

**2010 – 2013**

**EMPLOYMENT AGREEMENT**

**By and Between**

**NORTHWEST HOSPITAL and MEDICAL CENTER**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

## Table of Contents

Article 1	Recognition	1
1.1	Bargaining Unit	1
1.2	New Positions	1
Article 2	Association Membership/Dues Deduction	1
2.1	Membership	1
2.2	Membership: New Hires	2
2.2.1	Hold Harmless	2
2.3	Dues Deduction	2
2.4	Bargaining Unit Roster	2
2.5	Contract	2
2.6	Distribution of Agreement	2
Article 3	Association Representatives	3
3.1	Access to Premises	3
3.2	Local Unit Chairperson	3
3.3	Bulletin Boards	3
3.3.1	E-mail	3
3.4	Donation of Time to Local Unit Officers	3
Article 4	Definitions	3
4.1	Resident Nurse	3
4.2	Staff Nurse	4
4.3	Charge Nurse/Lead Nurse	4
4.4	Preceptor	4
4.5	Full-Time Nurse	4
4.6	Part-Time Nurse	4
4.7	Reserve Nurse	4
4.8	Probationary Nurse	5
4.9	Regular Rate of Pay	5
4.10	Length of Service	5
4.11	Certification Pay	5
4.12	Weekends	6
Article 5	Employment Practices	6
5.1	Equal Opportunity	6
5.2	Notice of Resignation	6
5.3	Discipline and Discharge	6
5.4	Personnel File	6
5.5	Parking	6
5.6	Floating	7
5.7	Evaluations	7
5.8	Communication	7
5.9	Job Openings	7
5.10	Staffing Concerns	8
5.10.1		8
5.10.2	Staffing Changes	9

	5.10.2.1	9
	5.10.2.2	9
	5.10.3	9
5.11	Health and Safety	9
Article 6 – Seniority		10
6.1	Definition	10
6.2	Reallocation of Staff	10
6.3	Layoff	10
	6.3.1 Definitions	10
	6.3.2 Layoff Procedure	11
	6.3.2.1 Notice/Meeting	11
	6.3.2.2 Seniority Roster	11
	6.3.2.3 Identification of Affected Positions	11
	6.3.2.4 Agency Nurses	11
	6.3.2.5 Bumping Rights	11
	6.3.3 Use of Laid Off Nurse	12
	6.3.4 Request to Work Additional Shifts	13
	6.3.5 Use of Paid Leave	13
	6.3.6 No New Hires	13
6.4	Recall	13
	6.4.1 Notice of Recall	13
	6.4.2 Three-Weeks Report Time	13
	6.4.3 Recall to a Different Position	13
	6.4.4 Restoration of Seniority and Benefits	13
	6.4.5 Leave of Absence	13
	6.4.6 Displaced Nurses	13
6.5	Loss of Seniority/Recall Rights	13
6.6	Low Census	14
	6.6.1 Additional Hours	14
	6.6.2 Low Census Groups	14
	6.6.3 Low Census Notification	15
	6.6.4 Low Census Report Pay	15
Article 7	Hours of Work and Overtime	15
7.1	Work Day	15
7.2	Work Period	15
7.3	Flexible Work Schedules	15
7.4	Work Schedules	15
7.5	Overtime	16
	7.5.1 Overtime Definition	16
7.6	Prohibition of Mandatory Overtime	16
7.7	Overtime Approval	16
7.8	Meal/Rest Periods	16
7.9	Weekends	17
7.10	Rest Between Shifts	17
7.11	Shift Rotation	17
	7.11.1 Double Shifts	17

Article 8	Compensation	17
8.1	Wage Increases and Added Steps	17
8.1.1	Wage Rates	17
8.2	Date of Implementation	18
8.3	Recognition for Past Experience	18
8.4	Wage Premium in Lieu of Benefits	18
8.5	Retroactive Step Adjustments	19
8.5.1		19
Article 9	Other Compensation	19
9.1	Shift Differential	19
9.2	Low Census Standby Premium and Callback Pay When Called Back from Low Census	19
9.3	On Call Premium and Callback Pay	20
9.4	Charge Nurse/Lead Nurse Pay	20
9.5	Preceptor Pay	20
9.6	Weekend Premium Pay	20
9.7	Work in Advance of Shift	20
9.8	Work on Day Off	20
9.8.1	Incentive Shifts	20
9.8.1.1		20
9.8.1.2		20
9.9	Certification Pay	21
9.10	Float Pool Premium	21
Article 10	Annual Leave	21
10.1	Accrual	21
10.2	Scheduling	21
10.3	Loss of Annual Leave	22
10.4	Work on Holidays	22
10.4.1		22
10.5	Rotation of Holiday Work	22
10.6	Payment Upon Termination	22
10.7	Pay Rate	22
10.8	Transfer of Annual Leave	22
10.9	Family Care	22
Article 11	Sick Leave	23
11.1	Accrual	23
11.2	Compensation	23
11.2.1		23
11.2.2		23
11.3	Notification	23
11.4	Proof of Illness	23
Article 12	Medical and Insurance Benefits	23
12.1	Flexible Benefits Plan	23
12.2	Health Tests	24
12.3	Other Insurance	24
12.4	Retirement Plan	24

12.5	Plan Changes	24
12.6	Employee Benefits Committee	24
Article 13	Leave of Absence	24
13.1	In General	24
13.2	Family Leave	24
13.3	Health Leave	25
13.4	Family and Medical Leave Act	25
13.5	Family and Medical Leave Act – Leave to Care for an Injured Service Member	25
13.6	Family and Medical Leave Act – Qualifying Exigency Leave	25
13.7	Military Spouse Leave	26
13.8	Military Leave	26
13.9	Leave Without Pay	26
13.10	Leave With Pay	26
13.11	Return from Leave	26
13.12	Jury Duty	26
13.13	Short Term Personal Leave	26
13.14	Long Term Personal Leave	26
13.15	Bereavement Leave	27
13.16	Domestic Violence Leave	27
Article 14	Committees	27
14.1	Conference Committees	27
14.2	Nurse Practice Committee	27
14.3	Compensation	28
Article 15	Staff Development	28
15.1	Staff Development	28
15.2	Continuing Education	28
15.3	Job Related Study	28
15.4	Approved Expenses	29
15.5	Education Professional Leave	29
Article 16	Grievance Procedure	29
16.1	Grievance Defined	29
16.2	Time Limits	29
16.3	Grievance Procedure	29
16.4	Association Grievance	30
16.5	Mutually Agreed Mediation	30
16.6	Termination	30
Article 17	Management Responsibilities	31
17.1	Management Rights	31
Article 18	Uninterrupted Patient Care	31
18.1		31
Article 19	General Provisions	31
19.1	State and Federal Laws	31
19.2	Amendments	32
19.3	Complete Understanding	32
19.4	Successors	32

19.5	Frivolous Reporting	32
19.6	Past Practice	32
Article 20	Duration	32
20.1	Term	32
Appendix A	– Training Agreement	34
Appendix B	– Twelve Hours Shifts	35
Appendix C	– Light Duty	36
WSNA – NWH MOU	– Clinical Float Pool/Supplemental Labor Alternative Plan	37
WSNA – NWH MOU	– Open Shifts	40

## **EMPLOYMENT AGREEMENT**

**By and Between**

**NORTHWEST HOSPITAL and MEDICAL CENTER**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is made and entered into by and between Northwest Hospital and Medical Center (hereinafter referred to as the “Employer”) and the Washington State Nurses Association (hereinafter referred to as the “Association”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

### **ARTICLE 1 - RECOGNITION**

**1.1 Bargaining Unit.** The Employer recognizes the Association as the sole and exclusive bargaining representative for all full-time, part-time and reserve nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees. The jurisdiction of this Agreement and of the Association shall not be extended except by agreement of the parties or as provided under the National Labor Relations Act.

**1.2 New Positions.** New registered nurse job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Association shall be notified of any new classifications established by the Employer.

### **ARTICLE 2 - ASSOCIATION MEMBERSHIP/DUES DEDUCTION**

**2.1 Membership.** All full-time part-time and reserve nurses who are members of the Association at the time of the date of ratification, and all full-time, part-time and reserve nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing as a condition of employment. Good standing is herein defined as the tendering of Association dues on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association. Any such discharge shall be deemed for just cause.

**2.2 Membership: New Hires.** It shall be a condition of employment that all employees covered by this Agreement who are hired on or after the date of ratification, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. Good standing is herein defined as the tendering of Association dues on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association. Any such discharge shall be deemed for just cause.

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

**2.3 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**2.4 Bargaining Unit Roster.** Twice a year (in the months of March and September) the Employer shall, via an Excel spreadsheet attachment to e-mail, provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address, home telephone number, employee identification number, FTE, shift, unit, work status (full-time, part-time or reserve) and date of hire. On the first day of each month, the Employer shall, via an Excel spreadsheet attachment to e-mail, provide the Association with a list of all employees covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month. The list shall contain each employee's name, home address, home telephone number, employee identification number, work status (full-time, part-time or on-call), rate of pay, FTE, shift, unit, and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month.

**2.5 Contract.** The Employer will make available to the designated Local Unit Chairperson a list of all newly hired nurses within five (5) working days. Before the completion of the orientation process, the Employer shall provide the Local Unit Chairperson or designee with an opportunity on release time, to introduce this Agreement to newly hired nurses.

**2.6 Distribution of Agreement.** Nurses newly hired during the life of this Agreement shall be given a copy of this Agreement by the Employer, as provided by the Association. The Association may attach a cover letter, membership application, and return envelope to the Agreement. The Employer shall pay one-half (1/2) of the cost of copying the contract.

## ARTICLE 3 - ASSOCIATION REPRESENTATIVES

**3.1 Access to Premises.** Duly authorized representatives of the Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other nonemployees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

**3.2 Local Unit Chairperson.** The Association shall have the right to select a local unit chairperson(s) from among nurses in the unit. The local unit chairperson(s) shall not be recognized by the Employer until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Association business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.

**3.3 Bulletin Boards.** The Employer shall furnish bulletin boards in a prominent place for the use of the local unit. Materials posted may only include meeting notices, local unit newsletters, training and education information, and general matters relating to professional nursing and health care.

**3.3.1 E-mail.** Authorized representatives of the Association may transmit messages for distribution to nurses to the System Administrator for posting on the WSNA electronic bulletin board.

**3.4 Donation of Time to Local Unit Officers.** Nurses with eighty (80) or more hours of annual leave may transfer up to twenty-four (24) hours of their annual leave to any Local Unit Officer or member of the Local Unit's Negotiating team. Nurses with forty-eight (48) to seventy-nine (79) hours of annual leave may transfer up to eight (8) hours of their annual leave to any Local Unit Officer or member of the Local Unit's Negotiating team.

## ARTICLE 4 - DEFINITIONS

**4.1 Resident Nurse.** A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical nursing experience in an accredited hospital or skilled nursing facility. A Resident Nurse shall be assigned to an orientation program that provides progressive experiences. A Resident Nurse shall be assigned under the supervision of more experienced nurses and the guidance of a designated preceptor. A Resident Nurse is expected to perform tasks learned in a basic nursing program. The Resident Nurse will be oriented to any new policies, procedures and tasks unique to the Hospital or those that the nurse is uncomfortable in performing. Resident Nurses will not be assigned Charge Nurse responsibilities. It is an expectation that the period of residency will not exceed three (3) months.

**4.2 Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the patient.

**4.3 Charge Nurse/Lead Nurse.** A staff nurse who on assignment by the Unit Manager is accountable on a shift basis to maintain organization on a unit such that nursing staff are able to provide patient care. All assigned hours in charge will be paid at the charge nurse/lead nurse premium rate. All nurses assigned as charge/lead or relief charge/lead nurse will receive orientation. In charge nurse/lead nurse assignments the Hospital will consider the level of direct patient care along with other duties.

**4.4 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 enrolled in a defined program, 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 course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

**4.5 Full-Time Nurse.** A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

**4.6 Part-Time Nurse.** A nurse who has committed to regularly working and who is assigned a scheduled FTE of less than forty (40) hours per week (less than 1.0 FTE), and who has successfully completed the required probationary period. Unless otherwise provided for herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be reduced in proportion to the nurse's actual hours of work.

**4.7 Reserve Nurse.** A reserve nurse is a registered nurse whose employment by the Employer is not through an agency and who is not assigned a full-time equivalent (FTE) status and works on an as-needed basis. Reserve nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Reserve nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification pay. Reserve nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. In the event the law requires the Employer to contribute to a program of health insurance on behalf of reserve nurses, the fifteen percent (15%) differential provided herein shall be adjusted based on the percent such cost represents for a nurse on step 5 of the salary schedule except that the differential may not be less than nine percent (9%). A full-time or part-time nurse who changes to reserve status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on reserve status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

**4.8 Probationary Nurse.** A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period. The Employer will provide the Association with documented reasons for any extension of a nurse's probationary period. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate.

**4.9 Regular Rate of Pay.** Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the nurse's hourly wage rate (8.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (9.1), charge nurse pay when the nurse has a regular (designated) charge nurse assignment (9.4), the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (8.4), and certification pay (4.11).

**4.10 Length of Service.** For purposes of this Agreement and the method of computing sick leave, annual leave, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a year shall be defined as 2080 hours of work. For purposes of computing longevity (wage) increments and annual leave progression steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

**4.11 Certification Pay.** Registered nurses will be eligible to receive a nursing certification premium as follows:

1. A list of approved certification programs will be kept in Human Resources.
2. Annually, the Conference Committee will review the current list of certifications.
3. The Conference Committee may consider adding new certification programs by reviewing the program description, including purpose, scope, term, prerequisites, re-certification and any other pertinent information. All new certifications are subject to the Hospital budget review and approval for funding. The Conference Committee will determine the practice areas in which the certification will apply.
4. The nurse must document certification achievement and re-certification to Human Resources..
5. Only one (1) certification premium rate can be credited per nurse, regardless of other certifications a nurse may have.

**4.12 Weekends.** The weekend for all purposes under this agreement shall commence at 11:00 p.m. Friday and conclude at 11:00 p.m. on Sunday. A flexible schedule may redefine the weekend for purposes of Article 7.8.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

**5.1 Equal Opportunity.** The Employer and the Association agree that conditions of employment shall be consistent with applicable state, federal, and municipal laws regarding nondiscrimination.

**5.2 Notice of Resignation.** Nurses shall be required to give at least fourteen (14) calendar days' written notice of resignation presented in person to the nurse's manager or designee. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the nurse impossible.

**5.3 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall not be required to sign the written disciplinary action except for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative during any investigatory meeting which may lead to disciplinary action. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will not be considered relevant to future discipline after two (2) years, provided there are no further similar occurrences in the intervening period. A reserve nurse who is disciplined or discharged may, within twenty-one (21) days of the action, request a meeting with a representative of the Association and the Director of Clinical Services to discuss the action. A meeting will be promptly scheduled.

**5.4 Personnel File.** Personnel records will be maintained for each nurse in Human Resources. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. If no disciplinary action is required for a period of two (2) years, evidence of such discipline shall be inadmissible in a grievance arbitration and shall not be used for purposes of progressive discipline. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse.

**5.5 Parking.** The Association agrees that during the life of this Agreement, the Hospital may apply changes in transportation policy, including adjusting parking fees and criteria for

assigning parking spots, to the bargaining unit without the obligation to bargain with the Association. On-call ICU, ER, CBC, Endoscopy, Diagnostic Imaging and Surgical Services nurses shall be provided parking within close proximity to the hospital at no cost to the nurse.

**5.6 Floating.** Nurses required to float within the hospital shall receive orientation appropriate to the assignment. In the event floating is necessary, a reasonable effort will be made to float a nurse within the specialty area; however, a nurse may be floated outside his or her specialty area as staff helper, unless the nurse agrees and is qualified to take a patient assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. The Employer will not assign float nurses as charge nurse or lead nurse unless mutually agreeable. Probationary nurses will not be required to float except in emergency situations where skill and competence to perform the work required allow. The order of rotation will be on an equitable rotation to be determined on each unit.

**5.7 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period and thereafter on a regular and periodic basis. Where the nurse requests an evaluation, an evaluation will be given, provided that no more than one evaluation will be given per year. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation, if requested. Nurses will sign the evaluation to acknowledge receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. A peer evaluation format may be developed in addition to supervisory evaluation on a unit-by-unit basis by mutual agreement between unit nurses and the manager.

**5.8 Communication.** Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision and the Conference Committee.

**5.9 Job Openings.** When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. Nurses will be given first preference for filling the vacant positions in their own unit based upon their seniority. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. Notice of new job openings shall be distributed to the unit employees via department group e-mail and shall be posted on the Employer's electronic job bulletin board for seven (7) days in advance of filling except for the night shift which shall be posted for three (3) days. Postings will include unit, shift and FTE status. To be considered for such job opening, a nurse must submit an electronic transfer request to Human Resources. Human Resources shall send transfer request(s) to a nurse recruiter. Upon receiving the transfer request(s), Human Resources will notify the applicant that his/her application is

being processed. Internal applicants will be notified when the job has been filled. Currently employed nurses shall be given preference over outside candidates for job openings for which, in the judgment of the Employer, they are as qualified as the outside candidates.

**5.10 Staffing Concerns.** The parties recognize that as hospital care is reformed, hospital based professional nursing practice will undergo a transformation. In the future there will be different skill demands on the staff nurses and those with whom they work. Patient focus care, changes in skill mix, and acuity classifications are among these changes.

The parties agree that a process which involves input from and collaboration of staff nurses in adapting to these changes is in the interest of patients, staff and the Hospital.

To respond appropriately to changes, the processes of collaboration must, of necessity, be flexible. It is also recognized that the process must be economical in the use of the time of staff nurses and managers.

There are certain issues where the appropriate process may involve the Nursing Practice Committee and in others the Conference Committee, and in others the staff nurses on the unit and their unit manager and in still others, the unit based quality assurance/quality improvement committees.

The parties will work together to determine how to best meet these needs.

**5.10.1** A nurse questioning the level of staffing on his or her assigned unit is encouraged to communicate this concern in the following manner:

- a) by discussing the concern with the person responsible for the shift's staffing who will assess the staffing levels and when it is determined to be required, reallocate clinical unit resources when possible. When no adjustments are possible within the unit, the person in charge will contact his or her immediate supervisor on duty;
- b) The supervisor as he/she determines appropriate will utilize available management resources to attempt to resolve the situation.
- c) If the nurse is dissatisfied with the decision of the supervisor, the nurse may initiate an Assignment Despite Objection (ADO) form.
- d) If there is no mutually satisfactory resolution to the staffing problem, and the problem appears to be one which will be reoccurring, the nurse may submit his/her documentation to the unit staff meeting. Upon request, the issue will be placed on the agenda.
- e) If the staffing problem is unresolved, the nurse may submit the documentation to the Nursing Practice Committee or Conference Committee, as the Association designates, for consideration and recommendation. Where Assignment Despite Objection forms are a part of the documentation, the parties shall insure that patient confidentiality standards are fully met.

f) The Nurse Practice or Conference Committee will meet promptly to discuss the staff problem raised. The Committee will report its conclusions and its recommended solution to the nurse who submitted the issue to the Nurse Practice or Conference Committee.

g) Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal.

**5.10.2 Staffing Changes.** In the event the Hospital proposes a change in the RN staffing (including but not limited to, changes in nurse/patient ratios or clinical staff mix) on any unit other than temporary adjustments, the Hospital shall comply with the following procedures.

**5.10.2.1** The Hospital will provide written notification to the Association and the Local Unit Chairperson(s) of the proposed changes a minimum of twenty-one (21) days prior to the proposed date of implementation. Such notice shall include the nature of the staffing change, the basis for the staffing change and the time line for implementation.

**5.10.2.2** If requested, the Conference Committee shall convene as soon as possible following receipt of the notice to review the proposed staffing changes and provide input related to those changes prior to implementation. Notice of the Conference Committee meeting will be posted on each affected unit inviting interested nurses to attend the meeting. There will be a post-implementation evaluation process agreed on with regular reports to the Conference Committee.

**5.10.3** The matters discussed pursuant to this Section shall not be subject to Article 16, Grievance Procedure.

**5.11 Health and Safety.** The Hospital will maintain reasonable conditions of health, safety and sanitation including compliance with Federal, State and Local laws applicable to the safety and health of its employees. Nurses shall not perform tasks that endanger their health or safety if such work or tasks are not inherent to reasonably prudent nursing practice. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols shall be furnished and, where feasible, utilized. The Hospital will provide nurses with adequate training on the proper use of proper work methods and protective equipment required to perform hazardous duties. The Hospital will continue its Employee Safety Committee in accordance with existing regulatory requirements including representation by bargaining unit RNs. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures of the workplace and its employees. It is a nursing as well as a management responsibility to report unsafe conditions by using the QA Memo or other appropriate method. Where the nurse reports an unsafe condition, the Hospital will inform the nurse and the Safety Committee of the planned remedy, if any, within a reasonable time.

## ARTICLE 6 - SENIORITY

**6.1 Definition.** Seniority shall mean a nurse's continuous length of service as a registered nurse based upon hours worked with the Employer from most recent date of hire. Seniority benefits shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals. Nurses who leave the bargaining unit but continue to work for the Employer will retain their accrued seniority but will not accrue additional seniority. Employees must hold a full-time or part-time bargaining unit position to be entitled to exercise seniority rights under this Agreement.

**6.2 Reallocation of Staff.** Reallocation may occur when a unit(s) changes clinical focus, when two or more units merge, or when the staff mix ratio of a unit(s) is restructured and there is a resulting layoff of nurses. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to notice of implementation of the schedule, the Conference Committee will be notified and given the opportunity to meet to discuss the planned change and evaluate alternatives. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days. Other vacant positions with the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign nurses to available positions based on seniority, unless skill, competence or ability are overriding factors as determined by the Employer. Nurses who do not submit a preference list will be assigned to open positions remaining, if any, after the preferences of other nurses have been assigned provided that the Employer has given written notice of options to nurses on leave of absence, sick leave or annual leave during the posting period. Nurses who are not assigned a position shall be considered displaced and the layoff procedures shall apply.

**6.3 Layoff.** Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, seniority shall be controlling in layoff and recall, mandatory reduction in FTE status, mandatory shift changes. The following definitions and procedures shall govern during any layoff of bargaining unit nurses:

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

- a) **"Layoff"** shall mean any mandatory, permanent or prolonged full or partial reduction in a nurse's assigned FTE status or shift.
- b) **"Qualified"** means the ability to independently provide, based on the job description, safe, direct patient care for the standard caseload on the unit.

- c) **“Open Position”** can be a current vacant position, a newly created position, or a position created by a displaced or laid off nurse designated by the Hospital as open.
- d) **“Displaced Nurse”** is a nurse whose position on a unit has been eliminated by the Hospital during a layoff.
- e) **“Unit”** means a specific work area, including the float pool, defined by the Employer as such.

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

**6.3.2.1 Notice/Meeting.** The Hospital will give at least thirty (30) calendar days’ advance written notice of a layoff to the Association and the Local Unit Chairperson. The Hospital and the Association will meet within fourteen (14) calendar days following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Hospital shall continue to meet until the layoff procedures have been completed in order to address issues which may arise. All affected full-time and part-time nurses will be given advance, written notice or pay in lieu thereof based on scheduled hours missed at least fourteen (14) calendar days prior to the layoff. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

**6.3.2.2 Seniority Roster.** During this process, the Hospital shall provide to the Association a seniority list of all bargaining unit nurses identifying every nurse’s seniority, unit, shift and FTE.

**6.3.2.3 Identification of Affected Positions.** Within the time frames set forth herein, the Hospital shall identify the positions and number of FTEs which will be subject to layoff. Nurses in the position identified for layoff (elimination) will be laid off/displaced, subject to Section 6.3.2.5.

**6.3.2.4 Agency Nurses.** Except in cases of emergency, agency nurses shall not be called in to work on units and shifts which the Hospital has identified as requiring a reduction of FTEs.

**6.3.2.5 Bumping Rights.** Displaced nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital provided that skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria:

- a) **Within a Unit.** A displaced nurse, wishing to remain on his/her unit may take the position of a less senior nurse on the displaced nurse’s unit.
- b) **Housewide - Low Seniority Roster.** By seniority, displaced nurses may bump into a position for which the nurse is qualified which is on the low

seniority roster. Positions on the low seniority roster shall be made up of the positions held by the least senior nurses in the Hospital whose positions, combined with any open, posted positions, are equivalent to the number of positions which have been eliminated. Provided, however, no more than 50% of the core staffing on any unit will be placed on the roster.

c) Displaced nurses will designate which of the positions on the low seniority roster they wish. Assignment will be offered first to the senior displaced nurse who is qualified without training to perform the duties of the position. If no displaced nurse is so qualified, then seniority will control the selection among nurses who can become qualified under (d), who wish the position.

d) Nurses who are not currently qualified for a position they seek but who in the judgment of the Hospital could become qualified with up to six weeks of training at the FTE of the position being sought will be assigned the position.

e) Nurses who have received training for a position pursuant to (d) above will not be eligible to bid on open positions and will not be placed on the low seniority roster for a period equal to one (1) month for each one (1) week of required training.

f) **Layoff Option.** 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 and/or unemployment claims.

g) **Shift Changes.** Notwithstanding any provisions of this Section, where the layoff is a mandatory shift change without a reduction in a nurse's FTE, the displaced nurse(s) shall have no bumping rights outside of her/his unit. If the nurse continues employment on the unit, the nurse shall not be considered laid off or displaced, but shall have recall rights to the shift from which she/he was removed.

h) **Bumping Rights.** Bumping rights are to a single position and do not give a nurse the right to combine FTEs by bumping.

**6.3.3 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, when possible, to work additional shifts as needed before such shifts are offered to Reserve Nurses or regular part-time and full-time nurses as "extra" shifts (above their FTE). However, regular part-time and full-time nurses will have the first opportunity to pick up hours up to their current assigned FTE. Thereafter, to the extent possible, such shifts will be offered to qualified 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. Agency nurses will be utilized as a last resort.

**6.3.4 Request to Work Additional Shifts.** Full-time or part-time nurses on layoff may complete a form listing shifts and units where the nurse is qualified as defined in Section 6.3.1 (b) to perform the work normally performed by reserve nurses.

**6.3.5 Use of Paid leave.** Except in cases of reduced FTE or shift change, all accrued annual leave will be paid out in a lump sum at the time of layoff. Accrued sick leave will be frozen at the time of layoff and can be accessed upon recall.

**6.3.6 No New Hires.** As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the bargaining unit until all qualified nurses holding recall rights have been offered the position. Such offer will include up to six (6) weeks of training pursuant to Section 6.3.2.5 (d).

**6.4 Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. If a laid off nurse has regularly exercised the rights under 6.3.3 and 6.3.4 throughout her/his layoff, at the end of eighteen (18) months on the recall roster, upon request, the nurse will be placed on reserve status and the nurse's recall rights cease. If the nurse thereafter is hired as a regular full or part-time nurse, the nurse shall have her/his seniority hours restored.

**6.4.1 Notice of Recall.** When an "Open Position" occurs, notice of recall shall be given in writing to qualified nurses by seniority, most senior nurses on the reinstatement roster being offered openings first.

**6.4.2 Three-Weeks Report Time.** A recalled nurse who has been laid off will be allowed up to three (3) weeks to report to work after receipt of notice of recall.

**6.4.3 Recall to a Different Position.** A nurse may reject a position offered in recall which is different from the position held by the nurse prior to layoff without loss of recall rights under this Agreement.

**6.4.4 Restoration of Seniority and Benefits.** Immediately upon recall, a nurse shall have all previously accrued seniority restored. All other benefits shall be subject to existing eligibility requirements of the carriers. A nurse shall not accrue benefits or seniority while on layoff.

**6.4.5 Leave of Absence.** A nurse unable to respond to a notice of recall, due to a reason requiring a leave of absence as defined by the contract, shall be recalled and simultaneously transferred to appropriate leave of absence status. The position may be temporarily filled as with other leaves of absence.

**6.4.6 Displaced Nurses.** A displaced nurse working in a position different than the one held prior to the layoff shall not be considered on layoff, but will be eligible for recall rights for up to eighteen (18) months from commencement of displaced nurse status.

**6.5 Loss of Seniority/Recall Rights.** Nurses shall be terminated from the Hospital and will forfeit their right to recall, as well as their seniority, only for one of the following reasons:

- a) Voluntary termination
- b) Discharge for Just Cause
- c) Failure to report from layoff within twenty-one (21) days after receiving written notification of a position of equal hours, shift and unit
- d) Failure to keep the Hospital informed of current address while on layoff status.

**6.6 Low Census.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will

- 1. Send home Agency nurses.
- 2. Cancel Overtime shifts.
- 3. Cancel incentive shifts.
- 4. Ask for volunteers.
- 5. Cancel reserve nurses.
- 6. Cancel part-time nurses working above their assigned FTE.
- 7. Cancel Travelers
- 8. Rotate regular full-time and part-time nurses by seniority within the Low Census Grouping starting with the least senior nurse first, providing skills, competence and ability are not overriding factors.

If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will reflect all low census days taken whether or not the nurse chooses to use annual leave, and will be restarted each six (6) months, beginning with the least senior nurse. Nurses who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. Low census is an appropriate subject for the Conference Committee.

**6.6.1 Additional Hours.** Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.

**6.6.2 Low Census Groups.** The three (3) Low Census Groups are:

- 1. Medical, Surgical, Orthopedics, Endoscopy, Float, Oncology, Admitting, IV, Rehab, Emergency Room, ICU/Telemetry, Geropsych, Day Surgery-Short Stay;

2. Childbirth Center;
3. Surgery (including operating room, and recovery room).

**6.6.3 Low Census Notification.** As a general guide, the Hospital will seek to provide notice to nurses called off for low census not less than one and one-half (1 1/2) hour prior to day-shift starting time and not less than two (2) hours prior to evening and night-shift starting time.

**6.6.4 Low Census Report Pay.** Nurses who report for work as scheduled (unless otherwise notified in advance) and who are released from duty by the Hospital because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. Nurses who are sent home after this four (4) hours and subsequently that day are called and agree to work shall receive time and one-half (1½x) the regular rate of pay for all hours worked on the callback.

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

**7.1 Work Day.** The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours.

**7.2 Work Period.** The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

**7.3 Flexible Work Schedules.** Flexible/innovative work schedules may be established by agreement between an individual nurse or a group of nurses and their nurse manager within their unit. To the extent any of the terms and conditions of the flexible/innovative schedule would violate any of the provisions of this Agreement, the Employer will negotiate such schedules with the Association prior to implementing the schedules. For twelve (12) hour shifts, refer to Appendix B.

Flexible/innovative schedules shall be in writing, identifying in detail the schedule to be worked. A copy of the schedule will be sent to the Local Unit Chairperson within fifteen (15) days of its implementation. Once the schedule is implemented, the Hospital will not discontinue it with less than six (6) weeks' notice to the affected nurses, including one (1) complete schedule posting period.

In the event a majority of the nurses involved in the flexible/innovative schedule desire to discontinue the schedule they will give their nurse manager written notice of their desire signed by each of the nurses desiring the change. On presentation of this request the nurse manager will discontinue the schedule after one (1) complete monthly work schedule under the flexible/innovative schedule has been worked after the notice.

**7.4 Work Schedules.** It is recognized and understood that deviations from normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests,

temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care, and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

**7.5 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1½x) times the regular rate of pay for time worked beyond the nurse's normal full-time work day or normal full-time work period. Double time (2x) the regular rate of pay shall be paid for all consecutive hours worked by the nurse beyond twelve (12) hours. For purposes of computing overtime, the nurse's straight time hourly rate of pay shall include shift differential. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

**7.5.1 Overtime Definition.** All time which is compensated for at the rate of time and one-half (1-½x) the rate of pay will be considered overtime whether or not such compensation is characterized as overtime or premium pay. Except for work on a holiday, only time worked at straight time will count toward calculation of daily or weekly overtime.

**7.6 Prohibition of Mandatory Overtime.** The acceptance of overtime by any employee is strictly voluntary, except that overtime may be assigned on a mandatory basis (a) because of an unforeseeable emergent circumstance, (b) because of prescheduled on-call time, (c) when the Employer documents that the employer has used reasonable efforts to obtain staffing for reasons other than chronic staff shortages, or (d) when an employee is required to work overtime to complete a patient care procedure already in progress where the absence of the employee could have an adverse effect on the patient.

**7.7 Overtime Approval.** All overtime must be pre-approved by a supervisor or designee. The Employer and the Association agree that overtime should be minimized. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1½x). When a nurse is eligible for two (2) or more forms of premium pay and/or overtime pay, the nurse will receive the highest pay rate. Every effort will be made to discuss changes made to time records with the affected nurse prior to submission to payroll.

**7.8 Meal/Rest Periods.** All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall receive one (1) fifteen (15) minute break for every four (4) hours of work. If a nurse requests her/his manager (or alternate) for the time off to take a break and the manager is unable to provide adequate coverage for the nurse the Employer will pay the break time at the rate of time and one-half (1½x) times the nurse's regular rate, if the manager does not reschedule the break.

**7.9 Weekends.** 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 (1½x) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition. This time and one-half (1½x) premium pay provision shall not apply to nurses who voluntarily agree to work more, frequent weekend duty, or to nurses who have agreed to trade weekend work. The availability of weekend work shall be determined by the Employer.

**7.10 Rest Between Shifts.** In scheduling work assignments, the Employer 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 shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1½x) the regular rate of pay. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

**7.11 Shift Rotation.** Where shift rotation is required by the Employer, a good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis. Should shift rotation be required on a temporary basis, volunteers will be sought first. If there are insufficient volunteers, the Employer will assign shift rotation on the basis of qualifications and reverse seniority on the affected unit.

**7.11.1 Double Shifts.** Any nurse who works a double shift of at least 16 hours in combination, may request to have her next scheduled shift off, if that shift is within 24 hours of the end of her double shift. If the nurse requests, she shall be entitled to draw on any accrued and unused annual leave to cover the hours of the shift she has requested off. If the nurse has opted for taking her shift off and patient demand cannot be covered by another nurse and, therefore, the nurse is required to work her shift, the nurse will receive payment at the overtime rate of time and one-half (1½x) for all hours worked on that shift.

## **ARTICLE 8 - COMPENSATION**

**8.1 Wage Increases and Added Steps.** Effective November 15, 2010, there shall be a 1% across the board increase to steps 1-28 of the wage scale. Effective May 15, 2011 there shall be a 2% across the board increase to all steps of the wage scale. Effective May 15, 2012 there shall be a 2.25% across the board increase to all steps of the wage scale.

**8.1.1 Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

Increase Wage Schedule as follows:

<b>Staff Nurse Rate of Pay</b>	<b>Effective 05/15/10</b>	<b>Effective 11/15/10</b>	<b>Effective 05/15/11</b>	<b>Effective 05/15/12</b>
Base	\$25.23	\$25.48	\$25.99	\$26.58
1	\$26.22	\$26.48	\$27.01	\$27.62
2	\$27.32	\$27.59	\$28.15	\$28.78
3	\$28.44	\$28.72	\$29.30	\$29.96
4	\$29.55	\$29.85	\$30.44	\$31.13
5	\$30.67	\$30.98	\$31.60	\$32.31
6	\$31.78	\$32.10	\$32.74	\$33.48
7	\$32.91	\$33.24	\$33.90	\$34.67
8	\$34.03	\$34.37	\$35.06	\$35.85
9	\$35.14	\$35.49	\$36.20	\$37.02
10	\$36.24	\$36.60	\$37.33	\$38.17
12	\$37.36	\$37.73	\$38.49	\$39.35
15	\$39.58	\$39.98	\$40.78	\$41.69
18	\$41.76	\$42.18	\$43.02	\$43.99
20	\$43.84	\$44.28	\$45.16	\$46.18
25	\$46.06	\$46.52	\$47.45	\$48.52
28	\$47.12	\$47.59	\$48.54	\$49.64

**8.2 Date of implementation.** Wage increases, longevity increments, and increases in 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.

**8.3 Recognition for Past Experience.** Full-time and part-time nurses hired during the term of this Agreement shall be compensated in accordance with the following plan:

a. All nurses hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale.

b. For purposes of this section, continuous recent experience as a registered nurse shall be defined as clinical nursing experience in an accredited hospital or skilled nursing facility (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Vice President of Clinical Service.

**8.4 Wage Premium in Lieu of Benefits.** In lieu of all fringe benefits provided for in this Agreement except for shift differential pay, callback pay, standby pay and longevity increments, full-time and part-time nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates.

After the decision to receive either, compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. In the event the law requires the Employer to contribute to a program of health insurance on behalf of part-time nurses, the fifteen percent (15%) differential provided herein shall be adjusted based on the percent such cost represents for a nurse on step 5 of the salary schedule except that the differential may not be less than nine percent (9%). The Employer retains the right to discontinue the premium in lieu of benefits as an option, except that nurses receiving the premium at that time may continue.

**8.5 Retroactive Step Adjustments.** Effective May 15, 2008 adjustments will be implemented for additional recognition for past experience based on the audit conducted of the personnel files of each RN. The audit will involve a review of each employee's employment application and/or resume and related materials already contained in the personnel files.

**8.5.1** Employer will use the following formula to evaluate additional recognition for past experience. The Total years of prior experience (RN experience prior to NWH) minus the years of experience credited at time of hire, equaling the number of unrecognized full years of experience. Partial years of service shall not be recognized for purposes of this formula. If as a result of the above formula an RN is deemed to have unrecognized full years of experience, an adjustment will be given as follows: a one-step adjustment will be made each time the nurse is scheduled for a step increase, up to a maximum of 2 steps during the life of this contract.

## ARTICLE 9 - OTHER COMPENSATION

**9.1 Shift Differential.** Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rate of pay. Nurses assigned to work the third (11 p. m. – 7 a. m.) shift shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

Nurses who are assigned to and who work the third shift and who continue working into the first (1st) shift shall continue to receive the third shift differential for all hours worked on the first (1st) shift.

**9.2 Low Census Standby Premium and Callback Pay When Called Back from Low Census.** Where there is a low census, under Section 6.6, nurses may agree to be on standby during the hours they are scheduled to work and will be compensated at the rate of four dollars (\$4.00) for each hour on standby. If the nurse is called in from standby, then the nurse will be guaranteed a minimum of three (3) hours' pay at time and one-half (1 ½ X) the nurse's regular rate of pay. The nurse will be paid at the nurse's regular rate of pay for the remainder of the scheduled shift. In addition, the nurse shall receive standby pay for the entire shift. Nurses who agree to be on standby shall continue to be considered on low census and all such hours shall count toward seniority and benefit accrual. If in any unit, voluntary standby is not

routinely accepted by nurses on that unit, the Hospital may give the Association thirty (30) days' written notice to apply standby in that unit according to the low census order of Article 6.6.

**9.3 On Call Premium and Callback Pay.** Nurses assigned to be on call during the hours outside of the nurse's regularly scheduled shift, shall be paid four dollars (\$4.00) for each hour designated on call. If the nurse is called to work, she/he shall be guaranteed a minimum of three (3) hours' pay at the rate of time and one-half ( $1\frac{1}{2}x$ ) the nurse's regular rate of pay in addition to on call pay. Nurses on call shall be provided with signal devices. Travel to and from the Hospital shall not be considered time worked. On call duty shall not count toward seniority and benefit accrual. This section shall not apply to nurses subject to low census.

**9.4 Charge Nurse/Lead Nurse Pay.** Nurses who are assigned as charge nurse/lead nurse with a regular schedule of at least .8 FTE will receive two dollars and fifty cents (\$2.50) per hour additional pay. Nurses who are assigned relief charge or relief lead will receive a differential of two dollars and fifty cents (\$2.50) per hour for hours actually worked.

**9.5 Preceptor Pay.** Any nurse assigned as a preceptor shall receive a premium of one dollar (\$1.00) per hour.

**9.6 Weekend Premium Pay.** Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p. m. Sunday.

**9.7 Work in Advance of Shift.** When a nurse is required to report 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 time and one-half ( $1\frac{1}{2}x$ ) the regular rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift, except for low census, unless there is mutual consent.

**9.8 Work on Day Off.** Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half ( $1\frac{1}{2}x$ ) times the regular rate of pay for the hours worked.

**9.8.1 Incentive Shifts.** To avoid using agency, the employer may post incentive shifts paying an additional \$10.00 per hour. Incentive shifts will be posted in advance when possible. Regularly scheduled nurses will have priority over reserve nurses. Staff working at regular pay rate will have priority over overtime shifts. Nurse must work scheduled shifts during that pay period. The nurse must work beyond 48 hours in a pay period before receiving premium pay for incentive shifts.

**9.8.1.1 Scheduling:** Unit manager will designate and post incentive shifts as far in advance as they deem necessary. Nurse will schedule incentive shifts with the unit manager or designee.

**9.8.1.2** An Employee canceling an incentive shift will give 24-hour notice (except in case of illness). Failure to do so may result in ineligibility for future

incentive shifts. Management reserves the right to cancel incentive shifts. Nurses calling in sick on incentive shifts will not receive sick pay.

**9.9 Certification Pay.** Nurses certified in a specialty area recognized by the Employer, as defined in section 4.11, shall receive a premium of one dollar (\$1.00) per hour.

**9.10 Float Pool Premium.** Any full time or part time nurse with regularly scheduled shifts and hours designated to the Float Pool, shall receive a five dollar (\$5.00) per hour premium for all hours worked as a Float Pool nurse as part of the nurse's regular rate of pay.

## ARTICLE 10 - ANNUAL LEAVE

**10.1 Accrual.** Full-time and part-time nurses shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

<u>Upon Completion of:</u> <u>(2080) hours = 1 year</u>	<u>Annual Leave</u>
1 year	8(+10)* (64 + 80 hours)
2 years, 3 years	18 days (144 hours)
4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

\* Full-time nurses and part-time nurses who have selected the wage differential option (Section 8.4) shall not be eligible for annual leave benefits, but shall be eligible to schedule time off without pay to the extent shown on the schedule above based on the same scheduling criteria set for benefited employees.

**10.2 Scheduling.** Annual leave shall begin accruing the first day of employment. During the probationary period, a nurse is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, a nurse shall be eligible to take any annual leave which has accrued. Nurses shall present written requests for annual leave as far in advance as is possible but not less than two (2) weeks before the work schedule is posted. Nurses will be notified in writing within two (2) weeks after the request is submitted whether the annual leave is approved. Nurses requesting annual leave at least ninety (90) days in advance will be notified in writing at least sixty (60) days in advance of the requested Annual Leave whether this request is approved. In the case of conflicting requests by nurses for annual leave or limitations imposed by the Employer on annual leave requests, all annual leave requests will be considered on the basis of the date the request was submitted, previous annual leave and the nurse's department seniority, provided the skills and abilities of the nurses affected are not significant factors as determined by the Employer. Annual leave requested during the Christmas or New Year's holiday periods shall be granted on a rotational basis. Nurses who have approved vacation requests will not be required to find relief for their vacation period. Approved Annual Leave shall not be affected by later requests unless

mutually agreeable. The dates and times at which holidays will be observed will be conspicuously posted by the Employer each January.

**10.3 Loss of Annual Leave.** Annual leave accumulated in the course of one year (2080 hours) of employment must be used before completing a subsequent year (2080 hours) of employment. A nurse will not lose accrued annual leave without receiving prior written notification from the Employer, nor will a nurse lose accrued annual leave if the Employer was unable to schedule the time off.

**10.4 Work on Holidays.** All full-time, part-time and reserve nurses who work on a designated holiday shall be paid a holiday premium at the rate of one and one-half (1 ½) times the nurse's regular rate of pay for each hour worked during the holiday hours. President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day shall be designated holidays beginning at 11:00 pm the night before and ending at 11:00 pm on the holiday. The Christmas Day holiday shall begin at 3: 00 p.m. on December 24 and will end at 11:00 p.m. on December 25., The New Year's holiday shall begin at 3:00pm on New Year's Eve and will end at 3:00pm on New Year's Day.

**10.4.1 Units Closed for Business on Holidays.** Nurses who are regularly scheduled to work in units that are not open for business on the holidays shall be able to use annual leave or take leave without pay for the holiday hours (to be coded as "annual leave or low census" for benefits purpose.

**10.5 Rotation of Holiday Work.** Holiday work shall be rotated by the Employer on an equitable basis with consideration being given to special scheduling requests of senior nurses. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

**10.6 Payment Upon Termination.** After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those nurses who are discharged for cause, unless personal circumstances preclude giving notice.

**10.7 Pay Rate.** Annual leave pay shall be the amount the nurse would have earned had the nurse worked during the period of annual leave at the nurse's regular rate of pay.

**10.8 Transfer of Annual Leave.** Nurses with eighty (80) or more hours of annual leave may transfer up to twenty four (24) hours of their annual leave to another regular status nurse providing the recipient of the gifted annual leave has exhausted all of her/his sick leave which he or she is entitled to use (including use of a full forty (40) hours under Article 11.2) and has exhausted all annual leave and is eligible for a medical leave of absence due to a serious health condition under Article 13.3. Additional benefits will not accrue to the recipient because of these gifted hours of annual leave.

**10.9 Family Care.** The Employer will comply with the Washington Family Care Act RCW 49.12.265-.290, in extending benefits under this Article to employees who take paid time off to care for a child with a health condition; or a spouse, domestic partner (as defined in section

13.15), parent, parent-in-law, or grandparent with a serious health condition or an emergency condition.

## ARTICLE 11 - SICK LEAVE

**11.1 Accrual.** Full-time and part-time nurses shall accumulate sick leave (wage continuation) insurance at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 576 hours per nurse.

**11.2 Compensation.** If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. A nurse shall not be eligible for paid sick leave during the probationary period. Sick leave may also be used for a child age eighteen (18) or older and who is incapable of self-care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of a nurse's spouse, domestic partner as defined in Article 13.15, parent, parent-in-law or grandparent.

**11.2.1** Serious health condition shall be defined as a condition requiring inpatient care, or requiring continuing treatment by a health care provider in which the child, parent, spouse or domestic partner is absent from their work, school or unable to perform other daily activities for a period of three (3) consecutive scheduled work days or more of the nurse.

**11.2.2** Parent shall be defined as the nurse's birth parents or a person or persons who stood in the place of birth parents. In no event shall this provision apply to more than two (2) parents.

**11.3 Notification.** Nurses working the first (day) shift shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

**11.4 Proof of Illness.** Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge.

## ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

**12.1 Flexible Benefits Plan.** Beginning the first of the month following ninety (90) days of continuous employment, all full-time and all part-time nurses regularly scheduled to work twenty-four (24) or more hours per week shall be included under and covered by the Employer's flexible benefits plan providing medical, surgical, hospital, vision, disability, life

and dental insurance benefits with the nurse's premiums to be paid by the Employer. Participation in medical, vision, disability, life, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

**12.2 Health Tests.** At the time of employment, the Employer shall provide a Tuberculin skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will provide a chest x-ray at no cost. Upon request, a routine blood examination and urinalysis will be provided at no cost to the nurse once each year.

**12.3 Other Insurance.** The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

**12.4 Retirement Plan.** The Employer will provide a retirement plan for all nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan and shall not change during the term of this Agreement.

**12.5 Plan Changes.** In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will discuss the proposed plan changes with the Association prior to implementation. The Employer shall notify the Association at least thirty (30) days prior to the intended enrollment period.

**12.6 Employee Benefits Committee.** The Employer shall establish an "employee committee" to discuss benefit issues. The committee will contain at least two (2) staff nurses who are appointed by the Association. Representatives of the Employer's "benefits team" members shall also be on the Employee Benefits Committee. The committee will solicit input from nurses at the Hospital with respect to changes to benefits that may be proposed during subsequent negotiations. Input gathered by the Employee Benefits Committee will be utilized by the Employer for purposes of considering what changes to propose to existing benefit packages.

## ARTICLE 13 - LEAVES OF ABSENCE

**13.1 In General.** All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days.

**13.2 Family Leave.** Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months to care for a newborn child or an adopted or foster child, without loss of benefits accrued to the date such leave commences. Such leave shall be in addition to maternity leave granted for the disability period resulting from pregnancy or childbirth. If the nurse's absence from work for family reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Leave may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. The nurse may use previously accrued sick leave during

the period of disability and annual leave thereafter to the extent accrued during the family leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

**13.3 Health Leave.** After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. "Health reasons" shall mean:

- (a) to care for a spouse, domestic partner (as defined in Article 13.15), child or parent who has a serious health condition (limited to a .6 FTE or above only); or
- (b) because of a serious health condition that makes the nurse unable to perform the functions of his or her position.

If the nurse's absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Nurses who are regularly scheduled at least 0.6 FTE may take leave intermittently or on a reduced leave schedule when medically necessary. The nurse may use previously accrued sick leave and annual leave thereafter to the extent accrued. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position.

**13.4 Family and Medical Leave Act.** In the event the Family and Medical Leave Act (FMLA) provides a better benefit than those provided in Sections 13.2 and 13.3, the appropriate provisions of the FMLA shall prevail.

**13.5 Family and Medical Leave Act—Leave to Care for an Injured Service Member.** An eligible nurse is entitled to up to twenty-six (26) weeks of unpaid leave during any single 12-month period to care for a spouse, state-registered domestic partner, son, daughter, parent or next of kin 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. The single twelve (12) month period begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible nurse is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) week total may be used for an FMLA-qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with U.S. Department of Labor regulations.

**13.6 Family and Medical Leave Act—Qualifying Exigency Leave.** An eligible nurse is entitled to up to a total of twelve (12) weeks of unpaid leave during a rolling 12-month period

because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, state-registered domestic partner, son, daughter or parent of the nurse is on active duty, or has been notified of an impending call or order to active duty of a contingency operation. Exigency leave under the FMLA is available to a family member of a service member in the National Guard or Reserves; it does not extend to family members of service members in the Regular Armed Forces. This provision shall be administered in accordance with U.S. Department of Labor regulations.

**13.7 Military Spouse Leave.** Up to fifteen (15) days of unpaid leave will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse or state-registered domestic partner is on leave from deployment or before and up to deployment during a period of military conflict. The nurse must provide his or her supervisor 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. This provision shall be administered in accordance with RCW 49.77.

**13.8 Military Leave.** Leave required in order 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 nurse's earned annual leave time.

**13.9 Leave Without Pay.** Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

**13.10 Leave With Pay.** Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

**13.11 Return From Leave.** Nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

**13.12 Jury Duty.** All full-time and part-time nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**13.13 Short Term Personal Leave.** All full-time and part-time nurses shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not jeopardize Hospital service.

**13.14 Long Term Personal Leave.** Upon approval of the Employer, a nurse may take a paid or unpaid Personal Leave of Absence for a specified period of time, not to exceed twelve (12) consecutive months. Reasons for a Personal Leave of Absence may include education, travel, election to public office, social service activities, or medical/family obligations that fall outside the Family and Medical Leave of Absence eligibility. Nurses will be offered the first available position for which they are qualified following scheduled date of return. There is no guarantee

that a nurse will return to the identical position or shift held prior to the LOA. If an employee is not eligible for a Family and Medical Leave of Absence, and requests a Personal Leave of Absence for pregnancy related disability, the employee is entitled to return to the same or equivalent position immediately following the period of disability. If continuation of employee benefit plans is desired during the LOA, employees must arrange for that coverage in accordance with plan provisions through Human Resources before the LOA commences. This leave shall be granted or denied at the discretion of the Employer and shall not be subject to Article 16 (Grievance Procedure).

**13.15 Bereavement Leave.** Up to twenty-four (24) hours of paid leave (prorated for part time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent or step-parent, spouse, brother, sister, child or step-child or grandchild, mother-in-law father-in-law, or domestic partner as defined in the Seattle Municipal Code at SMC 4.30.010 and SMC 4.30.020, provided that the name of the domestic partner has been registered with Human Resources.

**13.16 Domestic Violence Leave.** Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

## ARTICLE 14 - COMMITTEES

**14.1 Conference Committee.** The Employer, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis and shall consist of four (4) representatives of the Employer and four (4) representatives of the Association. One of the Employer representatives shall be the Director of Clinical Service. All members of the committee shall be employees of the Hospital. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel.

**14.2 Nurse Practice Committee.** A Nursing Practice Committee shall be instituted and maintained at the Hospital. The purpose of this committee shall be to discuss and improve nursing practices in the Hospital. The committee shall develop specific objectives subject to review by Hospital Administration. The committee shall be composed of ten (10) staff nurses, the majority of whom shall be elected by the local unit, plus one representative from Nursing Administration. The committee will be representative of all clinical areas and shifts.

Organizational aspects of the committee shall be determined by the committee. This committee shall be advisory and will not discuss matters subject to collective bargaining or the Association's contract. Nurses shall have the responsibility for instituting the Nursing Practice Committee. The Committee will meet bimonthly unless the Committee decides to meet less frequently or Nursing Administration agrees to meeting more frequently.

**14.3 Compensation.** All time spent by nurses on Employer established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of the Conference Committee and Nurse Practice Committee will be considered time worked and will be paid at the appropriate contract rate. Time which is spent by the nurse outside of the regular work day on non-contract, Employer established committees will be compensated time when authorized by Nursing Administration.

## **ARTICLE 15 - STAFF DEVELOPMENT**

**15.1 Staff Development.** The purpose of orientation is to provide an introduction to the philosophy, standards and systems of the Hospital and nursing department. Orientation also provides an opportunity for newly hired nurses to socialize into their role through development of working relationships with peers and other colleagues. Orientation will consist of a combination of classroom, clinical and self-directed learning experiences designed to assist the newly hired registered nurse to function independently in her/his role as staff nurse. Each unit has a unit specific skills list that is used in the orientation process.

**15.2 Continuing Education.** A regular and ongoing continuing education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will state whether or not attendance is mandatory or voluntary. The purpose of continuing education shall be:

1. to promote the safe and intelligent care of the patient;
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and personal satisfaction. Topics to be offered will be determined by discussions between nurses and the education department. The objectives of continuing education shall be: to review the philosophy, objectives and functions of continuing education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Continuing education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend continuing education during off-duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to provide contact hours for continuing education/educational programs.

**15.3 Job Related Study.** After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital service.

**15.4 Approved Expenses.** When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

**15.5 Education Professional Leave.** Nurses may be allowed up to forty-eight (48) hours of paid educational professional leave per year (prorated for part-time employees); provided, however, such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Director of Clinical Service of the subject matter to be studied. Where the Hospital intends to deny a substantial amount of educational leave for budgetary reasons, the Hospital will, upon request, present the budgetary reasons in Conference Committee and will discuss alternatives to the denial of educational leave. Programs enhancing the professional growth of a nurse at the Hospital and participation in meetings of nursing or nursing related organizations will be considered for the use of professional/educational leave. As between employees who request it, educational/professional leave shall be approved in an equitable manner.

## ARTICLE 16 - GRIEVANCE PROCEDURE

**16.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**16.2 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 10.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being, automatically elevated to the next step without any action necessary on the part of the nurse.

**16.3 Grievance Procedure.** A grievance shall be submitted to the following grievance procedure:

**Step 1 Nurse and Immediate Supervisor.** If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within twenty-one (21) calendar days from the date the nurse became aware of the facts giving rise to the grievance. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

**Step 2 Nurse, Local Unit Chairperson and Director of Clinical Service.** If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Director of Clinical Service (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Local Unit Chairperson, if requested by the nurse) and the Director of Clinical Service (and/or

designated representative) shall be held. The Director of Clinical Service shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

**Step 3 Administrator and Association Representative.** If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Administrator (and/or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

**Step 4 Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The Arbitrator's decision shall be final and binding on all parties. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The rule for sequestration of witness shall only be applied by the Arbitrator when the Employer and Association mutually agree.

**16.4 Association Grievance.** The Association may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty-one (21) calendar days from the date the nurses became aware of the facts giving rise to the grievance.

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

**16.6 Termination.** This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the

expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

## **ARTICLE 17 - MANAGEMENT RESPONSIBILITIES**

**17.1 Management Rights.** 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 discipline, demote or discharge nurses for just cause, provided however, 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; to layoff nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; 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 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 administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 18 - UNINTERRUPTED PATIENT CARE**

**18.1** 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, sympathy strike, picketing, walkout, slowdown, sick out or other work stoppage of any nature whatsoever. In the event of any such activity, or a threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in any such activity will be subject to immediate dismissal.

## **ARTICLE 19 - GENERAL PROVISIONS**

**19.1 State and Federal Laws.** 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. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**19.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**19.3 Complete Understanding.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

**19.4 Successors.** This Agreement shall be binding upon any successor Employer. The Hospital shall have the affirmative duty to call this provision to the attention of any successor organization.

**19.5 Frivolous Reporting.** The Employer shall not report or cause a report to be made which involves an action by a registered nurse covered by this Agreement to the Board of Health, or Nursing Commission which is not reasonably required by law.

**19.6 Past Practices.** Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Certain benefits and practices presently exist which are not specified in this Agreement, and it is understood that their continuation for the term of this Agreement is not required or guaranteed. Unless specifically provided herein to the contrary, prior benefits and past practices shall not be binding on the Employer.

## **ARTICLE 20 - DURATION**

**20.1 Term.** This Agreement shall become effective on July 28, 2010, and shall remain in full force and effect to and including the 15th day of May, 2013, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event

negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Contract.

Signed this 18<sup>th</sup> day of October, 2010.

**Northwest Hospital and Medical Center**

*Raymond Ward RN, MBA*  
*NP Clinical Services*

**Washington State Nurses Association**

*Pamela Newsom*  
Pamela Newsom, RN, Local Unit Chair

*Cathy Sanders, RN*  
Cathy Sanders, RN, Grievance Officer

*Thomas Booze RN*  
Tom Booze, RN

*Susan Casperson*  
Susan Casperson, RN

*Cathy Powers*  
Cathy Powers, RN

*Mary Sweeney RN*  
Mary Sweeney, RN

*Kathi Landon*  
Kathi Landon,  
WSNA Nurse Representative

*Michael Sanderson*  
Michael Sanderson,  
WSNA General Counsel

## APPENDIX A

### TRAINING AGREEMENT

Northwest Hospital & Medical Center wishes to promote professional growth and development by providing residency and specialty training for nurses. This agreement is an understanding that considers a service commitment in return for such training programs.

#### **Training Program Understanding:**

1. Commencing with the end of the residency or specialty training program, the nurse agrees to work for a period of one month for each week of training at a minimum of 0.8 FTE in the practice area for which training was provided (service commitment).
  - a. The service commitment will start from the date the nurse satisfactorily completes the training program and is counted as part of the regular staffing of the unit.
  - b. This date shall be extended to reflect any leave of absence that may occur during the time period.
2. If the nurse resigns prior to completing the training program, the nurse agrees to reimburse Northwest Hospital & Medical Center \$200.00.
3. If the nurse transfers or resigns from the designated position prior to fulfilling the service commitment, the nurse agrees to reimburse NWHMC \$100.00 for each month of service not completed.
4. Exclusions to this reimbursement agreement include discharge for cause, transfer by mutual agreement, and personal hardship. The personal hardship exception will be submitted to the Conference Committee for resolution.

Prior to entering the training program, the nurse will sign a letter confirming voluntary acceptance of the training, service and reimbursement obligations.

## APPENDIX B

### TWELVE HOUR SHIFTS

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule. All existing contractual provisions shall apply unless otherwise provided for herein.

**1. Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12-1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work.

**2. Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2x) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All time worked beyond fourteen (14) consecutive hours worked shall be paid at the rate of double time (2x). Nurses who agree to a schedule of mixed eight (8) and twelve (12) hour shifts shall receive overtime compensation pursuant to Section 7.5 of this Agreement

**3. Time Off Between Shifts.** In scheduling work assignments, the Employer will provide each nurse with at least ten (10) hours off duty between shifts, unless otherwise requested by the nurse, or pay the nurse one and one-half (1-1/2x) the nurse's regular rate for all time worked within this ten (10) hour period. This Section shall not apply to time spent on standby and callback assignments except for nurses placed on low census standby who are called back to work.

## **APPENDIX C**

### **LIGHT DUTY**

Nurses who have been injured on the job, and are returned to a light duty position based on the recommendation of a health care provider shall be paid seventy-five percent (75%) of the nurse's regular rate of pay, excluding certification pay, charge nurse pay (unless performing the duties of the position), and shift differential (unless working the second or third shift).

All hours worked shall count toward seniority and benefit accrual.

The nurse may use accrued sick leave as needed. Use of annual leave may be limited to time off approved prior to the injury and low census days.

Flex plan and all other insurance plans shall resume at the level provided prior to the injury.

# WSNA- NWH MEMORANDUM OF UNDERSTANDING

## Clinical Float Pool

### Supplemental Labor Alternative Plan

#### Incentive Pay

March 2002

All existing contractual provisions shall apply unless otherwise provided for herein.

The purpose of the Clinical Float Pool is to provide a core team of highly competent, multi-skilled clinical healthcare professionals who are prepared and available to work during times of increased workload. The float pool becomes a reliable source of supplemental labor by increasing monetary rewards in turn for greater commitment and flexibility. **This option will be evaluated on an ongoing basis for its application to organizational needs. This project will be a pilot for six (6) months. Cessation of the option may result at any time with thirty (30) days advance notice to the Association and the Registered Nurses after the six (6) month pilot.**

#### **Goals:**

To provide staffing resources for unplanned absences, increased workloads.

To supplement core staffing levels with a planned increase in inpatient census.

To aid in reduction of agency staffing to meet core and unplanned absences.

To provide a monetary incentive to the Registered Nurses that assume increased flexibility that will ensure the staffing requirements for the hospital.

To provide for well rested, qualified Registered Nurses to volunteer for additional shifts.

#### **Guidelines:**

The Clinical Float Pool will be designated as a unit for FTE purposes with specific shift allocations assigned.

Clinical Float Pool FTE staff will normally be expected to work weekends and holidays with the same frequency expected of staff on other clinical units.

Clinical Float Pool FTE staff are required to attend at least 50% of department staff meetings, and are responsible for department/hospital written and distributed communication.

Application to the float pool will be required. Current float pool staff will be “grand-fathered in” based on a commitment to **NEW** guidelines. The **NEW** guidelines consist of performing the minimal hospital clinical services competencies. Clinical Float Pool personnel must

be competent to perform independently in the following units: Medical, Surgical, Telemetry (with monitor reading managed by the charge RN), Rehab, TCU, Short Stay, Gero-Psych, Day Surgery, and Endoscopy (recovery only), CBC (post partum only).

For FTE Clinical Float Pool Registered Nurses – a hospital skills review assessment for specialized units/services must be signed-off by manager/CNS. The hospital will provide training to ensure competencies are met. All RN's currently assigned to the float pool must have competency assessment on file, or complete competencies within the next twelve (12) months.

Staff that work in other units and make themselves available to the Clinical Float Pool above their FTE must meet competency requirements prior to float assignment. The hospital will provide orientation and training to ensure that competencies are met.

If the hospital has a need for increased staff flexibility provided by the Clinical Float Pool, it may be necessary to provide formal cross training to interested personnel who are seeking application to the Float Pool Unit. The incentive (premium) pay will not be paid while staff are orienting to a new unit, the nurse will receive their regular rate of pay during orientation.

Clinical Float Pool FTE personnel will be paid at the negotiated hourly rate plus a flat fee premium of: \$5.00/hour added to their regular rate of pay.

Staff that work in another unit and make themselves available to the Clinical Float Pool will be paid at the negotiated hourly rate plus a flat fee premium of \$5.00/hour.

The premium applies above any and all other premiums, 1½ x, and 2x rate of pay.

All RN's are eligible for additional work under this incentive plan provided they have at least one (1) year of hospital experience. Openings will be given to full and part time nurses based on a first come, first serve basis. If all holes are filled the hospital will maintain a waiting list for unexpected openings if the nurse chooses to be placed on the list.

All other contract provisions apply including low census.

The hospital will maintain a preference list for the nurses who agree to be part of the float pool. This preference list will contain the units, in order of priority that the nurse wishes to float to. There is no guarantee that the nurse will be floated to their priority unit, but if work is available on that unit they will be sent to that unit. (Example: if an ICU nurse signs up and there is a need in ICU, the nurse will be floated to ICU).

The Clinical Float Pool monetary incentive plan will be evaluated initially for three schedules. After the initial three (3) month review the hospital and Association will meet to negotiate over any changes that may be needed to the program. Criteria for continuing the program will be based on financial viability, elimination/decrease of agency use, staff availability to the program, staff satisfaction. The hospital will discuss the outcomes referenced above as well as any training needs that were identified in the initial 3-month period. This will be a pilot project for 6 months.

**The premium will be paid only when staff are assigned to the Clinical Float Pool or when other staff assigned to the designated unit make themselves available for extra shifts through the Clinical Float Pool.**

**Utilization of scheduled staff when floating from one unit to another because of low census will not be paid the incentive premium.**

The hospital and the Association will meet to determine the continuation of the program based on data and outcomes identified.

For the Hospital:

---

Signature

---

Date

For the Association:

---

Michael Sanderson, General Counsel, WSNA

---

Date

WSNA- NWH MEMORANDUM OF UNDERSTANDING

Open Shifts

July 2010

Nurses will be notified of open shifts prior to the posting of work schedules. Part-time nurses will be given the opportunity to sign up for open shifts before reserve nurses are scheduled, provided the nurse has the requisite skills and abilities, and provided further that the nurse is available to work the full shift without incurring overtime. The Hospital will provide an electronic means for nurses to sign up to volunteer for low census.

It is the goal of the Hospital and WSNA for the Hospital to implement a website-based process for the purposes of signing up for open shifts and for volunteering for low census. To this end, the Conference Committee will set as an agenda item for a Conference Committee subcommittee the issue of the timeframe for the implementation of a website-based process and the immediate implementation of an interim process. The Conference Committee subcommittee shall consist of representatives of WSNA and representatives of the Hospital and shall meet within thirty (30) days of the date of ratification of the Agreement.

For the Hospital:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the Association:

\_\_\_\_\_  
Michael Sanderson, General Counsel, WSNA

\_\_\_\_\_  
Date