in the bargaining unit, including any vacant positions. The size of the Low Seniority Roster will be the four (4) least senior positions in the bargaining unit, plus an additional number of positions (moving up the seniority roster) equal to the number of nurses subject to layoff. [Example: If the positions of three (3) RN's are identified for layoff, the Low Seniority Roster would consist of the positions held by the seven (7) least senior nurses in the bargaining unit.] The most senior nurse whose position is subject to layoff shall be the first (1st) to select from the Low Seniority Roster. A nurse whose position has been identified for layoff and whose position would appear on the Low Seniority Roster may select only positions on the roster which are held by the least senior nurse.

If a nurse is unable to select a position off the Low Seniority Roster because of a lack of qualification for the position, additional positions moving up the seniority roster shall be added until a) a position is available for which the nurse is qualified, or b) the nurse's own position on the seniority roster is reached.

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

14.4.8 Recall. In the event of a layoff, the names of such nurses who have experienced a reduction in their status shall be placed upon a reinstatement roster for a period of one (1) year [twelve (12) calendar months] from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a comparable position.

When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, and the most senior nurse on such roster shall be first (1st) reinstated, provided the nurse is qualified for the position.

Upon re-employment from such register within twelve (12) calendar months, the nurse shall have all previously accrued benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

14.4.8.1 Notice of Recall. When an open position occurs, notice of recall shall be given in writing by certified mail to the most senior nurse on the recall list, provided that skills, competence, and ability for the position in question are not over-riding factors in the judgment of the Employer. Subject to the above qualifications, nurses on layoff shall be entitled to reinstatement prior to any nurses being newly hired or any nurse working outside the bargaining unit being transferred into a bargaining unit position.

14.4.8.2 Report Time. A recalled nurse who has been laid off will be allowed up to fourteen (14) calendar days to report to work after receipt of notice of recall.

14.4.9 Transfer to Per Diem Status. Without affecting their recall rights, nurses on layoff who are qualified may temporarily transfer to Per Diem status in accordance with Section 5.7 herein. A nurse who is on the reinstatement roster and who is also working per diem shall be recalled in the same order and manner as if the nurse was not working per diem. Nurses electing to transfer to Per Diem status shall complete a form listing the shifts and units where the nurse feels qualified to perform the work.

14.4.10 Disputes Regarding Qualifications. A nurse who is not allowed to go 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 position as determined by the Employer, may submit the issue to the Layoff Appeals Board (LAB).

- a. The LAB members shall include the designated Nurse Executive, a nurse manager (not to include managers of the affected unit(s)) and two (2) WSNA local unit officers or their designees who must be RN employees of GHCH. The LAB will meet with a mutually agreeable, impartial third party present. This third party will be a person who has clinical experience as a registered nurse and is not involved in direct management of any of the units in question. All five (5) members involved will vote by secret ballot. No abstentions.

The decision of the LAB shall be binding on the nurse(s) involved, without recourse to the grievance procedure.

- b. The nurse making the appeal will submit a written description of her/his qualification relevant to the disputed position. An appeal must be submitted, in writing, to the designated Nurse Executive and a WSNA local unit officer within three (3) business days (excluding date of notification) from the date the nurse was notified of a decision denying her/him the position. The LAB will meet with the nurse and the manager from the new unit within ten (10) business days after receipt of the appeal. An alternative date, if necessary, may be agreed to by all parties.

- c. The LAB shall consider all information provided by each party. Relevant information includes: clinical expertise, past experience, evaluations, certifications, education and other such documentation as the LAB deems are necessary and appropriate.
- d. At the conclusion of the meeting, any involved nurses will be informed of the decision reached by the LAB with a written follow-up within three (3) business days provided by the designated Nurse Executive. Copies will be given to the Manager and Association.
- e. If a nurse is unsuccessful in her/his appeal, the nurse may apply for any other position she/he believes to be qualified for in accordance with this Article 14.

14.5 Staffing. The Hospital is responsible for the development and implementation of all staffing plans for nursing. Cooperation between the Hospital and the Association is an important principle regarding patient care needs and staffing levels. To this end, it is recognized that nursing input into staffing decisions affecting patient care is desirable. Staffing plans are reviewed and modified as necessary, at least annually in accordance with the Hospital budget process.

14.5.1 Each patient care department will involve the Hospital's Nurse Staffing Committee's input and seek other staff nurse input into the development and modification of the unit's formal staffing plan. The Hospital will make the staffing plan available on each patient care unit in the facility. In the development of each unit's staffing plan, the following variables should be considered: patient care needs, patient activity (admissions, discharges and transfers), daily, weekly, monthly and seasonal census variations and patterns, patient length of stay, patient transports, use of patient restraints, level of RN training and experience, number and training of support personnel (skill mix), patient care delivery model, unit geography and other possible variables. As it deems necessary, provisions of the Washington State Practice Act, the Rules and Regulations of the Washington State Nursing Commission and the Standards of Nursing as developed by the Joint Commission of Accreditation of Healthcare Organization will be applied by the Hospital in staffing plan development. With the Nurse Staffing Committee's input, the Hospital will update the staffing plan annually, or more frequently if it determines necessary. The Hospital will inform the Association, through the Nurse Practice Committee, in the event of changes in the general staffing plan for nursing. The content of all staffing plans are not subject to the grievance procedure.

14.5.2 Temporary day-to-day adjustments to the staffing plans may be made based on the professional judgment of unit management, or designee, with input from charge nurses and staff nurses in the unit. These decisions will take into consideration the items

listed above as they relate to current patient care needs.

14.5.3 Staffing effectiveness by unit will be reviewed at the Nursing Practice Committee at least annually. Nurse specific measures for evaluating staffing effectiveness can include: patient falls, nosocomial infections, nosocomial pressure ulcers, staff work injuries, patient satisfaction scores, adverse drug events, and other possible variables. The Nurse Practice Committee will assist the Nurse Executive with the selection and monitoring of nurse specific measures. The Nurse Practice Committee can make recommendations to the Nurse Executive based on their review of these findings. The Nurse Executive will formally respond to recommendations from the Nurse Practice Committee within thirty (30) days.

14.5.4 Staffing Concerns. Should a nurse(s) believe there is an immediate workload/staffing problem, the nurse should bring that problem to the attention of unit management or, in their absence, the house supervisor as soon as the problem is identified. If a nurse(s) believes there is a continuous or potential workload/staffing problem, the nurse(s) should attempt to resolve the problem in discussions at the work unit level. Continuous or potential workload/staffing problems discussed at the work unit level that have not been resolved may be raised through the Nurse Practice Committee. The Nurse Practice Committee may determine that a unit-based work team would best address the workload/staffing problem raised. If the Nurse Practice Committee makes that determination, a sub-committee consisting of an appropriate number of staff nurses (as determined by the Nurse Practice Committee) who are from the unit and shift(s) experiencing the workload/staffing problem and appropriate representation of nursing management staff will meet to discuss the problem raised. The sub-committee(s) shall report its results to the Nurse Practice Committee.

14.6 Low Census/House Convenience. During temporary periods of low census/house convenience, the Employer will first (1st) ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will rotate low census/house convenience equitably among all registered nurses based on skill and ability as determined by the Employer, starting with the least senior nurse first. If an individual volunteers to take a low census/house convenience day off, or if the nurse takes a vacation day on that low census/house convenience day, it shall be counted as low census for the purposes of the rotation list. Regular full- or part-time nurses shall be given priority over any flight, agency, traveler, non-permanent, registry or Per Diem nurses for filling staffing needs.

After reporting for work, if a nurse is assigned low census by the Employer, Section 14.7, Report Pay, will apply and the Employer will assign low census to the nurse for the remainder of the shift. If the Employer calls the nurse at home on a regularly scheduled work day and assigns the nurse low census, the Employer will assign low census to the nurse for the entire shift.

14.6.1 Low Census/House Convenience On-call. Nurses assigned to low census/house convenience may be placed on-call for their low census/house convenience shift if mutually agreed upon by the nurse and the Employer. If called back to work while on-call, the provisions of Sections 8.5 and 8.5.1 shall apply.

14.6.2 Low Census/House Convenience Accrual. Low census/house convenience hours shall count for purposes of accruing vacation, sick leave, hours toward annual increments, and medical, dental and vision insurance.

14.7 Report Pay. Nurses who report for work as scheduled and who are sent home because of low census/house convenience, or other lack of work, shall be given four (4) hours' pay at the nurse's regular rate. This provision shall also apply to nurses who are notified at home less than one and one-half (1 1/2) hours before the beginning of their shift that no work is available. If the nurse has no residential phone, she/he shall provide the nursing office with an alternative phone contact. In the event a nurse has no residential phone or has not provided the Nursing Office with an alternative phone contact, such nurse shall not be eligible for Report Pay as specified herein.

14.7.1 In the event the Employer attempts to call the nurse by phone at least twice [with at least a fifteen (15) minute interval] and the attempt to call is verified by authorized personnel, then the Employer shall send the nurse home upon reporting to work with no report pay. The Employer shall make these calls between 0445 and 0515 for day shift; 1245 and 1315 for evening shift and 2045 and 2115 for night shift.

14.8 Discharge for Cause. Except for such reasons as permanent reduction in operations, discharge and discipline shall be only for cause.

14.8.1 Disciplinary Meeting Representation. A nurse shall have the right to request Association representation during any meeting with the Employer in which the nurse is told, or he/she reasonably believes, that the result of such meeting would be to impose discipline on the nurse.

14.9 Travel with Patient. A registered nurse who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, helicopter or other approved conveyance, shall be considered to be in the employ of the Hospital, unless by mutual agreement in writing between the nurse and Hospital Administration stating specifically and in advance that other arrangements have been made. If the return trip to the Hospital is not to be by such conveyance in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure. The pay for a nurse accompanying a patient in transport during the nurse's regularly scheduled shift, shall be at the nurse's regular rate of pay. The pay for a nurse accompanying a patient in transport, which extends beyond the end of their regularly scheduled shift, will qualify for overtime as defined in Section 6.6, Overtime. The pay for a nurse's return to the Hospital without the patient shall be at the overtime rate if beyond the nurse's regular

scheduled shift. A nurse in such travel with a patient status shall near time of departure receive a total of twenty dollars (\$20) cash from the Hospital to be used for a meal, as needed, subject to return of any change and receipts for proof of reasonable and appropriate use.

14.10 Monthly Work Schedules. The Employer will post the monthly work schedule by the fifteenth (15th) of the month prior to its effective date. The posted schedule shall include the hours and shift which the nurse will work. Changes to the posted schedule may only be made with the consent of the nurse scheduled. Special requests for days off shall be submitted by the tenth (10th) of the month prior to the schedule's effective date. It is the nurse's responsibility to find her/his own replacement for changes subsequent to posting that will not result in overtime.

14.11 Orientation and Inservice. The Employer will maintain an active and comprehensive orientation program for new hires to orient the nurse to Hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in their job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of conferences, floor and/or shift work. Through the Nurse Practice Committee, suggestions for additions, modifications, and deletions of orientation content may be discussed.

14.12 Inservice Education/Staff Development. A regular inservice education program shall be maintained and made available to all personnel with programs posted in advance. The posting shall indicate if attendance is mandatory. Mandatory inservice education programs shall be made available to all shifts and shall be paid at the nurse's regular hourly rate of pay, unless attending the inservice puts the nurse into an overtime situation, and then overtime shall be paid. The purpose of the inservices will be to keep the nursing staff current in new and expanding nursing care, techniques, equipment and concepts of care. Topics to be offered will be determined by input from nurses and the Staff Development Department. The Nurse Practice Committee will discuss ways to make educational programs available on all shifts.

14.13 Personnel File. Personnel records will be maintained for each nurse. Pre-employment references shall not be made available to the nurse. By appointment, nurses may inspect their personnel records. A nurse shall receive a copy of all written disciplinary actions and performance appraisals at the time they are given. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Verbal disciplinary documentation will be removed from the nurse's file after one (1) year. Documentation regarding conditions at date of hire (rate of pay, unit, shift and hours worked), reason for termination, permanent change in status, pay or shift, or leaves of absence shall be in writing with a copy given to the nurse at the time of the action.

14.14 Temporary Shift Rotation. The Employer will rotate shifts only when all other reasonable alternatives have been utilized. The Employer will first (1st) ask for volunteers in a unit, and if there are no qualified volunteers, as determined by the Employer, shift rotation will be assigned equitably, beginning with the least senior nurse, only after first informing the nurses

involved. A temporary rotation shall not exceed thirty (30) calendar days. Such required rotations shall be limited to one (1) occurrence no more frequently than once every six (6) months.

14.15 Floating/Cross-Training. The Employer will provide and implement a cross-training program consistent with the Hospital's staffing needs. Nurses will be required to work only in those areas to which they have received adequate orientation or cross-training. Adequate cross-training will be defined by the Employer with input from the nurse(s) involved. Nurses who float to different units will be required to perform tasks or procedures for which they have been recently oriented and not be required to take charge. Nurses who float will be expected to perform all basic nursing functions. Suggestions for additions, modifications and deletions of floating/cross-training may be discussed with the Department Manager and if unresolved, may be an item of discussion for the Nurse Practice Committee.

14.16 Job Posting. Notices of all vacancies in existing RN positions to be filled shall be posted on a designated bulletin board at least seven (7) calendar days, in order to provide presently employed nurses the first opportunity to apply. The posting will describe the position, unit, FTE status, shift, date of commencement, date of posting and whether it is a staff nurse or a management position. All posted positions will stay posted until they are filled or until a decision is made not to fill the position. To be considered for the position, the nurse must indicate such interest to the Human Resources Office in writing. All written requests will be considered as an application. Seniority shall be the determining factor in filling such vacancies, provided that skills, competence, and ability for the position in question are not over-riding factors in the judgment of the Employer. All currently employed nurses applying for the position will be notified in writing if they did not receive the job. Transfers will be made within sixty (60) calendar days or the nurse will receive written notice explaining the reason for a delay beyond sixty (60) days. The Local Unit Chairperson may make a copy of any RN posting during normal business hours in the Human Resources office.

ARTICLE XV - RETIREMENT PLAN

15.1 The Employer agrees to continue its present plan in effect, or a substantially equivalent plan, with the intention of reviewing plan documents to ensure compliance with the federal law. Upon request, the Employer will provide the RN with a copy of the Plan's Summary Plan Description.

ARTICLE XVI - COMMITTEES

16.1 Committee Structure. There shall be established a Nursing Practice Committee consisting of up to five (5) representatives of the nurses in the bargaining unit and up to five (5) representatives from Nursing Administration, one (1) of whom shall be the Assistant

Administrator of Patient Services or a substitute designated by the designated Nurse Executive. Either party may invite other resource persons to a given committee meeting, with prior notification to the other party. All committee members may contribute agenda items, and minutes shall be kept of all meetings with copies of the minutes distributed to the bargaining unit nurses and the Employer. The committee shall meet at times as mutually agreed by the committee members, but in any event no less than once each quarter. An annual schedule of committee meetings shall be created by the committee and disseminated to all committee members no later than January 1st of each year. Each committee member shall be compensated at the nurse's regular rate for the time spent attending committee meetings.

16.2 Committee Purpose and Scope. The purpose of the Nursing Practice Committee is to foster problem-solving pertaining to this Agreement through improved communications between nursing management and the nursing staff. The scope of this committee is to assist in the interpretation and application of this Agreement to staff nurses and nursing supervision, and to discuss matters pertaining to nursing practice and patient care, including, but not limited to, utilization of nursing personnel, workloads and acuity staffing.

16.3 Committee Function and Limitation. The function of the Nursing Practice Committee shall be limited to an advisory capacity only, and it shall not address any subjects pertaining to collective bargaining, nor formal grievance matters within the jurisdiction of Article XVII herein.

Article 16 Special Note.

Drug Free Workplace Policy. Any such Drug Free Workplace policy affecting bargaining unit RNs must be ratified by members of WSNA prior to implementation.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties of this Agreement that grievances be adjusted informally whenever possible and at the first (1st) level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

17.3 Grievance Procedure. If any grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure.

17.3.1 Step 1 - Nurse and Immediate Supervisor. If any nurse has a grievance, as defined herein, the nurse shall first present the grievance in writing to the nurse's immediate supervisor (with a copy to the Employer's Human Resources Department) within fourteen (14) calendar days from the date that the nurse was aware that the grievance existed. The written grievance shall contain a description of the alleged contract violation, the date it occurred and the corrective action the grievant is requesting. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse and the designated Local Unit Officer within fourteen (14) calendar days following receipt of the written grievance.

17.3.2 Step 2 - Nurse and Designated Nurse Executive. If the matter cannot be resolved to the nurse's satisfaction at Step 1, the nurse shall present the written grievance to the designated Nurse Executive or designee (with a copy to the Employer's Human Resources Department) within ten (10) calendar days from the date of receipt of the Step 1 written reply from the immediate Supervisor. A conference between the nurse (and the Local Unit Representative if requested by the grievant) and the designated Nurse Executive shall be held within ten (10) calendar days for the purpose of resolving the grievance. The designated Nurse Executive shall endeavor to resolve the grievance and will respond in writing to the grievant and the designated Local Unit Officer within fourteen (14) calendar days following the Step 2 meeting.

17.3.3 Step 3 - Administrator and Association Rep. If the nurse is not satisfied with the reply in Step 2, the nurse may present the written grievance to the Hospital Administrator or designee (with a copy to the Employer's Human Resources Department) within seven (7) calendar days of the Step 2 decision. The Administrator and Association Representative shall meet within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Administrator shall issue a written reply to the Association Representative and the grievant within fourteen (14) calendar days following the Step 3 meeting.

17.3.4 Step 4 – Arbitration. If the grievance is not settled on the basis of the foregoing procedure, the Association may submit the issue in writing to final and binding arbitration ten (10) calendar days following the decision in Step 3 above. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an arbitrator. If the Employer and the Association fail to agree on the arbitrator, a list of thirteen (13) arbitrators from Washington or Oregon shall be requested from the Federal Mediation and Conciliation Service. The grieving party shall strike the first (1st) name. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority or power to add to, delete from or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE XVIII - UNINTERRUPTED PATIENT CARE

The parties to this Agreement realize that this hospital and other health care institutions provide special and essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in a strike, sympathy strike, picketing, walk-out, slowdown, boycott or other interference with the operation of the Employer in the delivery of healthcare, nor shall any nurse miss work due to the refusal to cross another labor organization's picket line established against the Employer. During any labor dispute against the Employer, nurses shall not be required to perform non-nursing duties.

ARTICLE XIX - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of state or federal laws, such provisions shall be superseded by the appropriate provision of such law or regulation so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XX - COMPLETE AGREEMENT

20.1 The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement.

20.1.1 Therefore, each of the parties hereto, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they

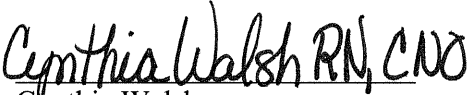
negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.


ARTICLE XXI - DURATION OF AGREEMENT

The effective date of this Agreement shall be November 1, 2010, and shall continue until and including October 31, 2013. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date, of its intent to negotiate an agreement. Should such notice be served, bargaining shall commence at a time mutually agreed upon by the parties.


GRAYS HARBOR COMMUNITY
HOSPITAL



Thomas Jensen
Chief Executive Officer


Cynthia Walsh
Chief Nursing Officer


Julie D. Feller
Vice President, Human Resources

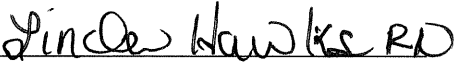
WASHINGTON STATE NURSES
ASSOCIATION


Sherri Robinson, RNC
Local Unit Co-Chair



Casey Watkins, RNC
Local Unit Co-Chair


Debra Brogan, RNC



Roberta Gerard, RNC

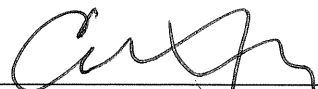

Linda Hawks, RN


Claudia Russell, RNC


Carleen S. Stum, RN


Lisha Schnoor, RN


Judy Marken, RN
WSNA Nursing Representative


Carson Glickman-Flora, WSNA Counsel

APPENDIX A

MEDICAL PLAN BENEFIT INFORMATION

The following information provides details about the changes to the medical, dental and prescription benefits negotiated this contract:

1. Pharmacy Benefit
 - Remove Pharmacy benefit from Major Medical (Note: will *not* count towards Major Medical/out of pocket maximum per person per year – separate plan/benefit with own OOP.)
Annual pharmacy benefits deductible: \$50 for employee, \$150 for family for pharmacy charges for calendar year.
 - Prescription costs will *not* count towards Major Medical deductible
 - Generic drugs will continue at 80/20 reimbursement rate
 - Namebrand drugs with no generic available will be 80/20
 - Other Namebrand drugs will be 70/30
 - Generic maintenance drugs [90 day supply may be filled at any pharmacy (not just Express-Script)]
 - Engage a Pharmacy Benefit Management process in order for claims to be adjudicated at time prescription is filled so that employees only pay the portion of the prescription cost necessary.
 - Eliminate the majority of need for employees to submit prescription claims for reimbursement.
2. Out of Pocket Maximum - Medical
 - Modify current out of pocket maximum to a total of \$2000 per person per year.
 - Exclude from this amount all dollars written off by the hospital for employees and dependents related to in-patient and Day Surgery care and not actually paid for by the employee.
3. Diabetic Education
 - Maintain/Improve current Diabetic Education benefit by waiving the annual deductible for these expenses and covering the costs of 100% up to the \$1200 lifetime maximum.
4. Smoking Cessation Program
 - In addition continue coverage for smoking cessation prescriptions under medical benefit,
 - Continue smoking cessation program benefit of up to \$500 per person per year maximum, waive the deductible and cover the costs at 100%.

5. Dental Deductible
 - Maintain the annual dental deductible at \$50 per person (\$150 per family) per calendar year for services covered by the deductible.
6. Dental Implants
 - Maintain dental implants as a benefit to the same group as crowns and bridges, covered to 50% of UCR up to the yearly maximum of \$1500 per person.
7. Dependent Premiums [See percentage schedule changes over three (3) years of CBA, as shown in Section 13.3.1 and Section 13.3.2, of Section 13.3, Group Medical Insurance.]

Note: Non-spouse dependents older than eighteen (18) years old, but younger than twenty-five (25) years old may be covered under the group medical, dental and pharmacy benefits, but only if the dependent is a full-time student, as will be defined and determined by the Plan.

Information from previous contract negotiations related to medical plan benefits:

Emergency Room. Employee shall pay thirty dollars (\$30) for any ER visit. The thirty dollar (\$30) charge will be waived in those cases which constitute a medical emergency defined as:

An unexpected illness or injury causing severe symptoms which could reasonably result in further disability or death if the individual does not seek immediate medical treatment. Examples of medical emergencies include, but are not limited to:

Acute, severe abdominal pain

Poisonings (foods, accidental drugs, etc.)

Continual vomiting

Acute chest pains (angina, suspected heart attack, pneumothorax)

Asthma

Allergic reaction to drugs

Convulsions

Coma, Syncope

Shock

Hemorrhage

Suspected broken bones or lacerations

Urinary retention, acute

Epistaxis (severe nose bleed)

Dangerously high fever

Utilization Management.

1. **All hospital admissions must be pre-notified, unless the incident is a life-threatening emergency.**
2. The utilization management company will track the patient while admitted and do contingent stay review.
3. The utilization management company will participate in all discharge planning.

Employee Discount.

The following medical services, when provided by Grays Harbor Community Hospital will be paid in full by the Employer after the deductible/co-pay has been satisfied by writing off the remaining inpatient charges, including any charges which are in excess of the usual and customary rate:

1. All Grays Harbor Community Hospital inpatient services (NOT including treatment for chemical dependency).
2. Those services where an inpatient is discharged from Grays Harbor Community Hospital and service related to the inpatient stay is performed within forty-eight (48) hours of discharge.
3. Services performed during a Short Stay Admission and a Same Day Admission. "Short Stay" is defined as an inpatient, overnight, up to twenty-four (24) hour stay. "Same Day" is defined as those medical procedures which are performed on an in-and-out basis with the patient staying less than twenty-four (24) hours and not overnight.

All other charges will be subject to the deductible and co-payment conditions as set forth in the Plan Document.

APPENDIX B

TWELVE (12) HOUR SCHEDULE CLARIFICATION

In consideration of clarifying the language contained in Section 6.5.1, Twelve (12) Hour Schedule, all parties agree that the following examples listed below appropriately define how this language will be implemented.

1. Nurse works three 12-hour shifts and is called in for a 12-hour shift.
 - Will be paid 36 straight time hours, and 12 hours' overtime per Section 6.7.1 (Work On Day Off).

2. Nurse works three 12-hour shifts and requests to work an extra 12-hour shift.
 - Will be paid 40 straight time hours, and 8 hours' overtime (actual time worked over 40 hours).

This Section will also apply if you agree or volunteer to work prescheduled extra shifts.

3. Nurse works three 12-hour shifts and receives 8 hours' Education Leave.
 - Will be paid 36 straight time hours, and 8 hours' straight time pay for the Education Leave.

4. Nurse works three 12-hour shifts and 8 hours' Mandatory Education Leave.
 - Will be paid 40 straight time hours, and 4 hours overtime (actual time worked over 40 hours) per contract Sections 6.5.1 and 14.12.

5. Nurse works two 12-hour shifts and 8 hours' Mandatory Education Leave.
 - Will be paid 32 straight time hours.

6. Nurse works two 12-hour shifts and 8 (or more) hours' Education Leave.
 - Will be paid 32 straight time hours. (If two Ed. days are taken, would be paid 40 straight time hours.)

7. Nurse is scheduled three 12-hour shifts, works two shifts and is given low census for one shift.
 - Will be paid 24 straight time hours. Will receive 12 hours' low census.

8. Nurse is scheduled three 12-hour shifts, works two shifts and is placed on-call for one shift by the supervisor.

- Will be paid 24 straight time hours, 12 hours' on-call and any appropriate callback pay.

LETTER OF UNDERSTANDING

1. During December of each year, a nurse with more than three hundred fifty (350) hours of accrued and unused vacation leave will meet with the Hospital's Nurse Executive, or designee, to assist the nurse in developing a leave utilization plan for the following year that takes into account the nurse's circumstances.

For Grays Harbor Community Hospital:

For Washington State Nurses Association:

By: _____
Its _____

By: _____
Its _____

Date

Date