

COLLECTIVE BARGAINING AGREEMENT

By and Between

HOLY FAMILY HOSPITAL

and the

WASHINGTON STATE NURSES ASSOCIATION

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## **ARTICLE 1 – PREAMBLE**

**1.1** This Agreement is made by and between Holy Family Hospital, Spokane, Washington, hereinafter referred to as the "Hospital" or the "Employer", and the Washington State Nurses Association, hereinafter referred to as the "Association".

**1.2** The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and such other conditions of employment.

## **ARTICLE 2 - RECOGNITION**

**2.1** The Hospital recognizes the Association as the sole bargaining representative for all registered nurses whose classifications appear in Article 6 of this Agreement and will deal with its authorized representatives with respect to wages, hours, working conditions and adjustment of grievances as specified in this Agreement.

## **ARTICLE 3 - NON-DISCRIMINATION**

**3.1** Except as permitted by law, the Hospital and the Association agree there shall be no discrimination against any nurse because of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation or handicap unless any one of the foregoing factors constitutes a bona fide occupational qualification.

**3.2** No nurse shall be discriminated against because of membership or non-membership in the Association, nor on account of legitimate activities on behalf of the Association, or in the proper administration of this Agreement.

## **ARTICLE 4 - MANAGEMENT RESPONSIBILITIES (RIGHTS)**

The Association recognizes that the Hospital has the obligation of serving the public with quality medical care, efficiently and economically, and of meeting medical emergencies. It is recognized that the operation and management of the Hospital and the full direction of the work force is the function and responsibility of management. The operation of the Hospital and the direction of the work force shall not conflict with the provisions of this Agreement.

## **ARTICLE 5 - ASSOCIATION MEMBERSHIP/ACTIVITY**

**5.1 Membership. Current Employees:** All nurses covered by this Agreement, who were hired on or before March 2, 2005, and are members of the Association or in the future voluntarily become members of the Association shall, as a condition of employment thereafter, remain members in good standing for the duration of this Agreement. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

New Hires: It shall be a condition of employment that all nurses covered by this Agreement who are hired after March 2, 2005, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association.

Nurses who fail to comply with this membership requirement shall be discharged by the Hospital within thirty (30) calendar days after receiving written notice from the Association, unless the nurse fulfills the membership obligation set forth in this Agreement. Association membership applications and payroll authorization will be distributed to each new nurse. The Hospital will notify nurses of the membership requirement at time of hire.

5.1.1 Any employee who is a member of and adheres to established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. In the alternative, the nurse will be required to pay a monthly amount equal to the Association membership fee to a non-religious charitable organization.

5.1.2 **Hold Harmless.** The Association will indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any action taken by the Hospital to terminate an employee's employment in accordance with this Article.

**5.2 Dues Deduction.** The Hospital shall deduct Association dues from the pay of all nurse members of the Association upon written authorization from the individual nurse.

Dues shall be transmitted each month to the office of the Association along with a complete list of nurses on payroll deduction.

The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse.

**5.3 Employee Roster.** Semi-annually, in the months of November and May, the Hospital will provide to the Association, via electronic spreadsheet attachment to email, a complete list of employees covered by this Agreement. The list will include the name, address, home telephone,

budgeted hours, department, employee identification number, hourly rate of pay, most recent date of hire into the bargaining unit and original date of hire for each employee. In addition, the Hospital will provide to the Association, via electronic spreadsheet attachment to email, a monthly roster of new hires and terminations that includes the name, address, home telephone, budgeted hours, department, employee identification number, hourly rate of pay, most recent date of hire into the bargaining unit and original date of hire.

**5.4 Bulletin Board.** A bulletin board shall be provided in each nursing unit lounge for use by the Local Unit.

**5.5 Association Activity - Visitation.** The Hospital shall allow a representative of the Association to visit the Hospital at all reasonable times to assist in adjusting grievances and in the administration of this Agreement.

After normal business hours, the Association representative will contact the shift supervisor when entering the Hospital. Such visits shall not take precedence over patient care nor shall business conducted by the Association representative be conducted in any patient care area of the Hospital.

**5.6 Local Unit Chairperson.** The Hospital agrees to recognize the Local Unit Chairperson or designee elected by the Local Unit, who may receive complaints and process grievances provided that such activity does not interfere with the work assignments of the Local Unit Chairperson or designee or other nurses. Wherever possible, grievances will be processed on break or lunch time and not in work, patient care, or visitor reception areas, unless management approves that work time be used. Other time spent by nurses on Association matters shall not be paid by the Hospital.

**5.7 Distribution of Agreement.** The Association will distribute copies of this Agreement to all Registered Nurses. The Association will provide copies of this Agreement (with cover letter approved by both parties, membership application and payroll deduction card attached) to the Hospital to distribute to all newly hired nurses during the term of this Agreement. The Hospital agrees to pay one-half the cost of the publication of a reasonable number of copies of this Agreement.

**5.8 New Hires.** The Local Unit will be permitted use of Hospital facilities to videotape a presentation to new nurses. Such presentation shall be made to all newly employed nurses. A member of the Local Unit may attend such presentations provided it is on a member's non-paid time. Non-paid time will include lunch breaks, provided that such attendance by the member does not jeopardize patient care on a given unit. The length of the presentation will not exceed thirty minutes.

## ARTICLE 6 - DEFINITIONS

**6.1 General Duty Staff Nurse.** A nurse employed by the Hospital who is responsible for direct and/or indirect patient care.

**6.2 Charge Nurse.** A nurse directed by supervision to assume responsibility for an organized unit for a specific shift. A charge nurse will be assigned for each unit and shift except when the Unit Director/unit coordinator is designated charge. Charge nurse assignments may be designated or rotated. Charge nurses will accept direct patient care assignments based on unit-specific staffing guidelines but taking into account the additional charge nurse duties as defined by the Charge Nurse job description addendum (the evaluation portion of that addendum will be reviewed by the peer evaluation task force). Supervision will consult with the Charge Nurse regarding volume decisions.

**6.3 Assistant Coordinator Nurse.** A nurse assigned by management to designated unit responsibilities such as scheduling, performance improvement and other support functions assigned by the unit Director in addition to performing staff RN duties.

**6.4 Full-time Nurse.** A nurse who regularly works a minimum of 70 hours per pay period. It is understood that full-time nurses are scheduled for 80 hours per pay period with the exception of mutually agreed upon innovative schedules.

**6.5 Part-Time Nurse.** A nurse who is regularly scheduled to work less than thirty-five (35) hours in seven (7) days or less than seventy (70) hours in fourteen (14) days. A part-time nurse shall have FTE status stipulated in writing.

**6.6 Supplemental Nurse.** A nurse who works on a non-regularly scheduled basis; such nurse receives a salary premium above the appropriate longevity step in lieu of all other benefits, with the exception of shift differential pay, charge nurse premium, CRN premium and pension plan, if qualified.

Supplemental nurses who make themselves available a minimum of 24 hours per week will be entitled to self-pay medical insurance premiums subject to plan availability from independent third party carriers.

Supplemental nurses shall be scheduled after all full and part -time nurses are scheduled up to their FTE. Supplemental nurses are expected to fill in for vacancies, holidays (one major, Thanksgiving or Christmas, alternatively and one minor per calendar year), sick leave, leave of absence and episodic increased census according to established policies. Supplemental nurses are expected to contact the Staffing office when her/his availability is altered and at that time should indicate an additional day(s) to replace the day(s) she/he is not available. Supplemental nurses shall have the right to decline offers to work unless already scheduled (by mutual agreement) but may be subject to termination if the nurse consistently refuses to work or is consistently unavailable.

To facilitate the assessment of continued competency, supplemental nurses who do not work at least sixteen (16) shifts during a calendar year will be given the option of either resigning their position or increasing their availability to a higher level category in order to assure that there are minimum of sixteen (16) shifts worked on an annual basis. In June of each year, any supplemental nurse who has not worked a minimum of eight (8) shifts during the calendar year shall be provided a written notice from the Hospital notifying the nurse that she/he is not on track to meet the requirements of this provision. In the event a supplemental nurse is not able to achieve the minimum work, their position shall be eliminated.

Supplemental nurses may indicate blocks of unavailable time based on seniority according to the following schedule:

- 1 - 3 years - four (4) calendar weeks per year
- 4 - 9 years - six (6) calendar weeks per year
- 10 or more years - eight (8) calendar weeks per year

One-half (1/2) of the block of unavailable time may be taken during Prime Time and one-half (1/2) of the block of unavailable time may be taken during non-Prime Time. During the holiday season unavailable time blocks will be limited to one week.

Supplemental nurses will be the first called off in the event of low census, if there are no volunteers from regular assigned staff for low census. If there is a need to float to another unit, any scheduled supplemental nurses will take their turn in the unit float rotation.

Regular full-time and part-time nurses who change status to supplemental shall be paid accrued vacation and unused personal holiday hours at the time of the status change. Sick leave will be banked pending resumption of full-time and part-time status. Any change in status from regular full-time or part-time to supplemental shall be with the mutual agreement between the Hospital and the nurse.

**6.7 Preceptor.** An experienced nurse who is proficient in teaching new skills and is assigned the primary responsibility of planning and implementation of new skill development and to serve as a resource for orientees, RN interns, other care providers obtaining IV certification, Dedicated Education Unit, Senior Practicum Students and other nurses as designated by the Hospital. A preceptor shall work on a one-on-one basis with the orientee. Inherent in the preceptor role is the responsibility for specific, criteria-based education and training. Before assigning a nurse to the floor, the Hospital will ensure that the nurse has completed House Orientation. All hours assigned as preceptor will be compensated at the preceptor rate of pay.

Preceptor pay shall be paid in addition to certification pay. Nurses assigned as preceptor will receive sufficient orientation prior to assuming the preceptor role. Preceptor duties will be

considered in direct patient care assignments and Charge assignments. Insofar as is possible, preceptors will be determined by a participative process.

**6.8 Certified Nurse.** Nurses certified by a national professional nurses organization and assigned by the Hospital to a unit for which the nurse is certified, shall receive a certification premium.

## ARTICLE 7 - HOURS OF WORK/SCHEDULING

**7.1 Standard Shift.** A standard shift shall consist of eight hours to be completed within eight and one-half consecutive hours with not less than a thirty minute meal period on the nurse's own time.

Where mutually agreeable to the Hospital and individual nurse, a standard work shift may consist of ten hours work within ten and one half consecutive hours where the work pattern is based upon four ten-hour days equaling a standard work week, or twelve hours within twelve and one-half consecutive hours where the work pattern is based upon three twelve hour days in a standard work week. If the nurse agrees, he/she may be scheduled or called in to work less than eight hours

**7.2 Standard Work Week.** The standard work week shall consist of forty hours of work within a seven day period commencing on Monday and ending on a Sunday. Ten and Twelve hour RN's shall be scheduled for two consecutive full days off per work week.

Eight hour shift RN's shall be scheduled for four full days off in a two week period. Days off shall not be scheduled in increments of less than 2 days, unless agreeable to the nurse.

### **7.3 Scheduling.**

- a) Work schedules are approved by the Unit Director of each unit and will be coordinated with the central staffing office.
- b) All schedules shall be for six (6) weeks and shall be posted at least two weeks before they are to take effect.
- c) Posted work schedules shall not specify work in excess of the standard shift, standard work week or FTE status without the consent of the nurse(s) involved during the scheduling period.
- d) Changes desired by a nurse in the posted schedule must be mutually agreed upon by the nurse and the Unit Director. Nurses must arrange their own replacement

acceptable to the supervisor involved. The Hospital may not change a posted schedule without the express consent of the affected nurse(s).

- e) Full-time and part-time nurses shall be permitted to utilize supplemental nurses to the extent they are available, in order to cover individual requests for time off, provided prior approval has been given by the unit director. House needs, as appropriate, will be considered before approval is given. If approval is given for a day the supplemental nurse has indicated availability, then another day must be given for unit availability up to the minimum requirements. If Supplemental has not indicated availability, approval will be given.
- f) In order to maintain continuity of care, weekends shall be adequately staffed.
- g) The Hospital will attempt to schedule regular part-time nurses to work consecutive days.

**7.4 Innovative Schedules.** Innovative schedules may be established with the mutual consent of the hospital and affected nurse(s). Innovative schedules may be initiated by either party. The Association shall have fourteen (14) days to review and comment on the proposed schedule before mutual consent occurs. Specific components of the schedule will be specifically addressed. Otherwise, all terms and conditions of the contract shall apply.

**7.5 Rest Period.** A fifteen minute rest period in each four hour period shall be provided each nurse. Restrooms, lockers and facilities shall be provided.

**7.6 Split Shifts.** There shall be no split shifts unless mutually agreeable to both nurse and hospital.

**7.7 Shift Rotation.** In the event that shift rotation is necessary, the Hospital will make a good faith effort to find volunteers from Hospital staff. If the Hospital is unable to obtain volunteers, shift rotations will be assigned on an equitable basis, after first consulting with the nurses involved. The Hospital will use shift rotation only when there are no other reasonable alternatives. Mandatory shift rotation shall not last longer than 6 weeks for individual nurses at any one time.

**7.8 Seeking Volunteers.** The Hospital will make a good faith effort to find staff on a voluntary basis to fill in for scheduled vacations, days off, holidays or sick time on any shift. If volunteers cannot be found, the Hospital will assign staff on a rotating basis, avoiding undue hardship where possible.

Full time and part-time nurses may indicate their intention to not work additional hours by indicating non-availability on the schedule.

**7.9 Travel with Patients.** When a nurse covered by this Agreement is required by the Hospital to accompany a Hospital patient off hospital premises, the nurse shall be considered in the employ of the Hospital and all provisions of this Agreement shall apply. The Hospital shall compensate the nurse for all necessary expenses incurred by the nurse under said circumstances.

## **ARTICLE 8 - HOURS OF WORK/PAY PRACTICES**

**8.1 Time Paid Computation.** Time paid for shall be considered as time worked for purposes of computing salary, seniority and benefits.

**8.2 Overtime.** Overtime shall be compensated for at the rate of time and one-half (1-1/2) the regular rate of pay on the following basis:

### **8/80 Nurses:**

- a. For the first four (4) hours worked in excess of eight (8) hours in one (1) day:
- b. For the first eight (8) hours worked in excess of eighty (80) hours worked in one pay period.

### **10 Hour Shift Nurses:**

- a. For the first two (2) hours worked in excess of ten (10) hours.
- b. For hours worked in excess of forty (40) in the established work week.

### **12 Hour Shift Nurses:**

- a. Not applicable.
- b. For worked hours in excess of forty (40) in the established work week.

Overtime at the rate of double time (2x) the regular rate of pay will be paid on the following basis:

### **8/80, 10, and 12 Hour Shift Nurses:**

- a. For all hours worked in excess of twelve (12) hours in a nurses work day, provided the overtime extends at least one (1) consecutive hour beyond the end of the normal workday. Overtime for a twelve (12) hour nurse of less than one (1) hour will be paid at time and one-half (1 1/2).

- b. For all hours worked in excess of one hundred (100) in a pay period. Only assigned standard shifts and additional work within a 24 hour period which equal four (4) hours or greater will be counted toward the one hundred (100) hours. Non productive hours may not be counted toward the one hundred (100) hour total for purposes of double (2x) time.

**8.2.1** Overtime provisions of this Agreement will not be pyramided with respect to the same hours.

**8.2.2 Overtime Authorization.** All overtime must be properly authorized by supervision.

**8.3 Weekend Work.** The Employer will make a good faith effort to schedule all regular full and part time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Weekends normally scheduled off shall be compensated at the premium rate. This premium pay provision shall not apply to a nurse scheduled to work a second weekend at the nurse's request nor to a nurse requesting more frequent weekend duty. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and/or Sunday. For third (night) shift nurses, the weekend shall be defined as Friday and/or Saturday night.

**8.4 Time Off Between Shifts.** In scheduling assignments the Hospital will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between eight (8) and ten (10) hour shifts, or with less than ten (10) hours off duty between twelve (12) hour shifts, all time worked thereafter shall be at time and one-half (1 1/2), until such time as the nurse has at least twelve (12) hours off. A nurse whose callback assignment equals three (3) or more cumulative worked hours in a 24-hour period and who has less than twelve (12) hours off duty before the next shift shall be paid at time and one-half (1 1/2) the regular rate of pay for the subsequent shift.

Nurses who are required to attend inservices of less than two (2) hours in duration shall not be entitled to count such time in the calculation of time off between shifts.

**8.5 Work in Advance of Shift.** When a nurse, at the request of the Hospital, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one half times the nurse's regular rate.

**8.6 Work on a Scheduled Day Off.** Any nurse (full-time, part-time or supplemental) called in within the first thirty (30) minutes of the start of the shift on the nurse's day off shall be paid for eight (8) hours if they arrive within one (1) hour of receiving the call, unless the nurse

regularly works less than an eight-hour shift. A full-time nurse shall receive one and one-half (1 1/2) times the regular rate of pay for actual hours worked. A part-time nurse shall receive the regular rate for eight (8) hours and the appropriate overtime rate for any additional hours.

**8.6.1** If a full or part-time nurse voluntarily agrees to work a predetermined shift of fewer than the standard eight (8) hour shift, said nurse will receive the appropriate rate of pay as referenced above for the work hours agreed upon. If the work assignment exceeds the number of hours agreed upon by more than one-half hour, the nurse shall receive time and one half (1 1/2) for all time worked beyond the stipulated hours. Overtime will be paid at the appropriate rate. Supplemental nurses may be low censused at any time during the shift and will receive the appropriate pay.

**8.7 Pyramiding.** The Association and the Hospital agree that premiums paid for Weekend Work (8.3), Time Off Between Shifts (8.4), Work in Advance of Shift (8.5) and Work on Scheduled day off (8.6) may be credited against any overtime payment due at the end of the scheduled forty (40) hour period for 10 and 12 hour nurses and at the end of the scheduled eighty (80) hour period for 8 hour nurses only when the nurse has signed a waiver. It is understood that daily overtime will be credited in accordance with the provisions of the Fair Labor Standards Act. It is understood that such waivers must be signed at the beginning of each calendar year and are in effect for the remainder of the year or until such time as the nurse withdraws the waiver.

The Association and the Hospital further agree that in those units utilizing on-call (ICU, PACU, OR, FMC, EC, Peds, SSU and Special Procedures/Cath Lab), that the Hospital may credit the above referenced premiums that may result from worked callback time, including the worked callback time, to overtime payments due [after the crediting of daily overtime provisions] at the end of either a scheduled forty (40) hour period for 10 and 12 hour nurses and at the end of the scheduled eighty (80) hour period for 8 hour nurses, **without** a waiver from each nurse.

It is further understood that in those unusual situations where call is assigned and made mandatory, the Hospital may ask a nurse to sign a waiver or call in another nurse to avoid the premium payment. In these situations, where the nurse is placed on call and has not signed the waiver, the Hospital may not credit premium hours paid against overtime hours due at the end of the scheduled period [40 hours for 10, 12; 80 hours for 8]. It is understood that hours actually worked trigger premium payments in those sections of the Agreement referenced in paragraph one of this Section.

## **ARTICLE 9 - EMPLOYMENT PRACTICES**

**9.1 Probationary Period.** Newly hired nurses covered by this Agreement will be considered to be on probation for a period of ninety days from the date of hire. The Hospital may, however, with written notice to the nurse concerned, extend the probationary period thirty days if deemed necessary to assure satisfactory adjustment to the work situation and justify advancement to

regular status. In the case of supplemental nurses, the probationary period will extend 64 hours beyond orientation or 90 days whichever is greater. Upon satisfactory completion of the probationary period, the nurse will be classified as a regular employee.

**9.2 Progressive Discipline and Just Cause.** A nurse shall be disciplined and/or discharged only for just cause. A regular nurse who believes she/he has been disciplined or discharged without just cause shall be entitled to appeal the action through the Grievance Procedure herein.

**9.2.1** The Hospital will use progressive discipline except for situations for which immediate dismissal is appropriate. All disciplinary actions shall be given to the nurse in writing.

**9.2.2** The Hospital will notify the Association of any termination within forty-eight (48) hours exclusive of weekends or holidays.

**9.3 Association Representation.** A nurse will be informed of the right to and may request the presence of an Association representative during any investigatory interview the nurse reasonably believes may result in discipline or during any disciplinary action. A good faith effort will be made to coordinate the time of the meeting with the availability of the Association Representative.

**9.4 Evaluation.** Nurses will be given written evaluations at the end of their probationary period and within forty-five days of their anniversary date annually thereafter. If a nurse disagrees with an evaluation, the nurse may object in writing, which shall be retained by the Hospital with the evaluation. The nurse will be offered a copy of the evaluation.

**9.5 Personnel Information.** The nurse's personnel file shall be maintained in the Personnel Department. Upon the request of a nurse in writing to the personnel office, information in the nurse's personnel file will be made available for inspection by the nurse, with the exception of reference verifications. Copies of written Personnel Action Forms, written counseling notices and evaluations will be maintained in the nurse's personnel file. The Hospital will continue its practice of giving a copy of each Personnel Action Form and written counseling notice to the nurse and continue its practice of allowing nurses to make written comments on counseling notices and evaluations. The policy of the Hospital regarding reference inquiries is to provide dates of employment and position held only. Eighteen months from the date of a counseling notice, and upon written request from the nurse, counseling notices will be removed from the nurse's personnel file if there have been no reoccurrences in that eighteen month period.

Notwithstanding the foregoing, and with limited exceptions such as discipline for discrimination, hostile environment or workplace violence, if a nurse receives a written warning for conduct deemed to be in violation of State or Federal law or the Nurse Practice Act, the written warning may be retained in the nurse's personnel file but shall not be deemed relevant for purposes of future progressive discipline or for evaluating a nurse's qualifications under the job posting

provisions of this Agreement after eighteen (18) months if no further disciplinary action is applied.

**9.6 Payroll Check Stubs.** Payroll check stubs shall reflect the number of hours worked, including overtime hours, sick leave and vacation accrued.

**9.7 Pay Days.** In the event pay day falls on a recognized holiday as stipulated in Article 14 of this Agreement, or Veteran's Day, pay day will be the previous day.

**9.8 Change in Classification.** A change in classification status does not alter a nurse's service date for purpose of accrual of benefits or placement in the salary scale or vacation schedule.

**9.9 Payment on Termination.** Regular full-time and regular part-time nurses shall be entitled to any earned and/or accrued vacation provided the nurse has been employed a minimum of six months.

**9.9.1** A nurse shall be required to give at least two weeks written notice of intent to terminate her/his employment. Vacation hours shall not be used for notice of termination.

**9.10 Termination While on Leave.** No registered nurse shall be terminated while on leave of absence or sick leave which has been granted by the Hospital except as provided for in other articles of this Agreement.

**9.11 Parking.** The Hospital will make every reasonable attempt to provide for the safety and security of the nurse.

## **ARTICLE 10 - PROFESSIONAL PRACTICE**

**10.1 Staffing.** Both parties agree that it is the Hospital's responsibility to provide adequate numbers of personnel and to provide for patient care needs based on the following criteria as identified in 10.1.1.

**10.1.1** The Hospital and the nurses agree that the same quality of care shall be maintained seven (7) days per week, and twenty-four (24) hours per day. In accomplishment of this goal, the following will be taken into account:

1. The number of patients per nursing unit.
2. The complexity of patient.
3. The unit/floor activity.
4. Patient/staff safety.

**10.1.2 Staffing Process.** The following order will be used to provide for an adequate number of personnel on a shift by shift basis:

- a. In implementing these staffing levels, the Hospital will take into account the professional judgment of the Charge Nurse.
- b. Assigned personnel will be floated from units over-assigned, to units with a need for additional personnel.
- c. Supplemental nurses will be called in.
- d. Part-time nurses who have indicated an interest in extra work will be called in.
- e. Full-time nurses will be asked to volunteer for extra shifts.
- f. In the event a shortage still exists, the hospital supervisor will meet with charge nurses to evaluate the staffing needs and adjust staffing assignments.
- g. If it is considered to be an unsafe situation by the charge nurse and hospital supervisor, on-duty nurses will be asked for voluntary overtime beginning with 4 hour blocks.
- h. If no volunteers are available, the hospital supervisor will redistribute staffing resources housewide to balance staffing at no less than minimum needs.
- i. If redistribution would create other unsafely staffed units, then external staffing resources may be used.

The Hospital will provide a Resource RN, based on volume, complexity, admit capacity, and availability.

**10.2 Nursing Practice Committee.** The Hospital and the Association endorse the principle of collaboration in the implementation of an efficient care delivery system. To this end, a Nursing Practice Committee will be established and will have one elected representative from each unit. Two nurses, one of whom shall be the Local Unit Chairperson or other specifically designated Local Unit Officer and one of whom shall be elected by members of the Association in the bargaining unit, may serve on both the Nursing Practice Committee and the Conference Committee concurrently. Elected representatives will serve a two year term which shall be staggered among representatives to insure the Nurse Practice Committee retains some experienced committee members. The purpose of the Committee will be to evaluate the delivery system of nursing care and prepare recommendations to nursing administration which:

1. meet approved regulatory standards - JCAHO, DOH;

2. meet ANA nursing standards and the Code of Nurses;
3. increase efficiencies in the delivery of care;
4. utilize categories of personnel appropriately and cost effectively
5. implement the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission.

Time spent at Nursing Practice Committee meetings shall be paid by the hospital.

**10.3 Staffing.** The Association acknowledges that staffing levels and staff mix ratios are decisions reserved exclusively to management.

**10.3.1 Staffing Changes.** The following is intended to provide for increased RN input into staffing decisions affecting registered nurses.

At least three weeks prior to any final decision to make a change in the staffing matrix, or at any time at the request of the Association, a meeting shall be called by management or the Association for the following reasons:

- A change in the staffing matrix
- Review of current staffing guidelines
- A Review of Staffing Concern Analysis forms

The meeting notice will include information on the unit and/or shift impacted and a brief summary of the issue. The meeting will be scheduled within 10 calendar days from the date it is requested. The meeting will be attended by the VP of Pt Care Services (or designee), the affected Director (or designee), the Local Unit Chair and 3 nurses selected by the Association. Attendance at meetings will be on unpaid time unless the nurses are otherwise scheduled. One unit officer shall be paid at the base rate of pay (without premiums or differentials) for attendance at this meeting.

1. At this meeting the party calling the meeting shall provide information relevant to the concern. This may include pertinent background data, information relevant to the cost center, budget parameters, timelines, care delivery goals and other relevant information.
2. After collaborative review between staff and Administration in Unit staff meetings and the meeting referenced above, any mutually agreed upon alternatives/options which meet the unit budgetary parameters, timelines and/or care delivery goals will be implemented in lieu of the original intended staffing changes. A local Unit officer may choose to be present at any such meetings. The

hospital may implement its original changes to the staffing guidelines if there are no mutually agreed upon alternative options, and provide rationale for these changes. The Hospital will continue to be open to discuss any new ideas related to the changes at future Conference Committee meetings. Before any change is implemented, notice will be provided to the staff.

3. Changes will be evaluated on the affected unit by Administration and staff using the same criteria identified above. The Conference Committee will review the evaluation and examine the findings/concerns at a regularly scheduled meeting no later than four (4) months following implementation of the changes.

4. Perceived unresolved staffing problems may be documented on a Staffing Concern Analysis Form. The nurse shall forward a copy to the local unit chair/co-chairs. Staffing Concern Analysis forms will be reviewed by the Conference Committee.

5. In the event a nursing unit should undergo significant changes in the RN role/responsibilities, the RN's involved will be included in a collaborative review with management to provide input affecting those changes.

**10.4 Work Area/Skills.** Nurses will be required to work only in those areas within the Hospital where they have the skills to perform the tasks assigned. Nurses shall be provided with orientation to allow for the safe implementation of the nurse's assignment. It shall be the responsibility of the nurse involved to inform the nurse in charge of any task for which the nurse feels inadequately prepared.

## **ARTICLE 11 - SENIORITY, JOB POSTING, LAYOFF**

**11.1 Seniority Defined.** Seniority shall be defined as the calendar years since the nurse's latest date of hire as a Registered Nurse with the Hospital.

**11.2 Job Posting.** The Hospital will post notices of all job openings in the bargaining unit describing the position, department, shift, and hours to be worked. Notwithstanding the foregoing, the Hospital may eliminate physical job postings and replace them with intranet postings which shall contain all of the information contained in the physical postings and which shall be accessible to employees on work computers and on non-work computers. In the event that the Hospital eliminates physical postings and utilizes intranet postings instead, the Hospital shall give all bargaining unit employees and the Association thirty (30) days written notice.

**11.2.1** The Hospital agrees to post notices at least seven (7) calendar days in advance of selection.

**11.2.2** Applicants for positions shall submit their applications in writing. An applicant who, at the time of the application, is not part of the bargaining unit and who is hired into a bargaining unit position, may not apply for transfer to another unit until six (6) months after his or her first day of work.

**11.2.3** A separate application must be made for each position.

**11.2.4** Presently employed nurses shall be given first consideration for open positions on the basis of seniority, providing the ability and qualifications of applicants are comparable as determined by the Hospital based on objective criteria, and after an interview by the prospective director and before any nurse is newly hired. The determination of qualifications by the hospital will consider current disciplinary action. Nurses who are under current disciplinary action on their current unit may not be eligible for transfer to another unit. For purposes of this section "ability and qualifications" shall be considered to be comparable when an individual with greater seniority would be proficient and able to function independently in a period of four (4) weeks. For job posting purposes, seniority for supplemental nurses shall be counted based on 1 year of service as a registered nurse for each 750 hours worked per calendar year. Hours may not be carried over from one calendar year to the next if a nurse does not meet the 750 hours worked per calendar year. Supplemental nurses may not be credited with more than 1 year of seniority per calendar year. In the event two nurses bidding on the same position are credited with the same number of years of service as a registered nurse, the nurse with the earlier hire date will be considered to have more seniority. All in-house applicants shall be notified in writing as soon as the position is filled.

**11.2.5** The Hospital shall make a good faith effort to transfer a nurse to a new position within fourteen calendar days after acceptance of that position.

**11.3 Low Census.** Unanticipated declines in patient care requirements may result in the need to reduce nursing staff. Low census is defined as decline in patient volume and/or patient care requirements resulting in a temporary staff decrease. It is recognized by the parties that the basic policy shall be to use the low census procedure to accomplish short term staff reductions. When a reduction in patient care requirements occurs over an extended period, resulting in a need for work force reduction or consolidation of services, the lay off procedure will be implemented.

**Low Census Definitions.**

**Mandatory Low Census: (MLC)** Low census which is identified by management as mandatory and assigned by the Hospital to scheduled full-time and part-time staff. Canceling supplemental and extra shifts are not counted as MLC.

**Voluntary Low Census: (VLC)**

- When staff member requests by signing up on the requested low census list prior to the shift
- Verbally requests a low census prior to or during the shift.
- Agrees when asked, to take voluntary low census during the shift.

If staff nurse is unclear as to the designation of the low census (MLC or VLC), they should seek clarification at the time of the request.

### **Low Census Procedure.**

- (1) When low census reductions are needed, nurses will be given the opportunity to float to available assignments for which they are qualified.
- (2) On a shift to shift basis, voluntary low census days will be granted. Volunteers will be sought first before assigning mandatory low census.
- (3) As assessed on a daily basis, staff nurses will be required to take mandatory low census on an equitable rotation.
- (4) Supplemental nurses shall not be assigned to work on units for which a nurse who is on mandatory low census status is qualified.
- (5) Nurses desiring additional hours up to scheduled hours because of low census shall notify their nurse manager in writing. The Hospital will utilize regular status nurses prior to scheduling supplemental nurses or hiring new nurses.
- (6) A staff nurse taking voluntary or mandatory low census shall not have a reduction in benefits. The "net" maximum number of mandatory low census hours will not exceed-fifty-six (56) hours per nurse per year. Each nurse's "net" mandatory low census hours shall be tracked on an ongoing basis by Administration effective May 1, 2005 through April 30, 2006, and annually thereafter (May 1 through April 30). Nurses shall not be required to take a mandatory low census day for a shift on which their unique clinical or charge nurse skill are required if other nurses on the shift are not qualified to take these roles in the judgment of the employer. A nurse shall not lose mandatory low census credit if he/she takes vacation pay on the low census day.
- (7) The Administration shall provide nurse access to all records pertaining to low census distribution.

**Low Census Minimum Work.** A nurse who has not been notified not to report as scheduled and who does report as scheduled shall be paid a minimum of two hours straight pay. If such nurse is assigned any work, the nurse will be guaranteed a minimum of four hours work on that day unless the nurse volunteers to leave early with the supervisory approval. A nurse who is not

given at least one hour advance notice of low census will be paid two hours of standby pay. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse in advance of the scheduled shift. It shall be the responsibility of the nurse to notify the Hospital of the employee's current address and telephone number.

**11.4 Layoff.** The following definitions and procedures shall be utilized in any layoff affecting bargaining unit nurses.

**11.4.1 Definitions.**

**(1) "Qualified"** means the ability to independently provide, to the satisfaction of the Department Director based on the job description, safe, direct patient care for the standard caseload on the unit. It is not expected that a nurse will be able to function as a charge nurse.

Nurses may not transfer to Clinical Group One unless the department director determines that the nurse has the necessary qualifications based upon recent experience or training to be oriented to Clinical Group One. This also applies to nurses who are currently working in a unit in Group One who may wish to transfer to a different Group One unit. Nurses who transfer to Clinical Group One will be given up to six weeks retraining.

Nurses who transfer to Clinical Group Two will be given up to four (4) weeks of retraining.

Nurses who transfer to Clinical Group Three will be given up to two (2) weeks retraining.

**(2) "Seniority"** shall be defined as the calendar years since the nurse's latest date of hire as a Registered Nurse with the Hospital. A seniority list for all nurses for all affected clinical groups will be available in the Personnel Department at the time of layoff notification, and a copy shall be furnished to the Local Unit Chairperson and the Association.

**(3) "Clinical Groups"** are defined as follows:

Group One – ER, ICU/CCU, instructors, OR/PACU, family maternity center.

Group Two - SMAU, ACU, , IV Therapy

Group Three – General Surgery, General Medicine, Pediatrics, Oncology, Orthopedics.

**(4) "Layoff"** is defined as a mandatory full or partial reduction in a nurse's hours for an indefinite period of time. The layoff procedure will also apply to any nurse experiencing a mandatory change of shift for an indefinite period of time.

(5) "**Comparable position**" is defined as the same base pay, same shift and number of hours. Nurses will be deemed to have a comparable full-time position if they work a schedule of 10 eight hour shifts per pay period, four 10 hour shifts per week or 3 - 12 hour shifts per week.

(6) "**Low Seniority Roster**" is the roster developed during layoff from which displaced nurses may select comparable positions for bumping. The Low Seniority Roster shall consist of the comparable vacant positions management has approved to fill and comparable positions held by the least senior nurses in the Hospital for which the displaced nurse(s) are qualified. The number of positions on the low seniority roster shall be equal to the number of comparable positions being laid off. For example, if three (3) full-time day positions are identified for layoff, the applicable low seniority roster from which the Displaced Nurse would select a position would consist of the vacant positions and positions held by the least senior nurses to equal three (3) full-time day positions.

The Hospital shall add a comparable position (moving up the seniority roster) for each position which the Hospital deems displaced nurses unable to bump.

(7) "**Displaced Nurse**" is a nurse whose position has been eliminated or reduced during a layoff or a nurse who has been bumped as a result of the layoff process but whose seniority allows the nurse to bump into a position.

#### **11.4.2 Layoff Procedure.**

(1) **Notice and Meeting.** In the event of a layoff, the Hospital will give at least thirty (30) calendar days written notice to the Association, Local Unit Chairperson and the affected nurse(s). Upon request, the parties will meet as soon as practical following receipt of the Notice of Layoff to discuss the procedures and any possible alternatives to layoff. The Employer shall follow the following procedure to accomplish the necessary work force reduction.

(2) **Voluntary Reduction of Hours.** Nurses on units and shifts identified for layoff shall be offered the option of accepting reduced hours in their unit. A nurse accepting such reduction shall be considered on layoff and retain all recall rights.

(3) **Voluntary Leaves of Absences.** All nurses on units and shifts identified for layoff shall be offered voluntary leaves of absence as provided in this Agreement.

(4) **Order of Reduction and Bumping.** The necessary FTE reduction, shall be accomplished by the Hospital eliminating/reducing the positions of the least senior

nurse(s) on an affected unit and shift until the needed FTE reduction has been accomplished followed by inter-unit or hospital-wide bumping by seniority as follows:

**A. Intra Unit Bumping.** A displaced nurse, wishing to remain on his/her unit, may elect to do the following:

- (i) Take a vacant position of equivalent or fewer hours on a different shift, provided that the nurse may bump the least senior nurse with equivalent hours before accepting a vacant position with fewer hours.
- (ii) If no equivalent vacancy, bump the least senior nurse with equivalent or fewer hours on the remaining shift(s), but at least twenty-four (24) hours per week so the nurse may retain benefits.

**B. Hospital Wide Bumping.** Nurses who are not able to or elect not to remain on their unit may, by seniority, elect to do the following, provided the nurse is qualified to perform the functions of the new position:

- (i) select a position from the applicable "low seniority roster."
- (ii) If a comparable position is not available, the nurse may select a position from a list of the least senior nurse(s) on the remaining two (2) shifts with an equivalent number of hours.
- (iii) Nurse(s) unable to obtain a position with equivalent hours may bump the least senior nurse in the Hospital with fewer hours but at least twenty-four (24) hours per week so the nurse may retain benefits. Provided, however, that a nurse may select the least senior position with fewer than twenty-four (24) hours per week rather than be laid off.

(5) **Transfer to Supplemental Status.** Nurses on layoff who are qualified shall be allowed to transfer to supplemental status without affecting the nurse's recall rights. Such nurses shall be given first opportunity to work supplemental shifts that are available before such shifts are offered to other supplemental nurses. To the extent feasible, such shifts shall be offered to nurses on layoff who have transferred to supplemental status in order of seniority up to but not exceeding the number of scheduled hours before layoff. An offer for supplemental shifts shall not be considered a recall.

(6) A full-time or part-time nurse transferring to supplemental status must complete a form listing the units where the nurse feels qualified to perform the work required as a

supplemental nurse, and the Hospital will make a good faith effort to provide work for the nurse in mutually agreed upon shifts.

(7) **Payment of Accrued Vacation.** A nurse who is laid off shall have the right, at the time of layoff, to receive accrued vacation pay upon written request to the Hospital.

(8) **No New Hires.** As long as any nurse remains on layoff, the Hospital shall not newly employ nurses into the bargaining unit until all qualified nurses holding recall rights have been offered the position.

(9) **Non-Bargaining Unit Employees.** Non-bargaining unit employees will not be utilized to replace any bargaining unit nurse who is on layoff.

(10) **No Increase of Hours.** Regularly scheduled hours will not be increased for employed nurses without first offering such hours to nurses on layoff if qualified unless a more senior nurse has had her/his hours reduced.

**11.4.3 Disputes Regarding Qualifications.** –A nurse who is not allowed to bump into a position during a layoff or is not recalled to an open position on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Appeals Board.

**A)** The Appeals Board members shall include the Assistant Administrator for Patient Care Services, two (2) unit managers not in the affected unit(s), two (2) officers of the Bargaining Unit or designees and a bargaining unit nurse who acts as a preceptor on the unit in question. The Appeals Board will meet with a mutually agreeable, impartial third party present. This third-party will be sought to be someone who has experience as a registered nurse and is not involved in direct management of any of the units in question. If the parties are not able to agree upon an impartial third party, the Association and the Hospital shall each place three names in a "hat" and draw one name who shall be the impartial third party. All seven (7) members involved will vote by secret ballot. No abstentions. The decision of the Appeals Board shall be binding on the nurses involved, without recourse to the grievance procedure.

**B)** The nurse submitting the appeal will submit a description of his/her qualifications relevant to the disputed position. An appeal must be submitted, in writing, to the Assistant Administrator of Patient Care Services 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 the ability to bump or to be recalled. The Appeals Board will meet with the nurse within five (5) calendar days after receipt of an appeal. An alternative date, if necessary, may be agreed to by all parties.

**C)** Qualifications as submitted will be reviewed by the Appeals Board. Relevant qualifications include: clinical expertise, past experience, evaluations, certifications, education, and other such materials as the Board feels are necessary and appropriate. In addition, any other written information relevant to the case.

**D)** At the conclusion of the meeting, any involved nurses will be notified by the impartial member and informed of the decision reached with a written follow-up provided by the Assistant Administrator of Patient Care Services.

**E)** If a nurse is unsuccessful in his/her appeal, the nurse may repeat the bumping procedures after other Displaced Nurses have made their bumping selections.

**11.5 Recall.** In the event of layoff, the names of affected nurses shall be placed upon a reinstatement roster for a period of one year from the date of layoff.

Notice of recall shall be in writing to a nurse. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first if qualified. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to five days to report to work after receipt of notice of recall. A nurse working at interim employment who notifies the Hospital that she/he must give notice, shall be allowed up to fourteen (14) days to report to work after receipt of notice of recall. A nurse who has been recalled or offered a position different than the position from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Agreement. A different position means different number of scheduled hours and/or shift. A nurse recalled to the same position who declines the offer to recall shall lose all seniority rights.

If a position becomes available on a unit and shift from which a nurse has been displaced, the displaced nurse working on another unit and/or shift shall be offered the position prior to offering the position to nurses on recall or posting the position.

Upon re-employment, the nurse shall have all previously accrued benefits restored and will be placed on the then current salary scale according to the number of months of seniority accumulated up to the date of layoff.

A nurse unable to respond to a notice of recall to the same position due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status.

Seniority shall be lost if the nurse is not recalled from layoff within one (1) year, provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the Hospital within thirty (30) days before the expiration of the first year of layoff.

**11.6 Loss of Seniority.** Nurses shall lose their seniority rights only for one of the following reasons:

- (1) Voluntary Termination.
- (2) Discharge for just cause.
- (3) Failure to report from layoff within five (5) or fourteen (14) days, if applicable, after receiving written notice of a comparable position.
- (4) Failure to keep the Hospital informed of current address while on layoff.

## ARTICLE 12 - WAGES

**12.1 Wage Schedule.** The following wage scale shall be effective as of the first full pay period following the effective dates indicated:

	February 16, 2008	February 16, 2009	February 16, 2010
	3.50%	3.50%	3%
Base Rate	23.94	24.78	25.52
1 year	24.72	25.58	26.35
2 years	25.77	26.67	27.47
3 years	26.84	27.78	28.61
4 years	27.83	28.81	29.67
5 years	28.88	29.89	30.78
6 years	29.88	30.93	31.85
7 years	30.84	31.92	32.88
8 years	31.95	33.07	34.06
9 years	32.95	34.11	35.13
10 years	34.12	35.32	36.38
12 years	35.00	36.23	37.32
14 years	35.90	37.16	38.28
16 years	36.90	38.19	39.33
18 years	37.52	38.84	40.01
20 years	39.31	40.68	41.90
22 years	40.21	41.62	42.87
24 years	41.14	42.58	43.86
26 years	42.08	43.56	44.87
28 years	43.05	44.56	45.89
30 years	44.01	45.55	46.92

**12.1.1 Longevity Increases.** All nurses shall receive the increment increases as set forth in 12.1 at the end of each anniversary year of continuous employment, if eligible, until

the top of the salary range has been reached. Longevity increases will be effective the pay period closest to the nurse's anniversary date.

**12.1.2 Previous Experience Credit.** General duty staff nurses with less than one year of previous applicable clinical nurses experience shall be hired at not less than the Base rate. General duty staff nurses shall be hired at not less than one year's credit for each year of applicable clinical nursing experience.

The determination of previous applicable clinical nursing experience for purposes of this Section 12.1.2 shall be made by the hospital.

**12.1.3 Staff Development Nurses.** The wage rate for Staff Development Nurses shall be the same as the rate for all staff nurses except that Staff Development nurses currently at a rate higher than the rate they would be entitled to pursuant to the Staff Nurse scale shall remain at their current rate until their current rate reaches the Staff Nurse rate. However, such nurses will be entitled to the equivalent of the yearly wage schedule increase. The title of "Staff Development Nurse" shall be phased out when the wage differential no longer exists.

**12.2 Date of Implementation.** Wage increases and increases in any other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

## ARTICLE 13 - PREMIUM PAY

**13.1 Shift Differential.** Shift differential for evening duty (3-11 p.m.) shall be \$2.25 per hour over the nurse's rate as set forth in 12.1 herein and the shift differential for night duty (11-7 a.m.) shall be three dollars and fifty cents (\$3.50) per hour over the nurse's regular rate of pay. Nurses shall receive the appropriate shift differential for all time worked on one of the above-designated shifts provided the nurse works at least one hour past the nurse's scheduled shift (i.e., a day shift nurse would have to continue working until 4:30 p.m. to be eligible for one (1) hour of evening shift differential.) Night shift nurses would continue receiving night shift differential for one hour past the end of their night shift (until 8:30 a.m.).

**13.2 Standby Call.** All nurses shall receive standby pay of three dollars fifty cents (\$3.50) per hour (\$4.50 on the holidays set forth in Article 15) for every hour when they are on standby to be called to work at the Hospital. A nurse required to remain on the premises shall be paid at straight time or higher if required by the Fair Labor Standards Act.

**13.3 Callback.** Callback to the Hospital shall be rotated among all nurses. On units utilizing an on-call system (ICU, PACU, OR, FMC, EC, Peds, SSU and Special Procedures/Cath Lab), the current methods of scheduling on-call time will continue unless mutually agreed otherwise. Any time actually worked by such nurse in callback shall be compensated at the rate of time-and-one-half the regular rate of the nurse concerned, and shall be paid in addition to the

regular pay for standby call for nurses on standby. When called back, the nurses shall receive time-and-one-half for a minimum of two (2) hours.

**13.3.1** A nurse who is not on standby and who agrees to be called back on the nurse's time off will be considered to have been on standby and will be compensated as follows:

- a. eight (8) hours of standby pay;
- b. time-and-one-half (1 1/2) the nurse's regular rate of pay for all hours worked;
- c. the nurse will receive a minimum of two (2) hours pay at time-and-one-half the regular rate.

A nurse whose callback assignment equals three (3) or more cumulative worked hours and who has less than twelve (12) hours off duty before the next shift, shall be paid at time and one-half (1 1/2) the regular rate of pay for the subsequent shift.

**13.4 Supplemental Premium.** The salary premium for supplemental nurses will be based on a stratified scale determined by the availability of the supplemental nurse. Supplemental nurses who make themselves available a minimum of one day per week each schedule and who make themselves available at least 25% evening shift and night shift and every third weekend will receive an 18% premium. Supplemental nurses who make themselves available a minimum of four shifts per schedule, including one full weekend, will receive a 16% supplemental premium.

Effective August 1, 2005, supplemental nurses shall provide the following minimum availability:

<b>Minimum Availability</b>	
<b>16% Premium</b>	<b>18% Premium</b>
8 hr nurses - 40 hours/period	8 hour nurses - 56 hours/period
10 hour nurses - 40 hours/period	10 hour nurses - 60 hours/period
12 hour nurses - 48 hours/period	12 hour nurses - 72 hours/period

Supplemental nurses may not change their stratified scale status more than two (2) times annually.

**13.5 Charge Nurse/Assistant Coordinator.** Nurses assigned as Charge Nurse/Assistant Coordinator will receive two dollars and twenty-five (\$2.25) per hour to be calculated in the nurse's regular rate of pay whenever assigned to charge/assistant coordinator duty.

**13.6 Preceptor Pay.** All hours assigned as preceptor will be compensated at one dollar and twenty-five cents (\$1.25) per hour.

**13.7 Certification Premium.** Nurses who are certified in a specialty recognized by a national organization and working in the area of certification will be compensated at \$1.00/hour to be

calculated in the nurse's regular rate of pay. Such certification shall be agreed upon by the Hospital and the Association.

**13.8 Weekend Differential.** Nurses will receive a weekend differential of three dollars (\$3) per hour, above their regular rate of pay for all hours worked between 11 p.m. Friday and 11 p.m. Sunday. The weekend differential shall be calculated in the computation of overtime in accordance with 8.2, Overtime.

**13.9 Temporary Assignments.** Whenever a nurse is temporarily assigned to a higher position within the bargaining unit for eight consecutive hours or longer, the nurse shall be compensated at the charge nurse premium rate as set forth in 13.4 over the nurse's regular rate. When a nurse is temporarily assigned to a position outside the bargaining unit, such assignment shall be by mutual agreement.

#### ARTICLE 14 - VACATIONS

**14.1 Vacation Accrual.** Full-time nurses shall be entitled to annual vacation in accordance with the following schedule. Part-time nurses shall be entitled to annual vacations on a pro-rata basis, based on the regularly scheduled work week or hours actually worked, whichever is greater.

<u>Upon Completion of</u>	<u>Vacation</u>
1 - 3 years	80 hours
4 - 9 years	120 hours
10 - 19 years	160 hours
20 -24	176 hours
25 or more years	192 hours

**14.2 Vacation Pay.** Vacation pay shall be the amount which the nurse would have earned had the nurse worked during the vacation period at the nurse's regular rate on the nurse's regular shift. Vacation pay shall include shift differential and the applicable premiums referenced in Section 13.4, Specialty Premiums.

**14.3 Vacation Request.** Vacation shall begin accruing on the first day of employment. Upon completion of six months of employment, the nurse shall be able to take all earned and/or accrued vacation in eight (8) hour increments of time or as agreed upon between the nurse and the Hospital.

**14.3.1 Vacation/Prime Time.** Prime Time will be defined from Memorial Day through Labor Day. Requests for prime time vacation submitted by February 1, will be approved on a seniority basis. The vacation schedule will be posted by March 1. Requests for

prime time leave submitted after February 1, will be granted on a first-come first-served basis.

Vacation will be scheduled in such a manner as to provide adequate core staffing per unit and shift. A nurse may utilize her/his seniority to procure up to five (5) weeks of prime time vacation in a year. However, a nurse who utilizes her/his seniority during any year to procure more than three weeks of prime time vacation will only be allowed to use her/his seniority in the next year to procure up to three (3) weeks of prime time vacation. At least 2 nurses per shift, per unit, shall be allowed to take vacation at the same time, if there are available replacements.

**14.3.2 Vacation/Holiday.** Holiday vacation will be defined from Thanksgiving through New Year's. Requests for holiday leave submitted by October 1 will be approved on a seniority basis. The holiday vacation schedule will be posted by November 1. Vacation granted during holidays shall be in conjunction with the holiday rotation practices of the unit. Adequate core staffing will be maintained. The hospital shall utilize supplemental nurses to the extent of their availability to provide for vacation/holiday time for other nurses.

**14.3.3 Vacation/Non-Prime Time.** Vacation during non-prime time will be granted on a first-come first-served basis. Nurses shall present written requests for vacation to their unit director as far in advance as possible, but not less than three (3) weeks before the work schedule is posted. Nurses will be notified in writing within fourteen (14) days whether the vacation is approved.

**14.3.4 Vacation/Weekend.** Nurses will make every effort to schedule vacation in conjunction with their regularly scheduled weekend off. In so doing, nurses will not be required to find their own weekend relief nor will nurses be required to waive weekend premium pay to cover vacation.

**14.4 Vacation Credit.** A nurse who leaves the employment of the Hospital shall be entitled to payment for any vacation benefits earned to the date of termination.

**14.5 Approval.** Once vacation time has been confirmed, a nurse's vacation may not be canceled unless agreed upon by the individual nurse.

**14.6 Vacation Pay.** Upon request one (1) week in advance, vacation pay may be payable at the time vacation is due and taken.

**14.7 Maximum Accrual.** The maximum vacation accrual shall be three hundred sixty-eight (368) hours.

## ARTICLE 15 - HOLIDAYS

**15.1 Holidays.** The following nine (9) holidays will be compensated at the regular rate for full-time nurses, pro-rated for part-time nurses and scheduled off by mutual agreement.

New Years Day

Labor Day

Memorial Day

Thanksgiving

Fourth of July

Christmas Day

Three (3) Personal Holidays

**15.2 Work on a Holiday.** Full-time, part-time and supplemental nurses required to work on a holiday shall be paid one and one half times (1 1/2x) their regular rate of pay. Full-time nurses will receive holiday pay or a compensatory day off with regular pay within a thirty day period before or after the actual holiday. Part-time nurses will receive holiday pay on the basis of twenty percent (20%) of average weekly hours worked or scheduled hours worked, whichever is greater, up to a maximum of eight (8) hours to be calculated every six (6) months (January - June, July - December). Holiday pay for new hires will be on the basis of scheduled hours until completion of the first full calculation period. Part-time nurses may take holiday pay as a compensatory day off with regular pay (pro-rated) within a thirty day period before or after the holiday. Hours worked in excess of eight (8) will be paid at the appropriate overtime rate.

**15.3** If a holiday falls on a full-time nurse's regularly scheduled day off or during a full-time nurse's vacation, such nurse shall receive straight time pay for the holiday or a compensatory day off with pay within a thirty day period before or after the actual holiday. The personal holidays may be taken any day as mutually agreed upon by the Hospital and the individual nurse. The first personal holiday must be taken prior to June 30, and the second personal holiday must be taken prior to December 31 in the year in which they are earned and they do not accumulate from year-to-year. The third personal holiday may be taken anytime during the calendar year and must be used by December 31 of the year it was earned. If the nurse is not permitted to take a requested personal holiday prior to the dates indicated, pay in lieu of that holiday will be given that nurse. Requests for a personal leave must be made in writing at least two weeks in advance of the posted schedule period in which the nurse seeks to take it. Nurses hired on or after June 1st of each year will be eligible for two personal holidays that year. Nurses hired on or after December 1st will not be eligible for any personal holidays in that year.

**15.4** It is agreed that holiday work shall be rotated by the unit director between all nurses, full and part-time.

**15.5** For eight hour shift nurses, holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar date of the holiday. For ten and twelve hour shift nurses, holiday pay shall be given for all hours worked on the designated calendar date of the holiday.

**15.6** Calendar dates to be observed as holidays shall be specified by the Hospital at least one (1) month in advance by notices posted in conspicuous locations in the Hospital. New Year's

Day, Independence Day, Thanksgiving Day and Christmas Day will be observed on the actual day of the week on which they occur each year. Memorial Day and Labor Day will be observed on the Monday designated as the holiday. Premium pay will be paid to nurses who work on the dates specified.

## ARTICLE 16 - SICK LEAVE

**16.1 Full-Time Nurses Accumulation.** Full-time nurses shall be entitled to one (1) day's paid sick leave after completion of the probationary period for each month of continuous employment to be accumulated to a maximum of one-hundred-twenty-five days (1000 hours). Sick leave benefits shall accumulate from date of hire.

**16.2 Sick Leave Usage.** The basic policy pertaining to sick leave with pay due to incapacitating illness or injury shall be:

- 1) Sick leave shall be allowed an employee up to the amount of earned credits under the following conditions:
  - a. Because of and during illness or injury which has incapacitated the employee from performing duties.
  - b. When an employee is ill as a result of communicable disease and is not permitted to work to avoid exposure of other personnel and patients.
  - c. Disability due to pregnancy or childbirth.
  - d. To care for ill child as defined by Washington State Law and hospital policy.

**16.3 Illness of a Family Member.** Pursuant to the Family Care Act (RCW 49.12.265 *et seq.*), a nurse 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. Physician verification may be required by the Employer.

- (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 years of age, or (b) eighteen 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.

**16.4 Part-Time Nurses Accumulation.** Upon completion of the probationary period, part-time nurses shall be entitled to paid sick leave prorated on the basis of the regularly scheduled work week. Such benefits shall accumulate from date of hire to a maximum one-hundred-twenty-five days. In the event that hours worked by part-time employees exceed their regularly scheduled work week, an adjustment of sick leave accrual shall be made annually.

**16.5** Nurses shall receive sick pay from the first date of bona fide illness.

**16.6 Notification.** Nurses shall notify the employer as soon as possible, but no later than one and one-half (1 1/2) hours in advance of a first (day) shift nurse's scheduled shift and no later than two (2) hours in advance of a second (evening) or third (night) shift nurse's scheduled shift. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Abuse of sick leave may result in discipline. Any nurse who does not have sufficient hours of sick leave accrued as of the end of the pay period prior to the date on which the nurse requests to use sick leave shall be considered to be in a deficit and subject to discipline unless the nurse applies for health leave under section 18.10. Leave under 18.10 shall not be denied nurses with legitimate illnesses or injuries. Such leave shall continue until the nurse is capable of returning to work or for two (2) years, which ever is less. Under these conditions, a nurse is eligible for only one (1) non-FMLA qualifying health care leave per year and leave must be for fourteen (14) days or greater. Nurses accessing such leave may utilize accrued benefits. Legitimate use of sick leave will not result in disciplinary action.

**16.6.1 Pattern Absenteeism.** Nurses may have a sick leave balance available yet demonstrate a pattern of sick leave use that causes concern regarding the legitimacy of the sick leave use. These are usually frequent, single shift absences occurring in conjunction with holidays, vacations, weekends and/or after a pay day. Nurses who demonstrate a pattern of absenteeism as set forth above, may be asked to provide proof of the legitimacy of the absences. If the nurse is unable to provide documentation to establish the legitimacy of the majority of the absences which created the pattern, the Employer may require the nurse to provide documentation from the nurse's health care provider for any future absences for up to the next six (6) months. If the nurse fails to provide such documentation, the nurse may be subjected to progressive disciplinary action.

**16.7 Integration of Disability and Worker's Compensation Benefits.** Payment of sick leave shall not affect and shall be supplementary to Disability payments or Worker's Compensation. A nurse entitled to Disability or Worker's Compensation benefits shall receive, in

addition thereto, such portion of accumulated sick leave as will meet but not exceed the normal earnings of such nurse for the nurse's normal work week.

## **ARTICLE 17 - HEALTH PROGRAM**

**17.1 Insurance.** Medical, Surgical, and Hospital insurance coverage shall be provided and paid for by the Hospital for all regular employees who average working twenty-four (24) or more hours per week. Part-time nurses averaging less than twenty-four (24) hours per week may elect to be enrolled for such coverage at their own expense. Nurses will be reviewed each June and December to determine whether they have averaged twenty-four (24) or more hours per week for the preceding six (6) months. Changes in health care providers available under existing plans shall not be considered a reduction in benefits. There shall be no reduction in health care benefits during the life of this Agreement without first providing written notice to the Association. The Association shall have ten (10) calendar days after the date of Employer's notice to notify the Employer in writing of its intent to bargain over such reductions.

**17.2 Dental Insurance.** The Hospital shall provide dental insurance coverage for nurses regularly working twenty-four (24) or more hours per week. Nurses eligible for dental insurance may elect dependent coverage at their own expense.

**17.3 Life Insurance.** The Hospital will provide life insurance on a sliding scale to nurses regularly working thirty-five (35) hours or more per week. The coverage is equal to twice (2x) the number of hours regularly scheduled to work (not to exceed 2,080) times the basic hourly wage as defined by the plan.

**17.4 Long-Term Disability Insurance.** Long-term disability insurance coverage will be provided by the Hospital for nurses regularly working thirty-five (35) or more hours per week.

**17.5 Health Screening.** The Hospital shall provide a Mantoux test and Rubella/Rubeola screen for new nurses. The Hospital requires pre-employment drug screening.

**17.6 Unemployment Compensation.** The Hospital shall provide Unemployment Compensation insurance for all registered nurses.

**17.7 Worker's Compensation.** The Hospital shall provide Worker's Compensation insurance for all registered nurses.

**17.7.1** In the event of an accident or illness resulting from the job, the wages for the first three (3) days will be paid (until Worker's Compensation commences) from the employee's accrued sick leave benefits.

**17.7.2** In the event Worker's Compensation does not cover the loss of wages for the first three (3) days, the nurse will be compensated for this time under the sick leave program.

**17.7.3** The nurse will not be made more than whole by any combination of sick leave and Worker's Compensation. If a nurse is permanently replaced during a time of job-related illness or injury, the Hospital will make a reasonable effort to return the nurse to a similar position and shift with entitlement to previously accrued benefits.

**17.8 Liability Insurance.** Liability insurance coverage will be provided by the Hospital for all nurses.

## **ARTICLE 18 - LEAVE OF ABSENCE**

**18.1 Definition.** A leave of absence is a period of approved time that a nurse is away from the job for a valid reason and for which no pay or benefits are received.

**18.2 Eligibility.** Nurses are eligible to apply for a leave of absence upon completion of six (6) months of employment.

**18.3 Leave Requests.** All requests for leave of absence shall be submitted in writing to the nurse's immediate supervisor at least thirty (30) days prior to date of requested leave, except in the case of parenting leave. This provision does not apply in case of death in the immediate family, as provided below. A written reply to grant or deny the request and specifying the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. Nurses may request up to a six-month leave of absence. Extensions may be requested as outlined in 18.8.

**18.4 Tenure/Benefit Accrual.** Any leave of absence authorized by this Agreement shall not reduce any nurse's tenure so far as that tenure affects regular pay, vacations, sick leave or any other benefits provided by the Hospital under this Agreement but benefits shall not continue to accrue during the period of an unpaid leave of absence exceeding seven (7) calendar days.

**18.5 Buffer Period.** A buffer period of 7 calendar days following exhaustion of sick pay or vacation pay shall be permitted when there is reason to believe the nurse may be able to return to work within the buffer period. If it is known that the nurse is going to require a leave of absence, the buffer period does not apply and the nurse will be placed on leave of absence if eligible following exhaustion of sick or vacation pay.

Authorized leave without pay for a period of seven (7) consecutive calendar days or less shall not alter a nurse's service date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by the nurse.

**18.6 Return from Leave.** Upon returning from unpaid leave of more than thirty (30) days in length, the nurse will be given the first opportunity to return to a position for which the nurse is

qualified and will be given the first opportunity to return to the nurse's former position if and when the position is open. The nurse's previous seniority and entitlement to other benefits at the time of the leave of absence will be restored.

**18.7 Other Employment During Leave.** The nurse may not take other employment during the leave of absence without written authorization from the Hospital. The nurse may be denied reinstatement for failure to return to employment at the expiration of the leave of absence or for falsification of reasons to justify the request for a leave of absence.

**18.8 Leave Extension.** Subject to approval, a 6 month extension of authorized leave may be granted for extenuating circumstances.

**18.9 Position Guarantee Conditions.** Except where a greater guarantee is required by law, nurses on unpaid leave of thirty (30) days or less shall be guaranteed their same position and shift upon return from the leave of absence. If it is known that the nurse does not intend to return within thirty (30) days, the Hospital will post the position.

**18.10 Health/Parenting Leave.** Permission shall be granted for leave of absence without pay for health/parenting reasons without loss of accrued benefits. Accrued vacation leave for the period of temporary disability may be used at the nurse's option prior to commencing a health or parenting leave. A nurse with one (1) through nine (9) years seniority who is on a health or parenting LOA not exceeding thirty (30) calendar days shall be entitled to return to her/his prior position. A nurse with ten (10) or more years seniority who is on a health or parenting LOA not exceeding forty-five (45) calendar days shall be entitled to return to his/ her prior position. Health or parenting leave shall not exceed one (1) calendar year unless an extension is approved by the Hospital or unless such leave is granted under Section 16.5.

Washington State law provides that nurses who have been employed at least a total of twelve (12) months and have worked for at least 1,250 hours during the last twelve (12) months are entitled to a total of twelve weeks of unpaid leave during any twelve-month period for one of more of the following reasons:

- a. Leave for birth of a child of the employee and in order to care for the child;
- b. Leave for placement of a child with the employee for adoption or foster care;
- c. Leave to care for an employee's family member who has a serious health condition;
- d. Leave because the employee has a serious health condition that makes the employee unable to perform the functions of his or her position.

Nurses who are returning from this type of leave are entitled to:

- a. the same position held when the leave commenced, or
- b. a position with equivalent benefits, working conditions and pay as when the leave commenced.

**18.11 Education Leave.** It is the policy of the Hospital to encourage further educational pursuits by the professional nurse.

**18.12 Military Leave.** Leave required for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time unless so requested by the nurse.

**18.13 Miscellaneous Leave of Absence.** Leaves of absence without pay may be granted for other purposes.

**18.14 Sabbatical.** At the end of each five (5) years of continuous employment, the nurse will, upon request, be granted an unpaid personal leave of absence which, when combined with any accrued annual leave shall not exceed six (6) months. Upon return the nurse will be eligible for the first open position for which the nurse is qualified.

Sabbatical requests shall be processed within parameters of Section 18.3. In addition, in cases of competing requests which cannot reasonably be accommodated, bargaining unit seniority shall determine who shall receive the sabbatical preference. However, if a junior nurse has requested and received approval for a specific period, that nurse will not be preempted.

**18.15 Family Medical Leave.** A nurse who has been employed for a total of at least twelve (12) months and has worked 1,250 hours over the previous twelve (12) months may be eligible to apply for up to twelve (12) weeks leave of absence under the Family and Medical Leave Act for one or more of the following reasons:

1. For the birth or placement of a child for adoption or foster care; or
2. To care for an immediate family member (spouse, child or parent) with a serious health condition; or
3. To take medical leave when the employee is unable to work because of his/her own serious health condition.

The Hospital has the right to require advance notice of thirty days when the leave is "foreseeable." Medical certification may also be required.

The Hospital will continue the nurse's health coverage during the FMLA entitlement. Nurses returning from a family medical leave shall be returned to their same job or an equivalent job of like pay if they return at the conclusion of the twelve work weeks providing the nurse's position was not otherwise eliminated in a layoff. When there has been a layoff, reinstatement will be according the recall provisions of this Agreement.

The use of vacation time and personal holidays will be required and will be counted as part of the family medical leave. If the nurse is on a family medical leave for a child who has a serious health condition or if the nurse has a serious health condition, the nurse will also be required to use sick leave which will count as part of the family medical leave entitlement.

**18.16 Americans With Disabilities Act.** The parties to this Agreement recognize that the Americans with Disabilities Act (ADA) imposes certain requirements on an employer with regard to the hiring and retention of employees. The parties accordingly agree that, notwithstanding any other provision to this Agreement, the Hospital may take any action it deems necessary in order to comply with the provisions of the ADA, except that the Hospital shall not displace any bargaining unit nurse in order to accommodate another employee's disability.

Where possible, the WSNA shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Hospital shall meet with the WSNA to explain the reasons for the action to be taken.

Compliance with the requirements of the ADA shall not be subject to enforcement through the arbitration provisions of the grievance procedure but may be pursued by the nurse through the Equal Employment Opportunity Commission or other proper avenues.

## **ARTICLE 19 - FUNERAL LEAVE AND JURY DUTY**

**19.1 Death in the Family.** An excused absence with pay shall be granted for seven (7) consecutive calendar days for death in a registered nurse's immediate family. The immediate family is defined to include spouse, domestic partner, child, brother or sister, grandparent, parent and parent of spouse, brother or sister of spouse, or any dependent domiciled in the house of the registered nurse. Pay shall be at the registered nurse's regular straight time rate for any scheduled days missed during the seven (7) consecutive calendar day period and shall not exceed five (5) days' wages. The leave period shall commence on the day of death, the day of funeral or any day in-between at the nurse's election. In the event that additional time off is required by the nurse as a result of the death within the family, earned vacation time will be granted.

**19.2 Jury Duty.** Regular full-time and part-time nurses who are called to serve on jury duty on their scheduled work day shall be compensated by the Hospital for the difference between their jury duty pay and their normal straight-time pay.

## **ARTICLE 20 - CONFERENCE COMMITTEE**

Hospital management, jointly with the elected representatives of the registered nurses of Holy Family Hospital, shall establish a Conference Committee to assist with personnel and related matters. The purpose of the Conference Committee is to foster improved communications between the Hospital and the nursing staff. Such a Committee shall be on a permanent basis and meet at least quarterly and shall consist of up to four (4) representatives of management and one (1) nurse from each unit. One (1) of the four (4) management representatives shall be the Vice President, Patient Care Services. All members of the Committee shall be nurses of the Hospital. The Committee shall serve in an advisory capacity only.

## **ARTICLE 21 - EDUCATION AND TRAINING**

**21.1** The Hospital will provide an orientation, training and education program for all registered nurses.

**21.2** To the extent possible, such programs as inservice education or training will be conducted at times convenient to all shifts. Programs will be designated mandatory or not mandatory. Nurses required to attend mandatory programs on off duty time will be paid at the appropriate rate for such time for a minimum of one (1) hours.

**21.3** Nurses should participate in programs deemed essential by the Hospital. The Association will promote attendance at such programs.

**21.4** Appropriate programs of orientation, training and education may be required for a nurse prior to promotion or position reassignment.

**21.5** The Hospital's own staff development program may be complemented by taking advantage of outside conferences under the following conditions:

a. When there is a direct job relationship and an application of such training by the nurse to the job.

OR

b. Where the continuing education is relatable to professional growth and development and only indirectly relatable for job application.

**21.6** Nurses desiring to take advantage of conferences may do so only when the Hospital can schedule such leave without adversely affecting patient care continuity. A nurse desiring to take advantage of such conferences shall give adequate notice of the nurse's desire to permit the Hospital to adjust schedules without disruption.

**21.7** Nurses desiring to take advantage of conferences pursuant to Paragraphs 21.5 (a) or (b) above, shall obtain approval of the conferences from the Vice-President, Patient Care Services to be eligible for the wage and expense provisions of those paragraphs. Nurses attending such conferences shall provide written and oral reports to the inservice programs upon their return. The Hospital may require proof of attendance at such conferences or programs.

**21.8** The paid leave provisions of this Section shall apply to all full and part-time nurses as follows:

	<u>Scheduled Hours Per Pay Week</u>		
	8 - 23	24-34	35 - 40
1-5 Years continuous service			
Paid hours per year	8	16	24
6-10 Years continuous service			
Paid hours per year	16	24	32
11-15 Years continuous service			
Paid hours per year	24	32	40
16+ Years continuous service			
Paid hours per year	32	40	48

Equal opportunity to attend shall be given to all nurses within the framework of the limitations of this Section. This compensated leave provision is non-cumulative from year-to-year. If a nurse voluntarily terminates within six (6) months of taking advantage of the provisions of Paragraphs (a) or (b) above, an amount equal to the amount such nurse received above shall be offset against any amount due under Article 14 Vacations, Section 14.4, unless the written and oral reports to the inservice programs called for in the preceding paragraph have already been given.

**21.9 Payment of Registration.** The hospital will pay registration fees for approved educational programs according to the following guidelines:

- a. Registration fees of no more than \$250 for a one (1) day conference.
- b. Registration fees of no more than \$450 for a two (2) or more day conference.

**21.10 Supplemental Nurses.** The Hospital will pay the registration fee for a Supplemental Nurse who attends an outside continuing education program approved by Nursing Administration, based upon the following: a Supplemental Nurse with one (1) through five (5) years of seniority shall be entitled to one (1) registration fee day per anniversary year; six (6) through nine (9) years of seniority, two (2) registration fee days per anniversary year; ten (10) or

more years of seniority, three (3) registration fee days per anniversary year. This benefit is noncumulative from year-to-year.

**21.11 Tuition Reimbursement.** After one (1) year of continuous employment at Holy Family Hospital, the Hospital may provide up to fifty percent (50%) tuition reimbursement for nurses regularly scheduled to work sixteen (16) hours or more per week. The amount to be paid shall be specified at the time of the request for tuition reimbursement and shall not exceed five hundred dollars (\$500) per calendar year for full-time nurses, two hundred and fifty dollars (\$250) per calendar year for nurses who are regularly scheduled to work twenty-four (24) to thirty-four (34) hours per week and one hundred and fifty dollars (\$150) per calendar year for nurses who are regularly scheduled to work sixteen (16) to twenty-three (23) hours per week.. In order to qualify for tuition reimbursement, the nurse must receive a grade of C or better for undergraduate courses and B or better for graduate level courses. Non-credit courses may qualify for tuition reimbursement if approved.

**21.11.1** The Vice-President, Patient Care Services must approve the proposed course or sequence of studies which shall be directly related to the nurse's professional employment.

**21.11.2** The nurse must sign a certificate that she/he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.

**21.11.3** Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, however, that the nurse shall repay the Hospital any reimbursement she/he has been paid hereunder to the extent that she/he does not continue to or make herself/ himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.

## **ARTICLE 22 - GRIEVANCES AND ARBITRATION**

**22.1** A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant in accordance with the following procedure.

Time limits set forth in the following steps may be extended only by mutually written consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Hospital does not comply with the time limitations, the grievant shall have the right to proceed to the next step of this procedure.

This procedure herein shall serve as the sole mechanism for adjudication of disputes which may arise out of any alleged violation of this Agreement.

### **Step 1 Immediate Supervisor**

All complaints and disputes concerning the interpretation or application of this Agreement shall be presented in writing (in duplicate) to the immediate supervisor (unit director or above) by the nurse involved within thirty (30) calendar days after its occurrence. One (1) copy of the grievance shall be sent to the Local Unit Chairperson.

At any step of this procedure, the Association representative shall have the right to be present. The immediate supervisor shall issue a written response to the grievant within ten calendar days.

### **Step 2 Vice-President Patient Care Services**

If the grievance is not resolved at Step 1, the grievant shall have the right to submit the written grievance on the matter to the Vice-President, Patient Care Services or designee within ten (10) calendar days from the date of decision of the immediate supervisor. Within five (5) calendar days of receipt of said grievance, the Vice-President, Patient Care Services or designee shall convene a meeting of all interested parties, including a Local Unit Officer, and shall issue a written decision in the matter to both of the Local Unit Officers within ten (10) calendar days of said meeting.

### **Step 3 Hospital President**

If the grievance is not resolved in Step 2 above, the grievant shall present the written grievance to the Hospital President or his/her designee within ten (10) calendar days from the Step 2 decision. The President shall meet with an Association representative within five (5) calendar days of receipt of grievance, and shall submit a written reply to the grievant, with copy to the Association representative, within ten (10) calendar days following the meeting. If the Hospital does not comply with the time limitations at Step 3, the Association shall have the right to proceed to Step 4, Arbitration.

### **Step 4 Arbitration**

If the grievance is not satisfactorily adjusted on the basis of the foregoing procedure, the Association may, within ten (10) calendar days of receipt of a decision of the President, submit the issue by written notice for final determination by a neutral arbitrator to be selected as follows: The Association shall request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) individuals having arbitration experience appropriate to the issue in dispute, and from which each party shall alternately strike names. The remaining name will be designated arbitrator. The party seeking arbitration shall strike the first name.

The arbitrator shall hold a hearing and base the decision on the evidence elicited at such hearing. The decision shall be submitted in writing and be final and binding upon the Hospital and the Association.

The arbitrator shall not have any power to add to or subtract from, alter or amend the terms of this Agreement.

**22.2** The expense of the neutral arbitrator and the expenses incidental to the arbitration shall be shared equally by the Hospital and the Association. Each party shall be responsible for the expenses of its own witnesses or any other representatives participating in the arbitration.

**22.3** All time limits set forth in this Article are of the essence and may be extended only by mutual agreement signed by the Hospital and the Association. Grievances not raised in accordance with the foregoing procedures and time limits will be waived and will not be considered.

**22.4 Group Grievance.** Any common grievance involving a significant number of nurses which has the same factual basis, may be submitted by the Association at the Step 2 level provided the grievance is submitted within thirty (30) calendar days of its occurrence.

### **ARTICLE 23 - PERFORMANCE OF DUTY (NO STRIKE)**

It is recognized that the Hospital is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown or work stoppage, or threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Hospital agrees that during the same period there shall be no lockouts.

### **ARTICLE 24 - SEPARABILITY**

It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by courts or proper governmental agencies to be in contravention to any state or federal law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that the remainder of the Agreement shall remain in full force and effect. The Hospital and the Association agree to jointly revise those portions which are determined invalid to conform with state and federal law.

### **ARTICLE 25 - ENTIRE AGREEMENT**

The foregoing represents the entire Agreement between the parties. Any agreements which add to or take away from the terms of this Agreement which are entered into between individual nurses and the Hospital shall not be deemed valid unless approved in writing by the Association.

#### **ARTICLE 26 - RETENTION OF BENEFITS**

This Agreement shall not operate to reduce any benefits specified in the Agreement which are now more favorably enjoyed by nurses covered therein.

#### **ARTICLE 27 - PENSION PLAN**

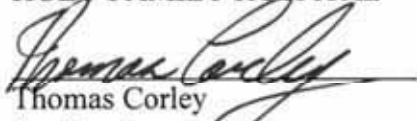
The Hospital will maintain a pension plan for eligible nurses which shall be at least equivalent to the plan currently in effect.

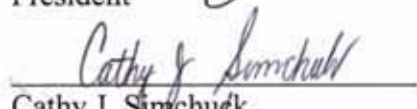
#### **ARTICLE 28 - DURATION AND RENEWAL OF AGREEMENT**

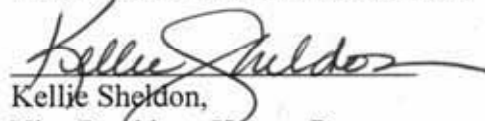
This Agreement shall be effective from April 10, 2008, and will continue in full force and effect until midnight February 15, 2011 unless extended by mutual agreement. Should either party desire to amend the terms of this Agreement, a written notice of opening shall be submitted by registered mail no later than ninety (90) days prior to the expiration of this Agreement. Unless mutually agreed otherwise, the parties shall meet within thirty (30) days of timely notice for the purpose of negotiating a new Agreement.

DATED this 12<sup>th</sup> day of May, 2008.

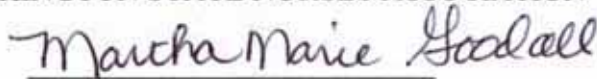
HOLY FAMILY HOSPITAL

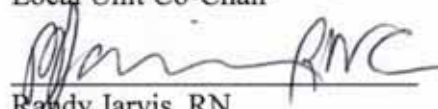
  
Thomas Corley  
President

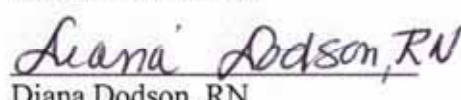
  
Cathy J. Sintchuck,  
Vice President Patient Care Services

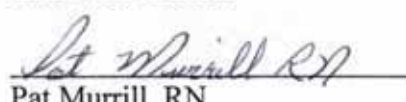
  
Kellie Sheldon,  
Vice President, Human Resources


WASHINGTON STATE NURSES ASSOCIATION

  
Martha Goodall, RN  
Local Unit Co-Chair

  
Randy Jarvis, RN  
Local Unit Co-Chair

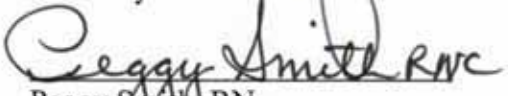
  
Diana Dodson, RN  
Grievance Officer

  
Pat Murrill, RN  
Treasurer



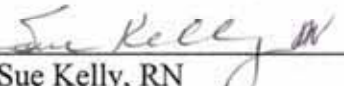
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Michael Whitley, RN  
Secretary




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Peggy Smith, RN  
Membership Chair




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Sue Kelly, RN  
Negotiating Team Member



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Michael Sanderson  
WSNA Counsel



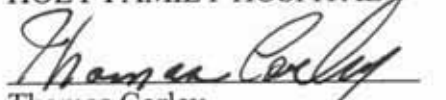
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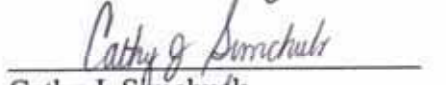
Carmen Garrison, RN  
WSNA Nursing Representative


### Letter of Understanding re Association Membership

The Association and the Employer agree that those employees employed by Holy Family Hospital in any capacity outside the RN Bargaining unit on March 2, 2005, who later becomes a member of the Bargaining unit, shall have the option of remaining non-members and shall have no obligation to join the Association or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of their employment provided, however, should such an employee voluntarily join the Association after this agreement is ratified, the employee shall comply with the membership commitments of Article 5 thereafter.

HOLY FAMILY HOSPITAL


  
Thomas Corley  
President

  
Cathy J. Simchuck,  
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