

**EMPLOYMENT AGREEMENT**

**Between the**

**KITTITAS VALLEY COMMUNITY HOSPITAL**

**(Kittitas County Public Hospital District No. 1)  
Ellensburg, Washington**

**and the**

**WASHINGTON STATE NURSES ASSOCIATION**

**(January 1, 2009 – December 31, 2011)**

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(January 1, 2009 – December 31, 2011)

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**Between the**

**KITTITAS VALLEY COMMUNITY HOSPITAL**

**(Kittitas County Public Hospital District No. 1)**

**Ellensburg, Washington**

**and the**

**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is made and entered into by and between Kittitas County Public Hospital District #1 (d.b.a. Kittitas Valley Community Hospital), Ellensburg, Washington, and the Washington State Nurses Association as the professional organization representing the Registered Nurses employed by the above named Hospital.

**ARTICLE 1 - PURPOSE**

The main purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality patient care by establishing equitable employment conditions and an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by Hospital administrators and representatives of the nurses.

**ARTICLE 2 - RECOGNITION**

The Hospital recognizes the Association as the sole bargaining representative for all registered nurses whose classifications appear in Article 3 of this Agreement, and will deal with its representatives with respect to wages, hours, working conditions, adjustment of grievances and other pertinent matters as specified in this Agreement.

**ARTICLE 3 - DEFINITIONS WITHIN THE BARGAINING UNIT**

**3.1 Employees Covered.** The employees of Kittitas Valley Community Hospital covered by this Agreement are all non-supervisory professional Registered Nurses and temporary licensed nurses employed by the Hospital as resident nurse, staff nurse, or charge nurse.

**3.2 Resident Nurse.** A Registered nurse whose clinical experience after graduation is less than twelve (12) months, or a Registered Nurse who is returning to practice with no current clinical training and experience. "No current clinical training and experience" is defined as a break in clinical practice of twelve (12) months or more. Such a nurse shall be assigned as a team member under close and direct supervision of a more experienced Registered Nurse. Close and direct supervision shall be defined as working in conjunction with other Registered Nurses. Residency shall not exceed six (6) months unless mutually agreed to by the Patient Care Services Administrator/CNO, and the individual nurse involved.

**3.3 Staff Nurse.** A Registered Nurse who is responsible for the direct and/or indirect total nursing care of the patient.

**3.4 Charge Nurse.** A Registered Nurse who is assigned by the nurse manager or supervisor to be responsible for coordinating nursing operations on a nursing unit for a specific shift.

**3.5 Full-Time Nurse.** A Registered Nurse who is regularly scheduled on a forty (40) hour per week or eighty (80) hour per fourteen (14) day basis. Such a nurse shall share fully all benefits outlined in this Agreement. No nurse shall work more than six (6) consecutive days unless the individual nurse agrees otherwise.

**3.6 Part-Time Nurse.** An RN regularly scheduled for less than eighty (80) hours per pay period. Such a nurse will be compensated the same as a full-time nurse, except that pay in benefits, holidays, vacation, and sick leave are to be reduced according to reduced work. A part-time nurse shall be eligible for an annual step increase based on designated FTE status per Section 5.1 herein. Part-time nurses scheduled with an FTE of less than .6 may elect a salary premium of fifteen percent (15%) of their present step in lieu of all fringe benefits (Medical Insurance, Dental Insurance, Vision Insurance, Vacation, Holidays, Sick Leave, Life Insurance, Long Term Disability, Education Leave/Professional Leave, Pension and Paid Emergency Leave) except standby pay, worked holiday pay, weekend differential, shift differential and unpaid Emergency Leave.

The election of either option must take place within ten (10) working days after the date of employment. The part-time nurse may change to the other benefit option, with the Employer's approval, during open enrollment.

No nurse shall work more than six (6) consecutive days unless the individual nurse agrees otherwise.

**3.7 Per Diem Nurse.** An RN who works on a non-regularly scheduled basis. Such nurses may also be assigned to a regularly scheduled position on a temporary basis, not to exceed six (6) months, with Administrative approval. Per diem nurses shall not be eligible for any other fringe benefits except for standby pay, shift differential, and worked holiday pay. Per Diem nurses shall receive fifteen percent (15%) of their presently earned step as a salary premium in lieu of all fringe benefits (Medical Insurance, Dental Insurance, Vision Insurance, Vacation, Holidays, Sick Leave, Life Insurance, Long Term Disability, Education Leave/Professional Leave, Pension and Paid Emergency Leave), except standby pay, shift differential, unpaid emergency leave, weekend differential, and worked holiday pay. The prorated benefit option is not available to per diem nurses

**3.7.1** Per diem nurses must make themselves available to work four (4) weekends (8 shifts) per calendar quarter, and also two (2) major and two (2) minor holiday during a calendar year. Major holidays are: Labor Day, Thanksgiving Day, Christmas Day and New Years Day. Minor holidays are: President's Day, Memorial Day, Fourth of July and Veteran's Day.

**3.7.2** Part-time nurses who pick up additional hours in other departments on a non-regularly scheduled basis shall not be considered Per Diem for pay status for the Hospital, but may be considered Per Diem for scheduling purposes. Additionally a part-time nurse who picks up per diem hours in other departments shall not be subject to the provisions in 3.7.1.

**3.8 Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, and evaluating the new skill development of a nurse or nurses, nurse students or surgical technologists, the parameters of which have been set forth in writing by the

Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary sense of their responsibilities will be expected to participate in the general orientation process (and this shall not constitute a preceptor assignment) of newly hired nurses, float nurses, agency nurses, and ancillary personnel.

#### **ARTICLE 4 - MEMBERSHIP**

**4.1 Membership.** All nurses covered by this Agreement and deriving the benefits of said Agreement, as a condition of continued employment are expected to become members of the Association. New nurses employed are expected to join the Association within thirty (30) days after employment, if not already members or in lieu thereof, are expected to pay to the Association an amount equal to that portion of the membership dues and fees paid by members of the Association, which are directly allocable to cover the costs of representing nurses in the bargaining unit, as set forth in Article 2 hereof, which amount shall be known as a "representation fee"; provided, however, any nurse who, based on bona fide religious tenets or teachings of a church or religious body of which the nurse is a member, objects to joining the Association and/or paying the said representation fee, shall be expected, in lieu thereof, pay an amount equal to said representation fee to a non-religious charity or to another charitable organization mutually agreed upon between such nurse and the Association.

**4.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct professional dues from the pay of each member of the Association who executes a wage assignment authorization card. Nurses temporarily employed by the Hospital, will be required to make a prorated contribution to the Association equivalent to the current dues paid by members, if they stay beyond twenty-six (26) weeks. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted. The Association will indemnify and hold the Employer harmless from any and all claims, demands, suits or any other forms of liability that shall arise against the Hospital for actions taken consistent with the requirements of Section 4.2.

**4.3 Contract Distribution.** Kittitas Valley Community Hospital will distribute a copy of this Agreement and a membership application/payroll deduction card as supplied by WSNA to newly hired RNs. The Hospital will make a good faith effort to notify the local unit chairperson (LUC) immediately following the completion of their new hire paperwork.

**4.4 Roster.** Twice annually, in the months of January and July, the Hospital's Human Resource office will provide the Association with a roster via an excel spread sheet attachment to e-mail containing the name, address, phone number, employee identification number, unit, FTE, regular rate of pay, date of hire and most recent date of hire of all nurses employed at the Hospital and covered by this Agreement. A written copy of this document will be provided to the Local Unit Chairperson or designee. On the fifteenth day of each month the Hospital's Human Resource office will provide the Association and the Conference Committee Chairperson or designee with a list, containing the above information, of newly hired and terminated registered nurses in the bargaining unit. This list shall also include nurses who have moved into or out of the bargaining unit through transfer or promotion. Nurses will keep the Employer informed of any changes of address or phone number.

## ARTICLE 5 - SALARY AND WAGES

**5.1 Step Increases.** For purposes of computing longevity (wage) increments (steps), a full-time or part-time nurse who holds a designated .5 FTE or more at the time of the nurses hiring anniversary date shall be credited with a year of service and moved to the next step after a twelve (12) month period following the nurses most recent step advancement. Placement on a newly created step shall not be considered a step advancement. A part-time nurse who holds a designated FTE less than a .5 FTE at the time of the nurses hiring anniversary date (or a per diem nurse), shall be credited with a year of service and moved to the next step after a twenty-four (24) month period following the nurses most recent step advancement. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

**5.2 Compensation.** All compensation changes, as well as vacation accrual changes, shall be effective beginning the first day of the first pay period on or after the date noted. Wage rates under this Agreement shall be:

|                     | <u>January 1, 2009 (5%)</u> | <u>January 1, 2010 (4.25%)</u> | <u>January 1, 2011 (4%)</u> |
|---------------------|-----------------------------|--------------------------------|-----------------------------|
| Base                | \$25.15                     | \$26.22                        | \$27.26                     |
| Upon Completion of: |                             |                                |                             |
| Step 1              | \$26.00                     | \$27.10                        | \$28.19                     |
| Step 2              | \$26.86                     | \$28.00                        | \$29.12                     |
| Step 3              | \$27.72                     | \$28.90                        | \$30.05                     |
| Step 4              | \$28.58                     | \$29.80                        | \$30.99                     |
| Step 5              | \$29.41                     | \$30.66                        | \$31.89                     |
| Step 6              | \$30.27                     | \$31.56                        | \$32.82                     |
| Step 7              | \$31.12                     | \$32.44                        | \$33.74                     |
| Step 8              | \$31.96                     | \$33.32                        | \$34.65                     |
| Step 9              | \$32.82                     | \$34.22                        | \$35.59                     |
| Step 10             | \$33.65                     | \$35.08                        | \$36.49                     |
| Step 11             | \$34.50                     | \$35.97                        | \$37.41                     |
| Step 12             | \$35.36                     | \$36.87                        | \$38.34                     |
| Step 13             | \$36.19                     | \$37.73                        | \$39.24                     |
| Step 14             | \$37.05                     | \$38.63                        | \$40.17                     |
| Step 15             | \$37.88                     | \$39.49                        | \$41.07                     |
| Step 16             | \$38.73                     | \$40.38                        | \$42.00                     |
| Step 18             | \$39.63                     | \$41.31                        | \$42.96                     |
| Step 20             | \$40.45                     | \$42.16                        | \$43.85                     |
| Step 22             | \$41.32                     | \$43.07                        | \$44.80                     |
| Step 24             | \$42.24                     | \$44.04                        | \$45.80                     |
| Step 26             | \$43.19                     | \$45.02                        | \$46.82                     |
| Step 28             | \$44.48                     | \$46.37                        | \$48.23                     |

**5.3 Recognition of Experience.** Nurses hired during the life of this Agreement shall be placed on the salary schedule in the following manner:

Nurses with one (1) to four (4) years of continuous experience in nursing shall be given full credit for their recent continuous nursing experience for the purpose of step placement.

Nurses with more than four (4) years of continuous recent experience in nursing shall be given not less than full credit minus two (2) years for their recent continuous nursing experience for the purpose of step placement. However, step placement shall not be less than the fourth (4th) step.

For the purpose of this section, recent continuous experience shall be defined as clinical nursing experience in an accredited hospital without a break in nursing experience of more than one (1) year which would reduce the level of nursing skills. It is agreed that the nurse's experience shall be reviewed and evaluated by the nurse and the Patient Care Services Administrator/CNO. Actual clinical knowledge utilized in other health care settings will be considered toward the recognition of experience if determined by the Patient Care Services Administrator/CNO, to be equivalent.

## **ARTICLE 6 - PREMIUM PAY**

**6.1 Shift Differential.** The Premium for evening shift (3 pm - 11 pm) is two dollars and twenty-five cents (\$2.25) per hour over the hourly contract rate of pay. The premium for night shift (11 pm - 7 am) is three dollars and fifty cents (\$3.50) per hour over the hourly contract rate of pay. On the first day of the first pay period in 2010, the premium for night shift (11 pm - 7 am) will increase by twenty-five cents (\$0.25) to a total of three dollars and seventy-five cents (\$3.75).

**6.1.1 Innovative Shifts.** Innovative shifts of ten (10) and twelve (12) hour duration will be compensated for including shift differential for the hours worked within that shift (i.e. 7:00 a.m. to 7:00 p.m., receives eight (8) hours at day rate and four (4) hours at the evening rate). Nurses working a ten (10) or a twelve (12) hour shift with a majority of hours worked on the night shift shall receive night shift differential for all hours worked.

**6.2 Standby Pay.** Regular standby pay shall be at the rate of three dollars and fifty cents (\$3.50) per hour. Holiday standby pay shall be at the rate of three dollars and seventy-five cents (\$3.75) per hour for those holidays set forth in Section 10.1 herein. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits.

**6.3 Call Back.** Any time actually worked on call back or when called in on standby call shall be compensated at the rate of time-and-one-half (1 1/2) the regular rate for a minimum of three (3) hours. Standby premium shall be paid only during the actual time the nurse is on standby, and shall not be applicable while the nurse is on call back on the Hospital premises.

**6.4 Temporary Assignment to a Higher Position.** A nurse assigned to a higher position for a period of one (1) day or more shall be compensated for such work at the rate of pay applicable to the higher position. Provided, however, that a nurse who is regularly assigned to a higher position on a given shift who is asked to perform the duties of a lesser position during that shift, shall continue to receive pay at the rate for the higher position.

**6.5 Certification Premium/BSN/MSN Premium.** A registered nurse with a Bachelor of Science and/or Masters of Science Nursing Degree shall receive an additional one dollar (\$1.00) per hour over the contract rate of pay. Nurses who become and remain nationally certified in recognized clinical specialties, as set forth in Section 6.5.1 below, will receive a premium of one dollar (\$1.00) per hour. Nurses with both a certification and BSN or MSN degree shall receive two dollars and (\$2.00) per hour over the contract rate of pay. Nurses who do not maintain their certification will not receive the additional one dollar (\$1.00). Nurses are responsible to provide documentation of re-certification to Human Resources and failure to provide documentation shall result in removal of this premium pay.

**6.5.1 Recognized Certification Includes.** Certified Med/Surg, Certified Emergency Nurse, (CEN), RNC credential in: Inpatient Obstetric Nursing (INPT), Maternal Newborn Nursing (MN), Low Risk Neonatal Nursing (LRN), Neonatal Intensive Care Nursing (NIC) by the, National Certification Corporation (NCC) , Critical Care Registered Nurse, (CCRN), Certified Nurse Operating Room(CNOR), Oncology Certified Nurse (OCN), Certified Post Anesthesia Nurse CSPAN, and any other certifications as mutually agreed by the Association and the Hospital during the term of this Agreement. Nurses are eligible to earn only one (1) certification pay at a time.

**6.6 Weekend Premium.** Nurses will receive a premium of three dollars and twenty-five cents (\$3.25) per hour for any hours worked on a weekend as defined in Section 9.11.

**6.7 Preceptor Pay.** Any nurse assigned as a preceptor shall receive a premium of one dollar and twenty-five (\$1.25) cents per hour. This is to be based on hours worked as a preceptor only.

**6.8 Charge Nurse.** Any nurse assigned as a Charge Nurse shall receive a premium of one dollar and fifty cents (\$1.50) per hour during the period of assignment.

## **ARTICLE 7 - VACATIONS**

An annual vacation is granted for the nurse's recreation and health, and to enable the nurse to return to the job with renewed strength and vigor. Vacation schedules will be developed by the appropriate Department Head. Every effort will be made to schedule vacation periods at times mutually agreeable to the Department Director, and the nurse involved, according to the following schedule:

### **7.1 Schedule of Vacation Time in Relation to Tenure of Employment.**

| <u>Tenure</u>      | <u>Vacation Hours</u> |
|--------------------|-----------------------|
| Through 2nd Year   | 80 hours              |
| 3rd and 4th Years  | 96 hours              |
| 5th and 6th Years  | 120 hours             |
| 7th and 8th Years  | 136 hours             |
| 9th and 10th Years | 160 hours             |
| 11th Year and on   | 200 hours             |

Nurses hired before July 1, 1986, may accrue up to four hundred eighty (480) hours. Other nurses may accrue up to two hundred eighty (280) hours. Nurse's annual anniversary date shall be used to determine accrual levels. Any days over the maximum accrual levels shall be paid down to that level. Time worked, which is paid on an overtime basis, shall count as time worked for purposes of computing vacation accrual, not to exceed two thousand eighty (2080) hours within any twelve (12) month period.

**7.1.1 Notice of Approval.** Leave for vacation may be requested four (4) times per year in accordance with the following schedule: Requests for March 1 through May 31 must be submitted by January 1; June 1 through Labor Day weekend must be submitted by April 1;

September (excluding Labor Day weekend) through November 30 must be submitted by July 1; December 1 through February 28(9) must be submitted by October 1. The Employer will make a good faith effort to respond to the nurse as soon as practical, but not more than thirty (30) calendar days following the due date of the request. Nurses may submit in writing their interest for additional shifts to assist in providing for vacation coverage two weeks prior to the posted schedule. At the time the schedule is posted by the Employer, the Employer shall post all unfilled shifts known at that time. The Employer reserves the right to final assignment of these additional shifts after the Nurse has indicated interest by signing up. The final assignment of these shifts will take into consideration financial impact, quality patient care, and the health and welfare of the Nurse. In the event of conflicting requests for vacation time by two or more nurses within a unit during the request period, seniority shall prevail, except with normal rotation of holidays and Spring Break. Requests for vacation submitted after the request period will be granted on a first-come-first-served basis, these requests must be submitted no less than thirty (30) calendar days prior to posting of the next schedule. As a general rule, during prime time (June 1 through Labor Day weekend) a single request of greater than 14 consecutive calendar days may not be granted if scheduling conflicts occur. Any additional time above the 14 days may be considered after all vacation requests for prime time have been scheduled. The Employer will make a good faith effort to respond to the nurse as soon as practical, but not more than 30 calendar days following the due date of the requests. All vacation leaves are subject to the Employer's staffing requirements and must be approved by the Department Director.

**7.2 Pay Rate.** Vacation pay shall be the amount which the nurse would have earned had the nurse worked during that period at the regular rate on the regular shift.

**7.3 Eligibility.** A nurse is eligible for vacation after six (6) months of continuous employment.

**7.4 Payment Upon Termination.** Provided a nurse has complied with the requirements of Section 11.2 Notice of Resignation, accrued vacation pay shall be granted where employment has been continuous for at least twelve (12) months.

## **ARTICLE 8 - SICK LEAVE**

**8.1 Accumulation.** A nurse shall be entitled to eight (8) hours paid sick leave for each month of continuous employment cumulative up to 720 hours. Sick leave benefits shall accumulate from the date of hire. Sick leave shall be paid at the nurse's regular rate of pay for any of the following conditions of the nurse: (1) illness or injury which has incapacitated the nurse from performing normal duties; (2) disability due to pregnancy, miscarriage, abortion, childbirth and recovery.

**8.2 Proof of Illness.** The Hospital reserves the right to require reasonable proof of illness or temporary disability.

**8.3 Use For Appointments.** Required time for medical and/or dental appointments which cannot be scheduled outside the nurse's normal work schedule may be compensated.

**8.4 Cashout/Conversion.**

(a) Employees may exercise the option to convert any hours in excess of 480 to additional vacation days on the basis of two (2) sick leave hours for one (1) vacation hour. This conversion shall take place on the employee's anniversary date. The employee must notify payroll in writing at least fourteen (14) days in advance of the employee's anniversary date of this election.

(b) Employees hired as of December 20, 2002, shall be eligible to receive a one-time, lump sum, cash pay-out of a percentage of all accrued, unused hours in excess of 720, at age 65 or official retirement, whichever comes first. The cash pay-out percentage will be determined by the employee's longevity based on the following schedule:

|   |                |
|---|----------------|
| Employees with 30 years service and above | 50% of accrual |
| Employees with 20-29 years of service     | 40% of accrual |
| Employees with 10-19 years of service     | 30% of accrual |

Employees who are eligible for this provision of the sick leave benefit but elect to terminate their employment relationship will be eligible for a cash payout equal to 50% of the above-referenced retirement benefit payout. Any employee who fails to give the Employer twenty-one (21) days written notice of resignation or is discharged for cause shall surrender all rights to this benefit.

**8.5 Physician Statement for Return to Work.** If a nurse has been absent due to sickness or injury, the Hospital can require a physician's statement showing that the nurse is able to return to a nurse's normal duties. The Hospital will pay for the cost of that examination. The Hospital reserves the right to choose a physician.

**8.6 Use for Illness of Family Member.** A cumulative total of up to twenty-four (24) scheduled hours of sick leave per year may be used by the nurse for illness of a member of a nurse's immediate family (as defined in Section 12.3). As provided by state law, in the event of a health condition of a nurse's child that requires treatment or supervision, the nurse shall have access to all the sick leave that he or she has accrued for such purpose. In the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law or grandparent of a nurse, the nurse shall have access to all the sick leave that he or she has accrued for such purpose. Provided, however, that nothing contained in this paragraph shall limit use of sick leave as may otherwise be provided by law.

**8.7 Notification.** Nurses will notify the Hospital as far in advance as possible if they are ill and unable to work. Any nurse who fails to comply with this obligation may be subject to disciplinary actions.

**8.8 Worker's Compensation.** A nurse with an occupational illness or injury is eligible to use accumulated sick leave to make up the difference between Worker's Compensation benefits and the nurse's regular pay or until eligibility for Worker's Compensation is determined, provided that the nurse shall return any overpayment to the Hospital. The nurse shall bring the check from the Worker's compensation program to the Human Resource office and the nurse's sick leave accrual shall be reimbursed for an amount equivalent to the amount of the check.

## ARTICLE 9 - HOURS OF WORK AND OVERTIME

**9.1 Work Period.** The basic work period shall be eighty (80) hours in a two (2) calendar week period, or forty (40) hours in a one (1) week period.

**9.2 Work Day.** The standard work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours with a thirty (30) minute meal period on the nurse's own time, if the nurse is relieved of duties during this period. If the nurse cannot take his/her rest or meal period due to work requirements of the nurse, the nurse shall be compensated at the applicable rate of pay.

**9.2.1 Innovative Shifts.** When mutually agreeable in writing to the Employer and nurse, a standard work day may consist of ten (10) hours when the work week scheduled is based on four (4) ten (10) hour days or twelve (12) hours when the work week does not exceed forty hours as defined above. Other innovative work schedules may be established by the employer with the consent of the nurse involved and notification to the local unit chairperson and the Association within five working days of the Agreement. The maximum benefits allowed by such innovative schedules shall be in accordance with the written agreement between the Employer and nurse in relation to the individual nurse's worked FTE allocation up to a maximum of eighty (80) hours per two-week period.

Nurses working six-12 hour shifts (72 hours) per pay period are considered full-time nurses and receive full-time benefits except that sick leave and vacation time shall be calculated on the actual hours worked up to a maximum of eighty (80) hours per two-week work period.

Nurses who work at least one (1) innovative shift during the course of a pay period shall be considered full-time and receive full-time benefits if they work at least 0.9 FTE or greater.

**9.3 Overtime.** Any time actually worked beyond the standard workday shall be paid at the rate of time and one-half (1 1/2x) the regular rate of pay. Regular pay is to include shift differential and any special service premium. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end or prior to the scheduled workday. Overtime pay shall begin as of the end of the scheduled workday or after forty (40) hours has been worked in a workweek or eighty (80) hours in the pay period (depending on whether an employee is working under a 8/80 or forty (40) hour work week schedule) and shall be calculated to the nearest fifteen (15) minutes. The House Supervisor or Department Director must approve all overtime hours. For a nurse working an eight (8) hour shift, he or she shall receive two times (2x) his or her regular rate for all hours worked beyond twelve (12) hours. For a nurse working a ten (10) or twelve (12) hour shift, he or she shall receive two times (2x) his or her regular rate for all hours worked beyond fourteen (14) hours.

**9.4 Overtime Discouraged.** The representatives of both the Hospital and the nurses concur that overtime should be discouraged. Any overtime requirements shall be in compliance with RCW 49.28.130-150.

**9.5 Rest Periods.** Rest periods shall be permitted in accordance with the rules and regulations of the State of Washington; a minimum of ten (10) minutes in each four (4) hour period. Restrooms and lockers are to be provided on the same basis.

**9.6 Meal Periods.** Except for a nurse scheduled to work longer than an eight (8) hour day, a thirty (30) minute unpaid meal period shall occur within five (5) consecutive hours of the start of the workday. For a nurse scheduled to work longer than an eight (8) hour day, a thirty (30) minute unpaid meal period shall occur near the approximate middle of the workday.

**9.7 Posting of Schedules.** Time schedules and days off will be posted at least two (2) weeks in advance. After posting, the schedule may be changed by the Hospital only after consultation with the nurse scheduled. The schedule may be changed at the request of the nurse, only with the approval of the Assistant Administrator, Patient Care Services, or Department Director.

Receipt of schedule requests for days off that are submitted to the nursing secretary on the appropriate form shall be acknowledged in writing within five (5) working days.

**9.8 Low Census.** In the event it is determined that nurses will be asked not to report to work because of low census, the Hospital will implement low census in the following order:

- 1) Eliminate overtime whenever possible;
- 2) Volunteers will be sought;
- 3) Return to regularly scheduled FTE status;
- 4) Per Diem nurses;
- 5) Agency;
- 6) Traveling Nurses;
- 7) Regular part-time and full-time nurses based on seniority and rotated equitably.

Nurses shall be subject to low census in the outlined order, provided other nurses remaining on the unit, in the judgment of the employer, possess substantially the same skills, ability and experience to perform the required work, and patient safety is not an overriding factor. The employer may reassign a nurse subject to low census to any other nursing unit that is not subject to low census, or to special project work, or may utilize the nurse in any other capacity outside the nursing division.

Regular part and full-time nurses will be allowed to work in units other than those to which they are permanently assigned to maintain an equitable rotation of low census if they are qualified to perform the work needed in those other units. The rotation of low census will be calculated equitably.

**9.8.1 Low Census Cap.** Regular part and full-time nurses will not be required to take more than sixty (60) hours of unpaid involuntary low census per six (6) months (July-January). To count as "involuntary low census" for purposes of this Agreement, the nurse must first contact the House Supervisor to determine whether there is other work available.

**9.8.2 Low Census Standby Call.** Nurses notified not to report for work because of low census may be asked to be on standby call for that shift, provided that standby call may be required to maintain regulatory requirements /standards (RCW, WAC, USC, CFR, AWHONN).

**9.8.3 Callback From Low Census.** It is the intent of the Hospital, whenever possible, to restore staff to their scheduled FTE by returning staff to work from low census standby call when there is a need. When more than one (1) department has low censused staff and there is a need to call staff back to work:

- 1) First priority, provided skills and ability are equal as determined by the Employer, shall be given to full-time and part-time regularly scheduled staff, who by taking low census standby call, would have lost regularly scheduled hours.
- 2) Second priority shall be given to those staff who have scheduled extra shifts over and above their FTE, provided this would not cause an overtime situation.
- 3) Last priority will be given to per diem staff and agency/traveler staff.

Low census hours taken shall count toward the accrual of all benefits.

Registered nurses readily available by phone, who are not notified at least two (2) hours prior to the scheduled shift not to report to work, and who report as scheduled, and are released by the Employer because of low census, shall receive a minimum of two (2) hours work or two (2) hours pay at straight time for an eight (8) hour shift, two and one-half (2 1/2) hours pay for a 10-hour shift, and three (3) hours pay for a 12-hour shift. The Employer may assign the nurse to other nursing duties for which the nurse is qualified anywhere in the Hospital.

**9.9 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked until the nurse receives the required rest shall be paid at time and one-half (1 1/2x) the nurse's regular rate. For purposes of this Section 9.9, a nurse who attends a mandatory meeting or education day, the time and date over which the nurse has no control, shall be deemed an event that disrupts an otherwise unbroken rest period.

Rest between work periods for nurses working twelve (12) hour shifts shall be nine (9) hours. With this exception, all other stipulations in the preceding section apply equally for these nurses.

This Section 9.9 shall not apply when a nurse requests a shift, or trades a shift with another nurse.

**9.10 Weekend Scheduling.** The Employer will make a good-faith effort to schedule all full-time and part-time nurses so that they have at least every other weekend off. Except in emergency situations, all full-time and part-time nurses shall be scheduled off at least every other weekend. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of time-and-one-half. This section shall not apply to part-time or full-time nurses who voluntarily agree to more frequent weekend work. The weekend shall be as defined in Section 9.11, or be mutually agreed upon by the nurse and supervisor. For the purposes of the section, the nurse will be deemed to have worked a weekend if the nurse was scheduled to work both days of the weekend but did not work one or more days due to low census.

**9.10.1 Nurses With Twenty (20) Years Seniority.** Nurses with twenty (20) years seniority will not be required to work weekends. The requirement that nurses with twenty (20) years of seniority not work weekends will take effect as soon as the Department Director determines a non-weekend schedule is available, in accordance with Section 11.8.1, Job Posting/Change of FTE.

**9.10.2 Nurses With Fifteen (15) Years of Seniority.** When a nurse has fifteen (15) years of seniority, the requirement that the nurse only work one (1) out of each successive four weekends will take effect as soon as the Department Director determines a non-weekend schedule is available, in accordance with Section 11.8.1, Job Posting/Change of FTE,

Once a non-weekend schedule becomes available, nurses with fifteen (15) years of seniority will be required to work no more than one (1) weekend out of each four (4) successive weekends, unless:

- a) No other less senior qualified RN (s) can be scheduled to work a given weekend; or
- b) Scheduling a less senior nurse would result in an overtime situation, or the use of agency personnel for working such weekend shift(s).

The senior nurse will be notified as far in advance as possible when needed to work a second weekend within four (4) successive weekends.

**9.10.3 Standby call** shall not constitute a worked weekend under the guidelines set forth in Section 9.10 Weekend Scheduling

**9.11 Weekend.** For purposes of this contract, the weekend shall be defined as follows:

When the majority of the worked hours fall on the day (0700-1530) and evening (1500-2330) shifts, the weekend shall be defined as Saturday and Sunday day and evening shifts.

When the majority of the worked hours fall on night (2300-0730) shift, the weekend shall be defined as Friday and Saturday night shifts.

**9.12 Work on Day Off.** Full-time nurses who are at least .9 FTE and work an innovative schedule, and those part-time nurses working eighty (80) hours per two-week period, called in on their day off shall be paid at time-and-one-half (1 1/2x) for the first four (4) hours worked and double (2x) time for additional hours worked.

**9.12.1 Part-Time Nurses Day Off Call-In Pay.** Part-time nurses, not qualifying for the rate of pay set forth in Section 9.12, shall receive fifty dollars (\$50) Day Off Call In Pay when they agree to work on a scheduled day off with less than four (4) hours advance notice. This shall not apply to a nurse who has accepted standby call or call back.

**9.13 Shift Rotation.** There shall be no regular rotation of shifts on a routine basis unless agreed upon by the nurse and the department head. In cases of extreme emergencies (e.g. unpredictable influx of patients or reduction of staff) shifts may be rotated for periods not to exceed three (3) pay periods. If rotation becomes necessary, volunteers will be sought first. If there are insufficient volunteers, all nurses will share rotations change.

**9.14 Requests for Day Off.** Receipt of schedule requests for days off that are submitted to the nursing secretary on the appropriate form shall be acknowledged in writing within five (5) working days.

**9.15 Floating.** Floating will be spread equitably among all nurses in a given unit to the extent reasonable.

**9.16 No Pyramiding.** There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2x) or double time (2x). When a nurse is eligible for two (2) or more premium rates (i.e., 1 1/2x or 2x) for the same hours worked, the nurse shall receive the higher of the two rates.

## ARTICLE 10 - HOLIDAYS

**10.1 Holidays.** Each full-time nurse shall be entitled to accrue 72 hours of holiday pay annually, prorated for part-time nurses. The holidays shall be designated as eight (8) hour days for full-time nurses assigned to the following holidays:

New Year's Day

President's Day

Memorial Day Christmas Day

Labor Day

Thanksgiving Day

Fourth of July Veteran's Day  
Floating Holiday

**10.2 Work on a Holiday.** A regular full-time or part-time (pro-rated) nurse required to work on a holiday shall be paid time and one half (1 1/2x) their regular rate for the nurse's entire shift when a majority of the hours worked falls on a holiday. Time and one-half (1 1/2x) shall not be paid for hours worked on a holiday where a majority of the hours worked do not fall on the holiday. The nurse shall also receive the holiday hours from the accrued holiday bank as designated in Section 10.1. At the nurse's option, stated in writing prior to the holiday, the nurse may take a compensatory day off using the nurse's accrued holiday pay if scheduled and taken after the holiday but before the last pay period of the year. Unused holidays will be cashed out in the last pay period of the year in which they were accrued.

Part-time salary premium nurses and per diem nurses are to be paid double time (2x) their regular rate for holidays worked.

**10.3 Holiday Rotation.** It is agreed that holiday work shall be rotated by the Hospital.

**10.4 Eligibility.** Upon satisfactory completion of the probationary period, a nurse will be paid retroactively for the holidays which occurred during that period.

## ARTICLE 11 - EMPLOYMENT STATUS

**11.1 Probationary Period.** After ninety (90) days of regular employment, a newly employed nurse shall be considered a regular employee unless terminated or her regular employment is otherwise discontinued or modified. No fringe benefits such as sick leave or holidays need be paid during the probationary period. Upon satisfactory completion of the probationary period, sick leave, vacation, holidays, and anniversary date of employment are retroactive to the first day of work performance.

**11.2 Notice of Resignation.** Regular nurse employees are to give not less than twenty-one (21) days notice of intended resignation. Failure to do so will result in a loss of any of the nurse's accrued vacation benefits; provided, however, this notice requirement shall not apply in those circumstances over which the nurse has no control. In such event, the nurse will be expected to give as much notice as possible.

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

### DEFINITIONS:

**11.3.1 Seniority.** Seniority, solely for purposes of layoff, recall or as specifically provided herein, shall mean a nurse's continuous length of service as a full-time or part-time Registered Nurse from the nurse's most recent date of hire as a Registered Nurse. A Nurse shall have no seniority for the first three months of employment, or the probationary period whichever is longer, but upon successful completion of this probationary period, seniority shall be retroactive to the date of hire.

If a full-time or part-time nurse changes her/his status to that of a per diem nurse and later returns to full-time or part-time status without a break in service, the nurse will not lose credit for any time spent as a full-time or part-time nurse but will not receive seniority credit for time spent as a per diem nurse.

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

**11.3.3 Qualified.** "Qualified" shall mean the ability to independently provide safe, direct patient care and supervision and delegation to other care providers for the standard caseload on the unit, to the satisfaction of the Department Manager based on the job description, with up to four (4) weeks of retraining.

**11.3.4 Clinical Groups.** Clinical Groups are as follows:

**Group 1:** Primary CCU, OB, ED, OR

**Group 2:** Med/Surg, Home Health, Surgical Outpatient, PAR, Med/Surg Outpatient

**11.3.5 Comparable Position.** For purposes of evaluating a displaced nurse's bumping options, a Comparable Position means a position with the same number of paid hours that the nurse is qualified to assume.

**11.3.6 Displaced Nurse.** A nurse whose position has been eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position of the least senior nurse.

**11.3.7 Restructure.** Restructure is defined as a reallocation of nurses due to merger or consolidation between nursing units. The Employer shall give at least thirty (30) calendar days notice to the Association in event of any planned restructure.

## **PROCEDURE:**

**11.4 Layoff Procedure.** In the event the Hospital determines a layoff to be necessary, the Hospital shall identify the unit(s), shift(s), and position(s) which will be subject to layoff/reduction.

**11.4.1 Notification.** The Hospital will give at least twenty-one (21) calendar days advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurse(s) who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as to consult over any options which may be proposed by the Association to minimize the adverse impact of layoff on the bargaining unit. The position(s) of the least senior nurse(s) on a unit and shift identified for reduction shall be eliminated until the requisite FTE reduction has been accomplished. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

**11.4.2 Bumping Rights.** Provided that the operational and staffing needs of the Hospital are fully met, and subject to the provisions hereof, every reasonable effort will be made to allow a Displaced Nurse to maintain, but not increase (except as delineated in paragraph (A)(3)) his/her FTE. Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:

**A) Within a Unit.** A Displaced Nurse, wishing to remain on his/her unit may look to the position(s) of the least senior nurse(s) on the Displaced Nurses unit on the same or another shift as follows:

**1) Same FTE.** If the least senior nurse's position is comparable to that of the displaced nurse, the displaced nurse may bump into that position; or

**2) Lesser FTE.** If the least senior nurse's position has fewer hours than that previously held by the Displaced Nurse, the Displaced Nurse may also bump into the portion of the next least senior nurse, necessary so that the Displaced Nurse retains a Comparable Position; or

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

**B) House-wide.** A Displaced Nurse may choose to bump outside his/her unit as follows:

**1) Seniority List.** By seniority, Displaced Nurses shall bump into the position(s), or reasonable combinations of positions for which the nurse is qualified, held by the least senior nurse(s) in the Hospital on the same or another shift. These available positions shall be made up of the positions held by the least senior nurses in the Hospital whose FTEs, combined with any open, posted positions are equivalent to the FTEs which have been eliminated.

a) If the "available" positions of the least senior nurses in the Hospital include positions in Clinical Group One, the positions held by the next least senior nurses in the Hospital shall be made available for bumping.

There shall be a presumption that nurses are not qualified to independently work in a Clinical Group One unit with four weeks retraining, unless the nurse has been regularly scheduled within that specialty area within the last four (4) years.

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

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

**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 within two-weeks following being laid off or not being recalled. The Appeals Board shall consist of the following members: The Assistant Administrator, Patient Care Services, a Representative from Human Resources, a unit manager not in the affected unit(s), and three (3) officers of the Bargaining Unit. The members shall meet with an impartial third party present. This third-party shall be a mutually agreeable party. If the Appeals Board cannot agree within seven (7) days on the choice of the third party, then either the Hospital or the Association may contact the Public

Employment Relations Commission who shall appoint a third party. All seven (7) members involved will vote, no abstentions. The decision of the Appeals Board shall be binding on all parties (the nurse(s), WSNA and the Hospital), without recourse to the grievance procedure. All costs involved with using a third party as a member of the appeal board, if any, shall be equally shared by the parties.

Laid off nurses shall utilize the Appeals Board if they are not deemed qualified to be recalled into an open position.

**11.4.4 Recall.** In the event of a layoff, the names of such nurses relieved from duty shall be placed upon a reinstatement roster for a period of one (1) year from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a comparable position.

When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, and the regular staff nurse on such roster shall be first reinstated provided competence and ability are equal.

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

**11.4.5 Loss of Seniority/Recall Rights.** Seniority shall be lost if the nurse is not recalled from layoff within twelve (12) months. Nurses shall be terminated from the Hospital and will forfeit their right to recall, as well as their seniority, only for any of the following reasons:

- 1) Voluntary termination;
- 2) Discharge for Just Cause;
- 3) Failure to report from layoff within fourteen (14) days after receiving written notification of a Comparable Position;
- 4) Failure to keep the Hospital informed of current address while on layoff status;
- 5) A nurse who declines a recall to a Comparable Position.

**11.4.6 Use of Laid Off Nurses.** Nurses on layoff who are qualified and who have notified the Hospital of a desire to pick up extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to per diem nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

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

**11.5 Discharge.** Except for such reasons as permanent reduction to operations, discharge shall be only for just cause. The Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith.

Discipline shall be administered on a progressive and corrective basis. Verbal and written warnings and probation may be bypassed in appropriate cases.

**11.6 Request for Review Upon Discharge.** Whenever a nurse is discharged for just cause, upon request of the nurse who feels she has been discharged without proper cause, a review of the action shall be made through the Conference Committee and the regular grievance procedure.

**11.7 Termination Interview.** A routine termination interview is recommended, and is to be granted when requested by the nurse concerned.

**11.8 Job Posting.** Notices of Registered Nurse positions to be filled shall be posted on a previously designated bulletin board at least seven (7) days in advance of filling the position in order to afford presently employed Registered Nurses the first opportunity to apply. These postings will include the name of the unit, FTE, and work shift of the position(s) to be filled. Qualified nurses presently employed at the Hospital shall have the first choice for open positions. If two (2) or more nurses applying for the same position have equal training, experience, and job performance, relevant to the position sought, the position shall be awarded to the nurse with greater seniority. The Department Director reserves the right to deny a transfer to a different department/unit when the nurse has not completed a minimum of six (6) months in their current unit/department. Seniority shall be as defined in Section 11.3.1 herein. Employment opportunities will also appear on the Hospital's website.

**11.8.1 Job Posting/Change of FTE.** Upon the written request of the nurse, the Hospital will consider requests from nurses to increase or decrease all or part of their FTE within a Department(s), when such an increase or decrease allows the nurse to take all or part of a posted FTE. If adjustments to a current nurse's FTE creates a portion of an FTE that cannot be filled within the facility, or is not a recruitable position, or does not allow for an adequate number of positions to safely staff the Hospital, or does not maintain the integrity of the unit so as to provide quality patient care, the request will be denied. The Employer retains the final decision to allow or deny requested changes to a nurse's FTE, and to allow or deny the splitting of posted FTEs.

**11.8.2 Recurring Assignments.** If a per diem nurse occupies a position on the schedule of three (3) or more shifts per pay period for six (6) consecutive months, such position will be posted in accordance with the job posting provisions of this Agreement. This does not apply if the per diem is replacing a nurse scheduled to return.

**11.9 Notice of Available Benefits.** Nurses shall be notified in writing when benefits become available to them (e.g., enrollment in retirement plan, availability to use sick leave, etc.). Where benefits are optional and the nurse has received proper written notification that the nurse has qualified for the benefits, it is the responsibility of the nurse to fill out appropriate forms to receive the benefits. Where benefits are automatic, the written notification shall so state.

**11.10 Personnel File.** Nurses upon twenty-four (24) hours request to a designated individual, shall have access to their official personnel file during regular office hours. Nurses shall be given copies of all materials to be placed in their files simultaneously with the placement of material.

**11.11 Performance Evaluations.** Nurses will be evaluated in writing on an annual basis. Interim evaluations may be conducted as necessary. The evaluation is a means of assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. Nurses will participate in the process.

**11.12 Orientation and Training.** Nurses will not be required to work independently in those areas where they have not been oriented by the Employer. Nurses shall not be required to perform tasks or procedures independently for which they have not been trained. A nurse with concerns about the level of orientation or training received is encouraged to discuss such questions with the Nurse Manager. Additionally, such issues may be an agenda item at Nurse Practice Committee meetings.

## **ARTICLE 12 - LEAVES OF ABSENCE**

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply will be given by the Employer in response to the request.

**12.1 Educational Leave.** After one (1) year of continuous employment, permission may be granted for leave of absence without pay for study not to exceed two (2) calendar years, without loss of seniority and accrued benefits.

**12.2 Professional Meetings.** Professional meetings are defined as those which enhance the professional skills of the nurse. When the Hospital requests the RN to attend a specific meeting, the additional days with pay shall be granted. Coverage of the nursing units and staffing shall be the responsibility of the Department Director or Patient Care Services Administrator/CNO.

Use of the professional days at the Hospital's request does not prevent a nurse from requesting professional leave to attend courses and seminars of his/her own choice, subject to approval by the Employer. The Hospital may require the nurse to provide an inservice following the nurse's return from a professional offering.

**12.3 Emergency Leave.** For full-time and part-time nurses, emergency leave of up to three (3) shifts with pay, within thirty (30) calendar days, not to exceed the actual time which would have been worked (i.e., 24 hours for 8 hour nurses, 30 hours for 10 hour nurses, and 36 hours for 12 hour nurses), shall be granted for terminal illness or death in the nurse's immediate family. "Immediate family" shall include only the nurse's spouse, domestic partner, mother, father, brothers, sisters, children, grandparents, grandchild, parents of current spouse, and any relative living in the nurse's household.

**12.4 Maternity/Health Leave.** After one (1) year of continuous employment, leave of absence will be granted for six (6) months without pay for maternity and/or other health reasons without loss of accrued benefits. In order to receive sick pay, a nurse must provide a physician's statement that the nurse is unable to work due to the nurse's temporary disability. The health insurance benefit will be paid for one (1) month by the Hospital, and may be paid by the nurse for the balance of the leave. Nothing herein shall derogate from or add to an eligible nurse's rights under the federal Family and Medical Leave Act (FMLA), except that all leave taken pursuant to Article 12 shall be part of and not in addition to any leave provided by applicable federal and/or state law or regulation. However, any leave for sickness or temporary disability due to pregnancy or childbirth taken pursuant to the Washington Family Leave Act shall be in addition to any leave provided by the FMLA.

**12.5 Family and Medical Leave.** Pursuant to the federal Family and Medical Leave Act (FMLA), an eligible nurse is entitled to twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons: (a) birth and care of a newborn child; (b) placement with the nurse of an adopted or foster care child; (c) to care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition as defined in the law and regulations; or (d) to take medical leave when the nurse is unable to work because of a serious health condition. Such above stated reasons for taking FMLA leave shall be subject to the conditions of that law and its regulations, which are available to any nurse in the Hospital's Human Resources Department.

**12.5.1 FMLA Leave to care for an Active Duty Service Member.** An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

**12.5.2 FMLA Leave to Care for an Injured Service Member.** An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

**12.6 Military Leave.** Military leave shall be granted so that the nurse may maintain status in the military reserve without loss of benefits. Such period of leave shall not be considered in calculating earned annual vacation time, nor shall it be considered part of the earned annual vacation.

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

**12.8 Active Duty/Active Training Duty Military Leave.** A nurse shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

**12.9 Leave Without Pay.** Leave without pay for thirty (30) days or less shall not alter a nurse's anniversary date of employment, or the amount of vacation pay or sick leave credits which would otherwise be earned. Leave without pay for a period in excess of thirty (30) days shall result in the nurse's effective date of employment for seniority purposes being adjusted to reflect the period of leave, and no benefits shall accrue during such leave except Health Insurance for one (1) month, as covered in Section 12.4 above, unless specifically agreed to by the Hospital. The salary step and benefits accrued at the time of taking an approved LOA for twenty-four (24) months or less, are regained by the nurse upon return at the end of the approved leave.

A position shall be held open for a minimum of sixty (60) calendar days for a nurse on approved LOA. If after that time the former position has been filled, the returning nurse shall be assigned to the first available opening for which the nurse is qualified. Nothing herein shall derogate from or add to an eligible nurse's rights under the federal Family and Medical Leave Act, except that all leave taken pursuant to Article 12 shall be part of and not in addition to any leave provided by applicable federal and/or state law or regulation.

**12.10 Jury Duty.** Regularly scheduled nurses who are called to serve on jury duty or who are called to appear in court and/or to provide depositions on behalf of the Hospital shall be compensated at the regular rate of pay. Compensation for jury duty shall be the difference between their jury duty pay and their regular rate of pay. Nurses subpoenaed for non-Hospital cases will be given unpaid release time.

**12.11 State Boards.** Nurses taking State Board Examinations may elect to take four (4) days unpaid LOA.

**12.12 Domestic Violence Leave.** If a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or the nurse's designee must provide the Hospital notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If the Hospital requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g., a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person whom the nurse is dating. The Hospital shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure or the information is subject to a court order or the release of such information is required by applicable federal or state law.

**12.13 Educational Leave/Professional Leave.** Nurses shall be granted up to twenty-four (24) hours of paid educational leave and three hundred dollars (\$300) towards costs for educational offerings per calendar year (pro-rated for part-time nurses). However, such leave shall be subject to the approval of the Assistant Administrator, Patient Care Services, based upon staffing and subject matter to be studied. The Hospital may require the nurse to provide an inservice following the nurse's return from a professional offering.

## **ARTICLE 13 - HEALTH PROGRAM**

**13.1** At the beginning of employment and annually thereafter, the Hospital shall arrange to take chest x-rays or Mantoux (PPD) skin tests at no cost to the nurse, and in accordance with state law.

**13.2** The Employer shall bear the cost of and provide nurses with an annual GHS, urinalysis, routine blood examinations, and mammography exam, (with the nurse paying the radiologist fee) provided services are performed at the Hospital.

**13.3 Industrial Insurance.** Nurses shall be covered by a plan of industrial insurance, either State Worker's Compensation and Medical Aid, or a substantially equivalent plan.

**13.4 Medical Insurance.** Medical and dental insurance shall be provided by the Hospital for full-time and part-time nurses. The Hospital will pay the nurse's share of the premium for the Hospital designated core plan(s) for regular full-time nurses and a pro-rata portion of regular part-time nurses working twenty-four (24) or more hours weekly.

Dependent premium costs to the nurses shall be paid by the nurses and the Medical Insurance shall be subsidized by the Employer at the below listed dollar amounts:

| <u>Category</u>                    | <u>Employer Subsidy Amount</u> |
|------------------------------------|--------------------------------|
| Employee + Spouse/Domestic Partner | \$247.50                       |
| Employee + Child(ren)              | \$160.39                       |
| Employee + Family                  | \$365.03                       |

**13.4.1** In the event the Employer plans to modify its current medical plan(s) or provide an alternative plan(s) or withdraw from the Health Care Authority Public Employee Benefits Board, the Employer will give thirty (30) days written notice to the Association when it solicits new insurance bids, and meet with the Association to discuss any and all changes to the current medical plan(s) and/or all changes to the current insurance carrier (including withdrawal from the PEBB). Changes made by the current Health Care Authority Public Employees Benefits Board shall not be considered a modification of the current medical plan. Additional plans offered by the Health Care Authority Public Employees Benefit Board shall also not be considered a provision of alternate plans.

**13.5 Liability Insurance.** The Hospital shall provide liability insurance for all nurses covering work performed while under the employment of the Hospital.

**13.6 Retirement Plan.** The Hospital retirement plan shall include all benefits eligible nurses working one thousand (1000) or more hours per year, starting the first full month following the nurse's second (2nd) anniversary date of employment. A group tax-deferred compensation plan to supplement retirement income is available to all full-time and part-time nurses.

#### **ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY**

The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, disability, veterans status, or protected union activity.

#### **ARTICLE 15 - CONFERENCE COMMITTEE**

**15.1 Conference Committee.** There shall be established a permanent Conference Committee consisting of up to five (5) representatives of the nurses selected by their own group and up to five (5) management representatives, including the Nursing Administrator or a substitute designated by the Nursing Administrator. A representative of the Association shall be permitted to attend meetings of the Conference Committee upon invitation by the Local Unit officers. Likewise, the Employer's representative shall be permitted to attend meetings of the Conference Committee upon invitation by Hospital Administration. Each party shall notify the other at least two (2) weeks in advance of any

Conference Committee meeting date of the expected attendance of the respective party's representative. Bargaining unit representatives shall be paid for all time spent in Conference Committee meetings.

The purpose of the Conference Committee is to foster problem solving pertaining to this Agreement through improved communications between nursing management and the nursing staff. The function of this committee shall be limited to an advisory capacity. The Conference Committee shall be convened at the request and mutual agreement of the Nursing Administrator or Local Unit Chairperson no later than ten (10) calendar days after either party requests a meeting. The Conference Committee shall meet at least quarterly.

**15.2 Nursing Practice Committee.** The Assistant Administrator, Patient Care Services, and the Local Unit Representative shall constitute the core of the Nursing Practice Committee. Other staff nurses and managers from different areas of the Hospital may be asked to attend by mutual agreement of the Assistant Administrator, and Local Unit Representative. The scope of this committee shall be to discuss matters pertaining to nurse staffing, nursing practice and patient care. The function of this committee shall be limited to an advisory capacity. The Nursing Practice Committee may schedule meetings on a quarterly basis or more frequently as mutually agreed. The Committee will set an agenda and keep minutes of each meeting. Bargaining unit representatives shall be paid for all time spent in Nurse Practice Committee meetings.

**15.3 Inservice Education.** The functions of inservice education in the Hospital shall be:

1. to promote the safe and competent care of the patient;
2. to develop staff potential;
3. to create an environment that stimulates learning, creativity, and personal satisfaction. Topics to be offered will be determined by discussions between the nurses and the inservice department.

The objectives of the inservice education within the Hospital shall be:

To review the philosophy, objectives, and functions of inservice education in light of needs of personnel, nursing department and nursing care; to review current care trends.

If nurses are required to attend inservice programs during their off-duty hours, they will be paid at the appropriate rate.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

A grievance is any dispute or difficulty arising in connection with relationships between nurses and Hospital management. Many contractual issues can be resolved through communication and informal problem solving. In the event of a grievance, the following procedure shall apply, except grievances involving more than one supervisor shall go directly to Step 2. The Human Resources Administrator, may participate in Steps 2 and/or 3 if requested by Nursing Administration.

### **Step 1. Nurse, Local Unit Officer and Immediate Supervisor.**

If a nurse has a grievance involving an alleged breach of contract on the part of the Hospital, the nurse shall reduce the grievance to writing. The nurse and a Local Unit Officer will present the written grievance to the nurse's immediate supervisor.

In order that the grievance be timely, the written grievance must be received by the supervisor within twenty-one (21) calendar days of the date that the grievant either knew or should have known that facts existed which constitute the basis for the grievance. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. The immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days of receipt thereof.

**Step 2. Nurse, Local Unit Officer, Immediate Supervisor and Patient Care Services Administrator/CNO.**

If the matter is not resolved at Step 1 to the nurse's satisfaction, the nurse (and a Local Unit Officer, if requested by the nurse or by the Patient Care Services Administrator/CNO) shall present a copy of the written grievance to the Patient Care Services Administrator/CNO, within fourteen (14) calendar days of receipt of the immediate supervisor's decision. The nurse and a Local Unit Officer shall meet with the Patient Care Services Administrator/CNO or designee and the nurse's immediate supervisor within fourteen (14) calendar days of the Patient Care Services Administrator/CNO's receipt of the written grievance. The Patient Care Services Administrator/CNO, or designee shall issue a written reply within fourteen (14) calendar days following the Step 2 grievance meeting.

**Step 3. Nurse, Local Unit Officer, WSNA Representative, Patient Care Services Administrator/CNO, and Chief Executive Officer.**

If the matter is not resolved at Step 2 to the nurse's satisfaction, within fourteen (14) calendar days of receipt of the Patient Care Services Administrator/CNO response, the grievance shall be referred in writing to the Chief Executive Officer or designated representative. The nurse, a Local Unit officer and WSNA representative shall meet with the Chief Executive Officer or designee and Patient Care Services Administrator/CNO within fourteen (14) calendar days of the written request to proceed to Step 3. The Chief Executive Officer shall issue a written reply within fourteen (14) calendar days following the Step 3 grievance meeting.

**Step 4. Arbitration.**

If the grievance is not resolved at Step 3 above, the Association (not the grievant individually) may refer the grievance to arbitration by written notice to the Employer's Chief Executive Officer within fourteen (14) calendar days of the Step 3 decision. If the Association and the Hospital are not able to agree upon an arbitrator, the Association will submit a written arbitration request to the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators from Washington or Oregon. Upon receipt of the FMCS list, the parties shall alternate striking names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator will not have the authority to amend, add to, or subtract or in any way modify the existing Agreement. The decision of the arbitrator shall be binding on both parties and all fees and expenses of the arbitrator shall be divided equally by both parties. Both parties may be represented by counsel of their choosing.

Time is of the essence in the filing and processing of any grievance, but the Hospital and the WSNA may mutually agree to extend any of these time periods.

Grievances may, by mutual agreement between the Association and the Patient Care Services Administrator/CNO, be commenced at Step 2. The time line for response shall be extended by an additional ten (10) days.

## **ARTICLE 17 - UNINTERRUPTED PATIENT CARE**

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 by both the nurse and the Association. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses or the Association shall engage in any strike, sympathy strike, picketing, walkout, slowdown or other interruption of work.

## **ARTICLE 18 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Association recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the Hospital including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses consistent with RCW 49.28.130-150; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights and responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administrated by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 19 - RETENTION OF BENEFITS**

This Agreement shall not operate to reduce or eliminate any benefits which are now enjoyed by nurses employed in the Hospital. Should a benefit be made available to other employees, that benefit will be made available to the nurses on the same terms and conditions, except for those benefits negotiated in other collective bargaining agreements or other employment contracts.

## **ARTICLE 20 – SAVINGS CLAUSE**

This Agreement shall be subject to all present and future applicable federal and state laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement, but shall obligate the parties to enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of such section. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

## **ARTICLE 21 – HEALTH AND SAFETY**

**21.1 Health and Safety.** The Hospital shall continue to provide a safe working environment in compliance with law and regulation. All health and safety equipment that the Employer deems necessary for a particular job, in the judgment of the Employer, as indicated in the job description or department protocols, shall be furnished. The Hospital shall continue to provide nurses with adequate training on the

use of proper work methods and protective equipment required to perform hazardous duties, as required by law and regulation. A nurse with concerns about safe work methods or equipment is encouraged to discuss such concerns with the Nurse Manager.


**21.2 Safety Committee.** A bargaining unit representative shall serve as a member of the Hospitals Safety Committee and shall be paid for all time spent in Safety Committee meetings.

**ARTICLE 22 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT**

This Agreement supersedes all other contracts of the above nature, and shall become effective January 1, 2009, and shall continue in effect through December 31, 2011. This Agreement shall continue in effect from year-to-year thereafter unless terminated by written notice served by either party ninety (90) calendar days prior to January 1, 2012, or prior to any subsequent January 1 anniversary date.

Signed this 11th day of December, 2008.

**KITTITAS VALLEY  
COMMUNITY HOSPITAL**


  
Michael Fraser, Interim  
Chief Executive Officer

  
Craig Wilson, CNO/  
Patient Care Services Administrator

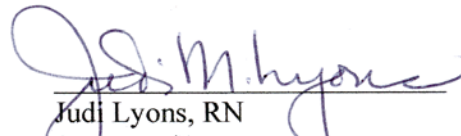
  
Lisa McDaniel, Human Resources  
Administrator


**WASHINGTON STATE NURSES  
ASSOCIATION**


  
Vonda Jennings, RN  
Local Unit Chairperson

  
Paul Kelly, RN  
Local Unit Co-Chairperson

  
Eric Davis, RN  
Grievance Officer

  
Judi Lyons, RN  
Secretary/Treasurer

  
Carmen Garrison, RN, BSN  
Nursing Representative

  
Linda Machia  
General Counsel, WSNA

## KITTITAS VALLEY COMMUNITY HOSPITAL

### HOME HEALTH ADDENDUM

**Shift Hours.** The evening shift shall be defined as 5:30 p.m. to 11:00 p.m. The night shift shall be defined as 11:01 p.m. to 8:00 a.m.

**Standby Pay.** Home Health Agency Staff Nurses will receive standby pay as defined in this Section 6.2 herein when they are placed on standby.

**Phone Calls.** Phone calls shall be compensated separately from Call Back for Home Visits as hereafter set forth. Time spent on standby shall not count towards hours worked for purposes of compensation paid for Call Back for Home Visits.

"Short" phone calls shall be defined as phone calls lasting less than fifteen (15) minutes.

"Short" phone calls shall be considered to be compensated as part of the standby rate of pay.

A nurse shall be paid for fifteen (15) minutes at regular rate for each four (4) "short" phone calls received during a 12 hour period of standby call.

**Call Back for Home Visits.** Whenever a nurse actually completes a visit while on standby call, any time actually worked on call back or when called in on standby call shall be compensated at the rate of time and one half (1 ½) the regular rate for a minimum of three (3) hours. Standby premium shall be paid only during the actual time the nurse is on standby, and shall not be applicable while the nurse is on call back while completing a visit. Call Back for Home Visits shall include travel time, actual visit, documentation and arrangements.

A nurse may refer a visit to a nurse that lives closer to the location of a patient. If that nurse is willing to pick up the visit it shall be considered as "volunteering" for the visit and all such time spent in responding to the visit shall be excluded from the limitations, restrictions and all related provisions of Section 9.10 (Weekend Scheduling) and Section 9.12 (Work on Day Off).

**Section 6.6 Weekend Premium.** Weekend premium shall apply to the hours between 5:30 p.m. Friday and 8:00 a.m. on the following Monday.

**Additional Information.** Home Health Nurses may complete a variable number of visits per day, based on patient need. Regular, part and full-time nurses will not be required to take more than sixty hours of unpaid involuntary low census per six (6) months (July-January).

**Mileage and Liability Insurance.** Mileage reimbursement for travel by nurses shall be at the published IRS rate. All nurses shall carry automobile liability insurance for at least the minimum amounts stipulated in RCW 46.29.490, Financial Responsibility, Proof of Financial Responsibility for the Future. Home Health nurses shall receive their reimbursement checks for normal job related mileage (excluding mileage to attend educational offerings) on the regular pay date following each pay period provided the nurse has submitted his/her mileage totals in a timely manner.

Except as set forth in this Addendum, the remaining provisions of the Collective Bargaining Agreement referenced herein shall remain in full force and effect for all nurses working in the Home Health Agency.

**KITTITAS VALLEY COMMUNITY HOSPITAL**  
**CLE ELUM URGENT CARE CENTER ADDENDUM**  
**(Innovative Weekend 15 Hour Shift Work Schedule)**

Weekend Shift: Saturday 8:00a – 11:00p  
Sunday 8:00a – 11:00p

**1. Overtime for Weekend Fifteen (15) Hour Shifts:** Overtime shall be paid at time and one-half (1 1/2) after fifteen (15) hours for fifteen (15) hour shift. Overtime at the rate of double time (2x) will be paid for work performed after the sixteenth (16th) hour.

**2. Rest Between Shifts:** In scheduling work assignments for nurses working fifteen (15) hour shifts, the Employer will make a good faith effort to provide each nurse with at least eight (8) hours off duty between shifts. In the event a nurse is required to work with less than eight (8) hours off duty between shifts, all time worked until the nurse receives the required rest shall be paid at time and one-half (1 1/2x) the nurse's regular rate. For purposes of this section, a nurse who attends a mandatory meeting or education day, the time and date over which the nurse has no control, shall be deemed an event that disrupts an otherwise unbroken rest period.

With the exception of RNs who agree to work fifteen (15) hour shifts on the weekends, all other terms and conditions of the current Collective Bargaining Agreement apply to RNs who staff the Cle Elum Urgent Care Center.

## **LETTER OF UNDERSTANDING**

### **BRIDGING OF SENIORITY**

It is understood and agreed that in the event a bargaining unit nurse elects to take a non-bargaining unit position (e.g. a Supervisory position) and later wants to return to a bargaining unit position without a break in service to KVCH, the nurse's bargaining unit seniority as defined in this Agreement shall be bridged such that the nurse shall not lose previously accrued seniority but shall not accrue seniority while in a non-bargaining unit position.