

COLLECTIVE BARGAINING AGREEMENT

By and Between

OCEAN BEACH HOSPITAL

and

**WASHINGTON STATE NURSES
ASSOCIATION**

April 1, 2010 to March 31, 2013

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PREAMBLE

The parties to this Agreement are Public Hospital District No. 3 of Pacific County, d/b/a Ocean Beach Hospital, hereinafter referred to as the "Hospital", and the Washington State Nurses Association, hereinafter referred to as the "Association".

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Association as the representative for all registered staff nurses and resident nurses employed by the Hospital, excluding supervisors and all other employees.

ARTICLE 2 - MANAGEMENT RESPONSIBILITIES

2.1 Acknowledgment. This Agreement acknowledges that the Hospital has a trusted obligation to provide certain medical and treatment services and related health care within the community. Additionally, the Hospital strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services, which could lead to unnecessary and additional expense to patients.

2.2 Managerial Responsibilities. In order to carry out this trusted obligation, the Hospital reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote and demote, suspend, dismiss, assign and reassign, supervise, and discipline nurses; to determine hours of employment; to transfer nurses within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition, and qualifications of the work force; to establish, change, modify, and abolish its policies, practices, rules, and regulations; to determine, modify, and change methods and means by which the Hospital operations are to be carried on; to determine the appropriate duties of nurses in meeting those needs and requirements; and to do those things necessary to carry out all ordinary functions of management, except as these matters are specifically referred to in this Agreement.

ARTICLE 3 - MEMBERSHIP/DUES DEDUCTION

3.1 Membership. All nurses working under this Agreement on its effective date, who are then members of the Association during their employment by the Hospital, shall remain members in good standing for the life of this Agreement. Except as set forth in Section 3.1.1 of this Agreement, all nurses hired on or after the effective date of this Agreement may not be required to join the Association as a condition of employment, but within thirty-one (31) days from the effective date of this Agreement or the date of hire shall pay to the Association an amount of money equivalent to regular Association dues as Agency fees. Nurses who fail to comply with this requirement shall be discharged from the Hospital on the thirtieth (30th) day after receipt of written notice to the Hospital from the Association, unless the nurse fulfills the obligation set forth in this Section within that thirty (30) day period. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of fees and dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit.

3.1.1 Pursuant to Chapter 41.56.122, RCW, any nurse who chooses not to join the Association or pay an agency fee based on a bona fide religious objection, shall, as a condition of employment, pay an amount of money equivalent to regular Association dues and initiation fees to either the Washington State Nursing Foundation or the Make A Wish Foundation or the Ocean Beach

School District Foundation. The nurse shall furnish written proof that such payment has been made.

3.1.2 All nurses who are not now members shall be given a form, as set out in Appendix A, upon the effective date of this Agreement designating how they desire to pay their Association dues. New nurses will be given the form when hired. A copy of the form will be sent to the Association after thirty (30) calendar days after the effective date of this Agreement, or after thirty (30) calendar days of employment, whichever is applicable.

3.2 Dues Deduction. The Hospital shall deduct Association dues from the pay of each nurse who is a member of the Association and remit those dues to the Association. A copy of the authorization form to be used by nurses is set forth as Appendix "A" to this Agreement.

3.3 Notification of New Hires. When a nurse subject to this Agreement is hired, the Employer will notify the Association in writing within seven (7) working days after the first payroll period of the employee's name, position, and the date of hire.

3.4 Hold Harmless. The Association and each nurse authorizing the assignment of wages for the payment of Association dues or fees hereby undertake to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse. The Hospital shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Hospital shall have no obligation or responsibility for calculating or computing the amount to be deducted.

ARTICLE 4 - REPRESENTATION

4.1 Association Visiting Rights. Authorized agents of the Association shall have access to the Hospital premises during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that such access does not interfere with patient care.

4.2 Association Representative. The Association shall have the right to select a local unit chairperson from among the nurses in the unit. The local unit chairperson shall not be recognized by the Hospital until the Association has given written notice of the selection. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Association business shall be conducted only during non-working time and shall not interfere with the work of other employees.

4.3 Distribution of Agreement. The Hospital will give a copy of this Agreement to all newly hired nurses during orientation, along with a payroll deduction/membership form and return envelope. The Association shall distribute a copy of the Agreement to each nurse presently employed at the Hospital.

4.4 Bargaining Unit Roster. Twice a year (the months of January and July) the Hospital agrees to provide to the Association either by email or a computer disk, a list of those nurses covered by this Agreement, and if possible this list will be provided in an excel format. This list will contain each nurse's name, home address, telephone number, Hospital nurse identification number or last four digits of the nurse's social security number, rate of pay, FTE status and employment date. The Hospital shall furnish on a monthly basis a list of new hires, containing the same information of terminated nurses, and of transfers in and out of the bargaining unit. The Hospital shall also furnish to the Association a seniority list of nurses covered by this Agreement once every six (6) months.

4.5 Bulletin Board. The Hospital will designate bulletin board space for the use of the Association in the nurses' lounge. All material posted on such board space must be initialed by an Association Local Unit Officer.

ARTICLE 5 – DEFINITIONS

5.1 Precepted Registered Nurse: A registered nurse whose clinical experience after graduation is less than nine (9) months or a registered nurse who is returning to practice with no current clinical training or experience. Such a registered nurse shall be assigned as a team member under close and direct supervision of a more experienced registered nurse who shall function as a preceptor. The registered nurse will work the same schedule as the preceptor nurse and shall be responsible for the direct care of a limited number of patients. Close and direct supervision shall be defined as working in conjunction with other registered nurses. Registered nurses who are under close and direct supervision shall not be assigned as a team leader without another registered nurse in the unit. A precepted registered nurse, who is expected to function continuously without close and direct supervision, and who is performing the same level of responsibilities as a staff nurse, shall be compensated as a staff nurse. Competency Assessment will be reviewed by the Chief Nursing Officer and/or Nurse Manager. Upon the completion of the probationary period, if at that time, direct supervision of a more experienced nurse is required, the designation " Precepted Nurse" will continue. The probationary period will continue. The registered nurse will be reevaluated on a quarterly basis for competency. This evaluation may be extended up to a total of nine (9) months for a full-time nurse and up to a twelve (12) month period for a half-time or part-time nurse. A preceptor shall not be assigned to work with more than two precepting nurses.

5.1.1 Preceptor. A preceptor is an experienced nurse in a hospital setting who is assigned to assist with the new skill development of a newly hired registered nurse or a nurse whose clinical experience after graduation is less than nine (9) months or a nurse who is returning to practice with no current hospital training or experience. Preceptors will be selected based on clinical skills, communication skills and teaching skills. Nurses designated as preceptors shall have their additional preceptor responsibilities considered in their regular patient care assignments. In the event the Chief Nursing Officer or Nurse Manager cannot find a suitable volunteer, the Chief Nursing Officer or Nurse Manager may assign a qualified nurse as a preceptor.

5.2 Nurse. A registered nurse employed by the Hospital who is responsible for the direct and/or indirect nursing care of the patient.

5.3 Charge Nurse. A registered nurse who is assigned responsibility for a unit for one (1) or more hours. Designated charge nurse positions and designated relief charge nurse positions will be posted in accordance with Section 8.8 . Nothing herein, however, shall prevent the Nurse Manager from assigning relief charge nurse positions as needed to assure that shifts are covered appropriately.

5.4 Full-time Nurse. A nurse who works on a regularly scheduled basis at least thirty-six (36) hours per week or seventy-two (72) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.5 Half-time Nurse. A nurse who on a regularly scheduled basis works twenty (20) or more hours per week, but less than thirty six (36) hours per week and has completed the required probationary period. A half-time nurse shall receive benefits on a pro rata basis as specifically set forth in this Agreement in proportion to hours worked.

5.6 Part-time Nurse. A nurse who is regularly scheduled to work less than twenty (20) hours per week. A part-time nurse shall receive benefits on a pro rata basis as specifically set forth in this Agreement in proportion to hours worked.

5.7 Per Diem Nurse. A registered nurse who works on an "as needed" basis. A Per Diem nurse shall receive fourteen percent (14%) wage differential above the nurse's current straight time rate of pay in lieu of all benefits. A per diem nurse shall receive a shift differential when assigned to work the evening or night shift. Per Diem nurses will be scheduled after full-time, half-time, and part-time nurses are scheduled.

5.8 Temporary Position. A position that is associated with a specific need or situation strictly temporary in nature. In all cases, the position shall be for no more than six (6) months in duration. When a temporary position arises within the bargaining unit, the Hospital will post the temporary position. The posting will include the expected starting and ending time for the position. The Hospital will first give the opportunity to current half-time and part-time nurses to increase their FTE. Such assignment will be by seniority provided, skills and abilities are considered equal. If, after applying these procedures, hours remain available, the hours may be filled by Per Diem nurses on a month to month basis. In the event that a temporary position lasts more than six consecutive calendar months the position will be posted according to the procedures specified in Article 8.8.

5.9 Compensated Hours. For purposes of this Agreement and method of computing wage increments, benefits, and conditions of employment herein, a year shall be defined as 1872 hours compensated or anniversary date, whichever is later. Compensated hours are defined as PTO, holiday, paid leave of absence, premium pay, low census hours and time worked exclusive of standby hours paid and overtime hours paid.

5.10 Straight Time Rate of Pay. Straight time rate of pay shall be defined as the hourly rate on the applicable wage step in Article 10 Wage Compensation without the inclusion of any premium, overtime or shift differential.

5.11 Regular Rate of Pay. Regular rate of pay shall be defined as the straight time rate of pay plus any premium pay as defined in Article 11.

ARTICLE 6 - NONDISCRIMINATION

6.1 Policy. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, religion, national origin, association membership, age (over 40 years old), sex, sexual orientation, marital status, physical, mental or sensory disability, or the use of a dog guide or service animal by a person with a disability, or veteran or military status, except where such characteristics are a bona fide occupational qualification.

6.2 Gender References. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

6.3 In the event the Americans with Disabilities Act (ADA) and its amendments, as currently enacted or hereafter amended, conflicts with the provisions of this Agreement, the ADA and its amendments shall control. Where possible, the Association shall be notified of any perceived conflict and upon request, the Hospital shall meet with the Association to discuss the conflict.

ARTICLE 7 - EMPLOYMENT PRACTICES

7.1 ACLS Certification. All nurses shall be required to receive and maintain a valid Advanced Cardiac Life Support (ACLS) certification. The Hospital will pay for the required ACLS course. New nurses must make a good faith effort to become ACLS certified within six (6) months of their hire date. New nurses who fail to become certified within twelve (12) months of date of hire may be discharged, unless the Hospital does not make the course available within the twelve month period. Nurses already employed, but not yet certified on the effective date of this Agreement, shall take the ACLS course within one (1) year. Nurses not certified shall be required to retake the course. First and second attempts may be funded through continuing nursing education monies. Subsequent attempts shall be funded by the nurse.

7.2 Probationary Period. A nurse shall be in probationary period status until he/she has successfully completed 520 hours of continuous employment, and shall not be eligible for health care benefits until the nurse has successfully completed his/her probationary period. After satisfactory completion of the probationary period, the nurse shall be designated as a full time, half time, Per Diem or part-time nurse. The Hospital retains the right to terminate a nurse during probationary period without notice and with or without cause. Such nurse shall not have recourse to the grievance procedure with respect to continued employment. During the probationary period the nurse is not required to give 14 days notice of intent to terminate.

7.3 Nurse-Notice. Full-time nurses shall be given thirty (30) days' written notice of intended resignation where practical, but in all cases shall be required to give at least fourteen (14) days' written notice. Failure to give notice shall result in loss of any and all termination benefits as defined in Section 12.7.

7.4 Discipline and Discharge. No full-time, half-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). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge.

7.4.1 A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging its receipt.

7.4.2 A nurse may request the attendance of an Association representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. Management will not be required to delay investigation or discipline as a result of this section, providing that management gives the nurse sufficient notice to allow the nurse to arrange for an Association representative to be at the meeting.

7.5 Accompaniment of a Patient. A nurse who, in the course of his/her employment is required to accompany a patient traveling by emergency vehicle, shall be considered to be in the employ of the Hospital, and shall be provided with return transportation at the expense of the Hospital.

7.6 Orientation Objectives. As a general practice, new nurses shall be assigned under close supervision of a more experienced nurse until the basic checklist for that area has been completed. For the purposes of this Section, an "area" shall be defined as one of the following clinical areas of the Hospital: Cardiac Rehab, ED, Surgery, PACU, Med/Surg, and Chemotherapy. The Hospital agrees to call a meeting of the Professional Practices/Conference Committee to discuss any intended additions or modifications to the clinical areas as defined prior to making any such change.

7.7 Inservice Education. The function of Inservice education shall be (a) to promote the safe and intelligent care of the patient, (b) to develop staff potential, (c) to review current nursing care trends, and (d) to educate nursing personnel regarding equipment used in the Hospital setting. The Hospital will schedule Inservices at least quarterly. Inservice schedules will be posted on the Education Board two (2) weeks in advance whenever possible.

7.8 Work Schedules. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. The Hospital shall determine and post monthly work schedules ten (10) days immediately preceding the date on which the schedule is effective. Posted work schedules may be amended only after mutual agreement with the nurse(s) involved. The Hospital shall make a good faith effort to maintain a consistency in nurses' regularly scheduled days off.

7.9 Performance Evaluations. Written performance evaluations shall normally be prepared within ninety (90) days of the date of hire and annually thereafter. Such performance evaluations shall be done by the Nurse Managers and a copy furnished the nurse at the time of the evaluation. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation and such objection shall be retained by the Hospital with the evaluation.

7.10 Personnel Files. A nurse shall have access to his or her personnel file, in the presence of the Human Resources Director, or his/her designee. Conditions of hiring, termination, change of status, pay, shift, and leaves of absence shall be in writing with a copy given to the nurse upon request. Copies of the personnel file shall be made upon written request.

7.10.1 Written disciplinary notices shall cease to be in effect after twenty-four (24) months if there have been no further disciplinary occurrences during that twenty-four (24) month period with the following exceptions which include reportable incidences such as: (1) written disciplinary notices relating to violations of the Hospital 's non-discrimination polices, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) violation of Hospital confidentiality, rules and procedures, (4) theft or falsifying records, substance abuse, insubordination, or matters involving gross misconduct. These written disciplinary notices shall remain in effect for a maximum of three (3) years.

ARTICLE 8 - SENIORITY

8.1 Seniority shall mean an employee's continuous length of service based upon compensated hours exclusive of overtime and standby pay from most recent date of hire. Seniority benefits shall not apply to a nurse until he or she has successfully completed the required probationary period of five hundred twenty (520) hours. Nurses shall be notified in writing when they have completed their probationary period. Upon successful completion of the probationary period, the employee shall be credited with seniority from his/her most recent date of hire as a registered nurse in the bargaining unit. Length of service as a nurse of the Hospital, based upon compensated hours from most recent date of hire with the Hospital, shall be used to determine PTO and holiday benefits.

8.2 Seniority shall be broken by the following:

- a. resignation;
- b. discharge;
- c. promotion out of the bargaining unit;
- d. retirement;
- e. layoff of more than twelve (12) months;

- f. failure to return in accordance with a leave of absence or recall from reduction in force; or
- g. illness or injury of more than six (6) months' duration.

8.3 Layoffs. When it becomes necessary for the Hospital to reduce its work force for an extended period the Hospital shall give twenty (20) calendar days' notice or pay in lieu thereof. At the request of the Association, the Association and the Hospital will meet five (5) days from the notice of layoff to review seniority and compliance with the Agreement. Notice of layoff need not be given to probationary or Per Diem nurses. Traveler and agency nurses shall be released before the Hospital implements a layoff.

8.3.1 Layoffs shall be governed by length of service in the bargaining unit together with skill and ability in a specific area as determined by the Nurse Manager or designee. Where skill and ability are equal, as determined by the Chief Nursing Officer, length of service shall prevail.

8.3.2 When skills and ability to perform the required job are equal, as determined under Article 8.3.1, the following order of layoff shall be followed by the Hospital :

- a. Per Diem nurses;
- b. probationary nurses; and then
- c. regularly scheduled nurses by length of service.

8.3.3 The Hospital and the Association shall meet and attempt to resolve issues regarding return from layoff, including reasonable length of orientation for nurses returning from layoff status.

8.3.4 Any involuntary reduction in a nurse's FTE status shall be treated the same as a layoff.

8.4 Roster. A seniority roster based on compensated hours, as defined in Section 5.9, shall be posted quarterly in the months of January, April, July and October.

8.5 Upon reduction in force, nurses will be placed on a reinstatement roster for period of twelve (12) months from the date of the commencement of the reduction in force. Such nurses shall not accrue seniority or benefits while on reduction-in-force status but shall retain seniority and accrued unused benefits to the date of the commencement of the reduction in force.

8.6 Recall. When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction in force, providing skill, competency, and ability are considered equal as determined by the Nurse Managers. Upon such reinstatement, the nurse shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. This section shall not apply to per diem or probationary nurses. Any recall of nurses out of seniority will be communicated to the local unit chairperson. Nurses shall be restored to their previous FTE status prior to hiring any new nurses into the bargaining unit.

8.7 It is the nurse's responsibility to keep the Hospital informed as to current address and telephone number. The Hospital will forward notice of recall by certified mail to the last known address of the nurse as reflected by the Hospital's records. The nurse must notify the Hospital of his/her intent to return to work on the date specified for recall within seven (7) calendar days of delivery or attempted delivery of the notice of recall and must thereafter return to work. The date of return to work will be no sooner than fourteen (14) calendar days after the nurse has notified the Hospital of his/her intent to work unless mutually agreed otherwise.

8.8 Job Posting. Notices of vacant bargaining unit positions shall be posted in at least the employee lounge for a period of seven (7) calendar days and indicate the title, shift, FTE, area and date of posting. To be considered for the position, the nurse must indicate such interest to the Nurse Manager in writing. Consideration will be given to present qualified nurses based on skills, abilities, and qualifications. Where qualifications are considered substantially equivalent, seniority will be used in the selection between presently employed nurses for a posted position. Nurses not selected will be informed as to the reasons upon request.

8.9 Low Census. Low census shall be defined as a temporary reduction of work hours to accommodate a period of low patient census. The Hospital may rotate low census days twice (2x) in a calendar month. If low census occurs, the Hospital will seek volunteers from the bargaining unit. Provided skill, competence, and ability considered equal, agency, Per Diem, probationary and voluntary sign-up nurses will be low censused before fulltime, half-time, or part-time nurses. If it becomes necessary to low census full-time, half-time, or part-time nurses, low census days will be applied on a rotating, seniority basis providing skill, competency, and ability are considered equal in the opinion of the Nurse Manager or designee. Should low census require a reduction in hours in addition to the two times (2x) rotation in a calendar month, such additional low census hours shall not be rotated but shall be applied on seniority basis during such calendar month. Low census hours taken shall be considered compensated hours for the purpose of accrual of all contractual benefits.

8.10 Promotion Out of the Bargaining Unit. A nurse who is promoted out of the bargaining unit accrues seniority to the effective date the nurse is removed from the bargaining unit. Should the nurse be returned to the bargaining unit, the nurse would be reinstated in the seniority roster commensurate with the date the nurse was removed from the bargaining unit and would then accrue bargaining unit seniority from that date.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.1 Work Period. The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period.

9.1.1 Twelve (12) Hour Shift. A twelve (12) hour shift schedule may be scheduled by the Hospital to 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. Prior to the Hospital eliminating a twelve (12) hour schedule, the Hospital will give thirty (30) days' advance notice and upon request, the Hospital will meet with the Conference Committee.

9.2 Work Day. The basic work day shall be eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours, or twelve (12) hours work to be completed in 12 and one-half (12-1/2) consecutive hours, depending on the respective unit's shifts.

9.3 Innovative Work Schedules. An innovative alternative work schedule is defined as a work schedule that requires a change, modification or waiver of any provision of this Agreement. Written innovative alternative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative alternative work schedule, the Hospital and the Association will review and determine conditions of employment relating to that work schedule. Where innovative alternative work schedules are utilized, the Hospital retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after thirty (30) calendar days' advance notice to the nurse.

9.4 Overtime. All work in excess of the basic workday or work period, when properly authorized, shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift. When a nurse works in excess of the basic workday, the first four (4) hours shall be paid at time and one-half (1 1/2) and the remaining hours at double time (2x). Where the nurse's scheduled shift and the overtime shift overlap the period of overlap shall be paid at the nurse's regular rate.

9.4.1 Twelve (12) Hour Shifts. Nurses working a twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) 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) per week. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).

9.5 The Hospital and the nurses agree that overtime should be discouraged whenever possible.

9.6 Meal and Rest Periods. Nurses will be allowed a fifteen (15) minute rest period in each four (4) hour period worked. A nurse shall receive an unpaid meal period of one-half (1/2) hour. If a nurse is required by the Hospital to remain on duty during his or her meal period, it shall be counted as time worked.

9.7 Shift Rotation. It is not the intent of the Hospital to schedule nurses to rotate shifts on a regularly scheduled basis except by mutual agreement between the Hospital and the nurse.

9.8 Time and Attendance System. Nurses shall be paid every other Friday. No draws between paydays will be allowed. All newly hired nurses and current nurses who have elected to use direct deposit shall have payment of wages through direct deposit into the financial institution authorized in writing by the nurse. Nothing in this section shall require any nurse to have an account in any particular financial institution or type of financial institution. Paycheck deposits and paycheck deductions shall be made by 9:00 a.m. on the respective payday. All nurses are required, in accordance with Hospital policy, to use the Hospital's Automated Time and Attendance System.

If a correction is required for a time card, the payroll department will make a copy of the correction and give the copy to the nurse with the nurse's paycheck. The Nurse Manager or designee will then be available to explain the correction should the nurse have any questions.

ARTICLE 10 – COMPENSATION

10.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage scales.

10.1.1 Hospital Nurse Wage Scale

| | 4/1/2010 - 9/30/2010 | 10/1/2010 - 3/31/2011 | 4/1/2011 - 9/30/2011 | 10/1/2011 - 3/31/2012 | 4/1/2012 - 9/30/2012 | 10/1/2012 - 3/31/2013 |
|-----------------|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------|--------------------------|
| HOSPITAL | | | | | | |
| STEP | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| Base | 26.11 | 26.57 | 27.03 | 27.50 | 27.99 | 28.47 |
| 1 | 27.12 | 27.59 | 28.07 | 28.57 | 29.06 | 29.57 |
| 2 | 28.13 | 28.63 | 29.13 | 29.64 | 30.16 | 30.68 |
| 3 | 29.18 | 29.69 | 30.21 | 30.74 | 31.28 | 31.83 |
| 4 | 30.17 | 30.70 | 31.23 | 31.78 | 32.34 | 32.90 |

| | | | | | | |
|----|-------|-------|-------|-------|-------|-------|
| 5 | 31.14 | 31.68 | 32.23 | 32.80 | 33.37 | 33.96 |
| 6 | 32.23 | 32.80 | 33.37 | 33.96 | 34.55 | 35.16 |
| 7 | 33.14 | 33.72 | 34.31 | 34.91 | 35.52 | 36.14 |
| 8 | 34.11 | 34.70 | 35.31 | 35.93 | 36.56 | 37.20 |
| 9 | 34.92 | 35.53 | 36.15 | 36.79 | 37.43 | 38.08 |
| 10 | 35.35 | 35.97 | 36.60 | 37.24 | 37.89 | 38.55 |
| 11 | 35.74 | 36.37 | 37.01 | 37.65 | 38.31 | 38.98 |
| 12 | 36.16 | 36.79 | 37.44 | 38.09 | 38.76 | 39.44 |
| 13 | 36.57 | 37.21 | 37.86 | 38.52 | 39.20 | 39.88 |
| 14 | 37.00 | 37.64 | 38.30 | 38.97 | 39.65 | 40.35 |
| 15 | 37.41 | 38.07 | 38.73 | 39.41 | 40.10 | 40.80 |
| 16 | 37.84 | 38.50 | 39.18 | 39.86 | 40.56 | 41.27 |
| 17 | 38.28 | 38.95 | 39.63 | 40.32 | 41.03 | 41.75 |
| 18 | 38.74 | 39.41 | 40.10 | 40.81 | 41.52 | 42.25 |
| 19 | 39.16 | 39.85 | 40.55 | 41.26 | 41.98 | 42.71 |
| 20 | 39.61 | 40.30 | 41.01 | 41.73 | 42.46 | 43.20 |
| 21 | 40.07 | 40.77 | 41.48 | 42.21 | 42.95 | 43.70 |
| 22 | 40.53 | 41.24 | 41.96 | 42.69 | 43.44 | 44.20 |
| 23 | 41.01 | 41.72 | 42.45 | 43.20 | 43.95 | 44.72 |
| 24 | 41.47 | 42.20 | 42.94 | 43.69 | 44.45 | 45.23 |
| 25 | 41.95 | 42.69 | 43.43 | 44.19 | 44.97 | 45.75 |

10.1.2 Clinic Nurse Wage Scale

| STEP | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
|------|--------------|--------------|--------------|--------------|--------------|--------------|
| Base | 22.98 | 23.38 | 23.79 | 24.20 | 24.63 | 25.06 |
| 1 | 23.86 | 24.28 | 24.70 | 25.14 | 25.57 | 26.02 |
| 2 | 24.76 | 25.19 | 25.63 | 26.08 | 26.53 | 27.00 |
| 3 | 25.67 | 26.12 | 26.58 | 27.04 | 27.52 | 28.00 |
| 4 | 26.55 | 27.01 | 27.48 | 27.96 | 28.45 | 28.95 |
| 5 | 27.39 | 27.87 | 28.36 | 28.85 | 29.36 | 29.87 |
| 6 | 28.37 | 28.86 | 29.37 | 29.88 | 30.41 | 30.94 |
| 7 | 29.15 | 29.66 | 30.18 | 30.71 | 31.25 | 31.79 |
| 8 | 30.01 | 30.53 | 31.07 | 31.61 | 32.16 | 32.73 |
| 9 | 30.73 | 31.27 | 31.81 | 32.37 | 32.94 | 33.51 |
| 10 | 31.10 | 31.65 | 32.20 | 32.77 | 33.34 | 33.92 |
| 11 | 31.46 | 32.01 | 32.57 | 33.14 | 33.72 | 34.31 |
| 12 | 31.82 | 32.37 | 32.94 | 33.52 | 34.10 | 34.70 |
| 13 | 32.18 | 32.75 | 33.32 | 33.90 | 34.50 | 35.10 |
| 14 | 32.56 | 33.13 | 33.71 | 34.30 | 34.90 | 35.51 |
| 15 | 32.93 | 33.50 | 34.09 | 34.69 | 35.29 | 35.91 |
| 16 | 33.29 | 33.88 | 34.47 | 35.07 | 35.68 | 36.31 |

10.1.3 All nurses hired to work at a Hospital clinic since ratification of the 2008-2010 Agreement will be paid in accordance with the Clinic Nurse wage scale.

10.1.4 Hospital employees, other than nurses covered in Section 8.10, who become part of the bargaining unit, will be placed at the first step of the wage scale, or the step of the wage scale which is no less than the employee's current rate of pay, whichever is greater.

10.2 All step increases shall become effective the beginning of the pay period following the pay period after the nurse has worked a full year or 1,872 hours, whichever comes later, earned PTO, holidays, and low census hours shall be included. No employee may receive a step increase more than once every twelve (12) months.

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

10.4 Recognition for Experience. At the time of employment by the Hospital, a nurse shall receive recognition for previous experience if they have had continuous recent nursing experience in a hospital accredited by the state or Joint Commission. Clinic position recognition will be dependent on continuous clinic experience. It shall remain the prerogative of the Hospital to establish which step in the appropriate wage scale to place newly hired nurses in all other circumstances.

- a. Nurses with one (1) to three (3) years of continuous recent experience in nursing shall be hired in at the first (1st) step above the base nurse hourly rate.
- b. Nurses with four (4) to six (6) years of continuous recent experience in nursing shall be hired in at the third (3rd) step above the base nurse hourly rate.
- c. Nurses with seven (7) to nine (9) years of continuous recent experience in nursing shall be hired in at the fourth (4th) step above the base nurse hourly rate.
- d. Nurses with ten or more (10+) years of continuous recent experience in nursing shall be hired in at the sixth (6th) step above the base nurse hourly rate.

10.4.1 When placed on the wage scale for purposes of this section, continuous recent experience as a registered nurse shall be defined as clinical nursing experience in a licensed hospital without break in nursing experience of more than one (1) year. It is agreed that nurse experience shall be reviewed and evaluated by each individual nurse and the Nurse Manager.

10.5 Nurses shall be notified in writing of wage rate adjustments.

ARTICLE 11 - PREMIUM PAY

11.1 Shift Differential. Nurses working the evening shift (3 p.m. to 11 p.m.) shall be paid one dollar and fifty cents (\$1.50) per hour over the nurse's straight time hourly rate of pay. Nurses working the night shift (11 p.m. to 7 a.m.) shall be paid three dollars (\$3.50) per hour over the nurse's straight time hourly rate of pay.

11.1.1 Twelve (12) Hour Shifts. Nurses working twelve (12) hour night shifts shall receive a night shift differential for the full shift of three dollars and fifty cents (\$3.50) per hour.

11.2 Charge Nurse. Any nurse who is assigned to perform the duties of a charge nurse shall be paid a premium due to increased responsibility, of three dollars (\$3.00) per hour over the nurse's straight-time rate of pay.

11.3 Stand-by and Call-back from Stand-by. Nurses placed on standby shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour for such time of standby. The standby list will include identification of open slots. Two nurses may sign up for on call for an open slot. In the surgery department standby will be scheduled. Call-back from standby shall be compensated at the rate of two

times the nurse's straight time rate of pay plus any applicable premium pay and shift differential for a minimum of two (2) hours. Nurses on standby will be provided pagers.

11.4 Report Pay. Nurses who report for work as scheduled and who are sent home because of low patient census shall be given four (4) hours' pay if they are sent home prior to working four hours. This provision shall also apply if the nurse is notified less than two (2) hours before the beginning of the shift to stay home. If a nurse does not have a phone or does not answer the phone, (or has not prearranged some other means of notification) this section shall not apply.

11.5 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars per hour and three dollars and twenty-five cents (\$3.25) premium pay for each hour worked on the weekend in addition to the nurse's straight-time rate of pay. For twelve-hour night shifts the weekend shall be defined as beginning with the Friday twelve-hour night shift through the end of the Saturday twelve-hour night shift. For twelve-hour day shifts the weekend shall be defined as beginning with the Saturday twelve-hour day shift through the end of the Sunday twelve-hour day shift. For eight-hour shifts the weekend shall be defined as beginning with the Friday eight-hour (third) shift through the end for the Sunday eight-hour evening (second) shift.

11.6 Successive Weekends. The Hospital will make a good faith effort to schedule all full-time, half-time, and part-time nurses for every other weekend off. If a nurse is required to work on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. The third successive weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. For twelve-hour night shifts the weekend shall be defined as beginning with the Friday twelve-hour night shift through the end of the Saturday twelve-hour night shift. For twelve-hour day shifts the weekend shall be defined as beginning with the Saturday twelve-hour day shift through the end of the Sunday twelve-hour day shift. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for premium and/or overtime pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty.

11.7 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse with an unbroken rest period of ten (10) hours between shifts, unless the nurse voluntarily agrees to work less than ten (10) hours between shifts. In the event the nurse is required to work with less than ten (10) hours off duty between shifts, all subsequent time worked without such rest shall be paid at time and one-half (1 1/2) the nurse's regular rate of pay continuing until the nurse receives ten (10) hours of rest. This section shall not apply to nurses on standby or to report pay under Sections 11.3 and 11.4 provided the nurse will not be released from duty to avoid paying the rest between shift premium.

11.8 Certification Premiums. Nurses who have the following certifications shall receive a premium of \$1.00/hour if they use it in their practice. A nurse shall be eligible to receive only one certification premium at any given time. The nurse must document, to the Hospital's satisfaction, certification achievement and maintenance. Certification List: CEN; CCRN; CDE; CNOR; Cardiac Rehabilitation, Med/Surg, PACU, Oncology, Rural Nursing; and Chemotherapy/Biotherapy. The Chief Nursing Officer shall have the discretion to add certifications to the certification list in order to encourage nurses to pursue their competencies.

11.9 Pharmacy Premium. If a nurse is authorized by either the pharmacist or nursing administration to perform pharmacy order entry, except for standing orders, during any part of the nurse's shift, the nurse shall receive a premium of one dollar and fifty (\$1.50) cents per hour for the entire shift.

11.10 Chemotherapy Premium. Nurses who have a current and valid chemotherapy/biotherapy certification and are assigned by the Hospital to mix, hang, or infuse chemotherapy medications shall receive a \$1.00 per hour premium for the actual hours worked performing such duties. Nurses will be entitled to a one hour minimum for performing such duties.

11.11 Preceptor Pay. A registered nurse who is assigned to serve as a preceptor will receive a premium of \$1.00 per hour over their straight hourly rate while performing that role.

11.12 BSN/MSN Premiums. A registered nurse who has either a BSN or MSN shall receive a \$1.00 per hour premium over their straight time rate of pay.

11.13 Extra shift Pay.

1. Extra shift pay will be compensated at the rate of two (2x) times the nurses straight rate of pay, plus any applicable premium pay and shift differentials for a minimum of two (2) hours.
2. Nurses must work 36 hours in a workweek to be eligible for prescheduled extra shift premium. This does not include per diem nurses.
3. Signing up for an extra shift is a commitment on the part of the nurse and he/she is expected to honor that commitment. Removing yourself from a prescheduled extra shift without authorization is the same as a no-show and will be handled the same. To change any prescheduled shifts requires a PAF and must be preapproved by the Clinical Nurse Manager or Chief Nursing Officer.
4. After the schedule is completed and the scheduler has identified the “hole,” nurses working less than .9 FTE will be contacted by seniority, allowing them to work the additional hours at straight rate of pay plus applicable premiums and shift differential.
5. Registered Nurses who are granted vacation and wish to pick up an extra shift may do so only after all other nurses have had an opportunity to sign-up for the extra shift.
6. The registered nurses who are working an extra shift may be notified 2 hours prior to the beginning of the shift if they will not be needed.
7. Registered nurses who report for work who are working an extra shift will be paid a minimum of two (2) hours.

ARTICLE TWELVE – PAID TIME OFF

12.1 Paid Time Off Program. The Paid Time Off (PTO) program provides eligible full-time, half-time and part-time nurses with paid time off for holidays, vacation time, personal time and periods of illness, injury, or treatment for nurses and their families. The purpose of PTO is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse’s personal needs or desires. Full-time, half-time and part-time nurses begin accruing PTO on the first day of work, based upon compensated hours not to exceed 1,872 in an anniversary year and in accordance with the following schedule:

| Upon Completion of: | Annual Hours | Accrual Per Hour |
|---------------------|--------------|------------------|
|---------------------|--------------|------------------|

| | | |
|---------------|-----|--------|
| 1 – 3 years | 200 | .10684 |
| 4 – 7 years | 240 | .12821 |
| 8 – 10 years | 256 | .13675 |
| 11 – 13 years | 280 | .14957 |
| 14 – 15 years | 304 | .16239 |
| 16 + | 320 | .17094 |

12.2 Scheduled PTO. PTO used for this purpose will be paid out at the straight-time hourly rate of pay plus any shift differential that would have been applicable during the time of the leave had the nurse been at work during that time. Weekend premium, certification premium and charge nurse premium will be paid in addition to the straight time rate of pay.

12.2.1 Medical Appointments. Nurses are encouraged to schedule medical appointments for themselves or their family outside of their scheduled workday. PTO may be used for approved appointments scheduled in advance of the appointment.

12.2.2 For purposes of this Agreement “family” shall include the employee’s; spouse; registered domestic partner, child (biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age; or eighteen years of age or older and incapable of self-care because of a mental or physical disability); parent (biological parent of a nurse or an individual who stood in loco parentis to a nurse when the nurse was a child); parent-in-law (parent of the spouse of an employee); and grandparent.

12.2.3 Vacation. Nurses shall be eligible to take accrued PTO time for vacation after completing the required probationary period. A vacation must be scheduled on no later than the tenth (10th) day of the month prior to the requested time off. If there are more requests for time off than the Hospital will allow due to operational needs, then priority shall be given to the nurse who first submitted his/her request. In the event that two or more nurses submit their requests on the same day, the Hospital will approve the most senior nurse’s request. If the holiday falls during the nurse’s PTO vacation, it shall be counted as a holiday and not PTO.

12.2.4 Personal Time. Nurses shall be eligible to take accrued PTO time for personal reasons after completing the required probationary period. Such time must be scheduled in advance in accordance with Hospital policies and be approved by the nurse’s supervisor. Personal time PTO must be taken in at least fifteen-minute increments.

12.3 PTO Use for Unanticipated Medical Reasons. Any payment of PTO due to unanticipated medical reasons for the nurse or their family (i.e., sickness, injury, emergency medical treatments, unscheduled medical appointments) shall be contingent on the nurse immediately notifying his/her manager or designee of such absences. Nurses scheduled to work prior to 8:30 a.m. shall notify that person designated by their Manager at least one (1) hour in advance of the employee’s scheduled shift if the nurse is unable to report for duty as scheduled. In all other instances the Nurse shall notify that person designated by their Manager at least two (2) hours in advance of the employee’s scheduled shift if the nurse is unable to report for duty as scheduled. In cases of suspected abuse or fitness for duty matters, the Hospital reserves the right to require a physician’s statement. Abuse of the use of PTO for unanticipated medical reasons shall be grounds for disciplinary action.

12.3.1 In the event of an occupational illness or injury, PTO may be used at the employee’s request, for lost work time not covered by Workers’ Compensation Insurance. PTO can be integrated with Workers’ Compensation to the extent available to continue normal earnings.

12.3.2 Nurses may take up to one (1) day off per quarter for mental health as PTO for unanticipated medical reasons.

12.4 Unpaid Time Off. Except for scheduled and approved leave, before a nurse can be granted unpaid time off (UTO), a nurse must have used the balance of the employee's accrued paid time off (PTO). Except that the Nurse may make a written request to retain up to fifty-six (56) hours in his/her PTO bank and in such case the nurse will not be required to use the entire balance before UTO is granted.

12.4.1 Nurses who attend collective bargaining sessions with the Hospital on behalf of the Union may have such time charged as unpaid time off (UTO).

12.4.2 If the Hospital approves an employee's written request for absence from work to perform volunteer disaster relief service, the nurse may use unpaid time off (UTO) rather than PTO.

12.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) calendar year of employment to another up to a maximum of five hundred twenty (520) hours. Hours over the maximum amount shall be placed in an extended illness bank which may be accessed for the use of medical qualifying leave for the nurse or for family member as defined by Washington State Family Care Act, as currently enacted or hereafter amended, or if all PTO has been exhausted. Such hours will be retained for this use until exhausted. Hours in the extended illness bank shall not be paid out upon termination of employment or be subject to any cash-out program.

12.6 Cash Out Plan. During each calendar year nurse may make one written request to cash out any PTO balance in excess of one hundred and twenty (120) hours at their straight time rate of pay. Cash-out will be paid within thirty (30) days of a written request by the employee.

12.7 Payment Upon Termination. After completion of one (1) year's employment, Nurses or their estates shall be paid upon death, termination from employment or transfer to an irregular or temporary status, all PTO credits earned but not used at the nurse's straight-time rate of pay.

ARTICLE 13 - HOLIDAYS

13.1 The following eight (8) days off shall be granted with eight (8) hours, ten (10) hours, or twelve (12) hours of straight-time pay if the nurse was regularly scheduled to work that length of shift. All applicable premium and shift premiums will be paid in addition to the nurse's straight time rate of pay for holidays.

| | |
|----------------|------------------|
| New Year's Day | President's Day |
| Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day |
| Christmas Day | Veterans Day |

Regularly scheduled half-time nurses shall be granted paid holiday time on a pro rata basis based on compensated hours.

13.2 Work on a Holiday. Nurses, except Per Diem nurses, required to work on a holiday shall be paid time and one-half (1 1/2) their regular rate plus an additional day off at the nurse's regular rate of pay, within a thirty (30) day period or when mutually agreed upon. Overtime worked on a holiday shall be paid at time and one-half (1 1/2) the nurse's regular rate.

13.3 It is agreed that holiday work shall be rotated by the Hospital.

13.4 If the holiday falls on a nurse's day off, the nurse is to receive a compensatory day off with pay within thirty (30) days or when mutually agreed upon. If a holiday falls during the nurse's vacation, it shall be counted as a holiday and not a vacation day.

13.5 Nurses are to receive holiday pay for the shift where the majority of the hours worked are on the holiday date.

13.6 Holiday Dates. All holidays shall commence at 11:00 p.m. of the day prior to the holiday for eight-hour shifts and at 7:00 p.m. of the day prior to the holiday for twelve-hour shifts.

13.7 Per Diem nurses shall receive time and one-half (1 1/2) pay for holidays worked.

ARTICLE 14 – HEALTH BENEFITS

14.1 The Hospital shall arrange to give tuberculin skin tests and other tests as required by state law. All nurses shall also be permitted routine CBC's, chest x-rays, urinalysis, EKG strip, CMP and lipid profile once yearly in September during normal working hours of the Laboratory and X-ray departments. All requests must be accompanied by a physician's order. The cost of the tests will be billed to the nurse's insurance and the Hospital will not bill the nurse for costs not covered by insurance. Eligible nurses who have not elected to carry insurance will be responsible for their own bill. The cost of the EKG and X-ray interpretation shall be borne by the nurse.

14.2 Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Hospital, nor shall such failure be considered a breach by the Hospital of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Hospital, an employee or the beneficiary of any employee.

14.3 Medical/Surgical Insurance. The Hospital will provide a medical insurance plan designated by the Hospital. The Hospital shall pay eight hundred and seventy-five dollars (\$875.00) towards the cost of health care insurance for each full-time and half-time nurse compensated at least eighty (80) hours per month in the preceding month (to be averaged for the preceding three-month period). Each nurse shall pay the total sum of eighty dollars and thirty cents (\$80.30) per month to participate in the medical insurance plan offered by the Hospital. Any increase in the above rates of eight hundred seventy-five dollars (\$875.00) per month for the Hospital's contribution for full-time and part-time nurses or eighty dollars and thirty cents (\$80.30) for the nurse's contribution shall be shared (75%) by the Hospital and twenty-five percent (25%) by the nurse through payroll deduction.

14.4 Dental Insurance. The Hospital will provide a dental insurance plan designated by the Hospital. The Hospital will pay sixteen dollars and fifty cents (\$16.50) per month towards the cost of dental care insurance for each full-time and each half-time nurse regularly scheduled to work eighty (80) hours per month. Eligibility will be calculated and determined on the preceding three (3) months. Any increase in dental premiums above \$16.50 shall be shared equally between the Hospital and the nurse through payroll deduction.

14.5 Vision Insurance. The Hospital will provide a vision insurance plan designated by the Hospital. The Hospital shall pay up to nine dollars and sixty-one cents (\$9.61) per month towards the cost of vision care insurance for each full-time and half-time nurse regularly scheduled to work an average of eighty (80) hours per month in the preceding three (3) months. Any increase in vision premiums shall be shared equally between the Hospital and the nurse through payroll deduction.

ARTICLE 15 - RETIREMENT PLAN

15.1 403(b) Plan. Full-time nurses and half-time nurses regularly scheduled to work at least twenty (20) hours per week shall be eligible to participate in the Hospital's 403(b) plan. The Hospital shall match nurse's contributions up to a maximum of six (6%) of the nurse's gross pay for those nurses with at least one (1) year of continuous employment.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 Requests for Leave. All leaves are to be requested from the Hospital in writing thirty (30) days in advance, if possible. The request should state the reason for the requested leave, the amount of time requested, and the proposed start and return date. A written reply to grant or deny the request shall be given by the Hospital.

16.2 Maternity Disability Leave. In the case of pregnancy, a nurse will be granted a leave of absence for the period of the nurse's temporary disability caused by pregnancy or childbirth as verified by a qualified health care provider.

16.3 Family/Medical Leave. Nurses will be granted family/medical leave for up to 12 weeks during a 12-month period measured backward from the date the nurse uses any family/medical leave to care for a newborn, newly adopted or newly placed foster child or to care for one's own serious health condition or the serious health condition of one's child, spouse, or parent, or other designated relative in accordance with applicable state and/or federal law. Such leave shall be in addition to leave granted for the disability period resulting from pregnancy or childbirth in accordance with applicable federal and/or state law. Leave taken to care for a newborn, adopted or foster child may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. Leave taken due to a serious health condition may be taken intermittently or on a reduced schedule when medically necessary in accordance with applicable federal and/or state law. The Hospital shall continue to provide health care coverage pursuant to this Agreement for up to twelve (12) weeks.

16.4 Military Leave. A nurse who is called into or enlists in the Armed Forces of the United States or its allies, or who is a member of an organized reserve unit of the Armed Forces of the United States shall be given leave in accordance with applicable federal and state laws. The leave shall not be considered part of the earned annual PTO time.

16.5 Bereavement Leave. Bereavement leave of up to three (3) days paid leave shall be granted for death in the immediate family. Immediate family shall be defined as spouse, registered domestic partner, brother, parents sister, child, stepchild, step-parent grandchild grandparent, mother-in-law, or father-in-law of the employee and any relations living in the employee's household. An additional two (2) days of bereavement leave without pay shall be granted when a nurse is required to travel more than five hundred (500) miles one way to attend the funeral or to complete arrangements. For purposes of this section, a day shall be defined as the nurse's regularly scheduled day. The days need not be consecutive as long as they fall within a seven (7) day period.

16.6 Jury Duty. Any nurses who are summoned for jury duty will be paid the difference between his/her regularly scheduled work hours at his/her regular hourly rate of pay and the amount of jury duty pay received from the court, exclusive of mileage payments. Employee must provide the department manager notice of his/her jury duty summons and provide proof of payment received for jury duty. If a night shift nurse is called for jury duty, and is regularly scheduled to work the night before such jury duty, the nurse will be given that night off and the Hospital shall supplement jury duty compensation to equal the nurse's regular rate of pay.

16.7 Return from Leave. Nurses on leave status remain subject to layoff. A nurse who returns from a leave of absence on or before the expiration date of his or her leave will be returned as follows:

16.7.1 Maternity Disability Leave and Family/Medical Leave. Where a nurse returns from a leave of absence that was granted due to temporary disability due to pregnancy or childbirth, or family/medical leave, and the period of the leave has not exceeded six (6) months, and he/she is able to perform the essential functions of the job which he/she last held, the employee will be reinstated to his/her original job, or to an equivalent position of like pay without loss of previous benefits or seniority.

16.7.2 Military Leave. If leave was granted for military service, the provisions of applicable federal and state laws shall apply.

16.7.3 Other Leaves. Unless otherwise specified, nurses returning from an approved leave of absence of thirty (30) days or less (exclusive of any paid PTO time) shall be reassigned to their former position or an equivalent position. Nurses returning from an approved leave of absence exceeding thirty (30) days shall be reassigned to their former or an equivalent position whenever possible. If the former or such equivalent position has been filled, the returning nurse shall be assigned to the first available similar opening for which the nurse is qualified.

16.8 Retention of Seniority and Benefits. A nurse on an authorized leave of absence will retain seniority. PTO benefits shall not continue to accrue while the employee is on leave of absence. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation status with the Hospital. Unpaid leave of absence of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment. The nurse's straight time hourly rate of pay shall not be less than that paid prior to the granting of the leave of absence.

16.9 Subpoena Pay. Nurses who are subpoenaed or required to give depositions in regard to a patient care, work-related legal matter shall be compensated for the difference between subpoena pay and their regular rate.

ARTICLE 17 - EDUCATIONAL LEAVE

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

17.2 Paid Educational Leave. Upon completion of six (6) continuous months of employment, five (5) days with pay of education leave per year shall be granted to nurses at the regular rate of pay. These five (5) days shall be applied to all in-service training, educational courses and seminars attended within and outside the Hospital. An additional four (4) days without pay will be granted. The nurse will not be

required to use accrued PTO or holiday pay. Such leave is subject to scheduling requirements of the Hospital and approved by the Chief Nursing Officer or Nurse Manager of the subject matter to be studied. Tuition for a maximum of one educational course per nurse per year shall be paid by the Hospital. Educational meetings shall be defined as those conducted for the purpose of developing nursing skills and qualifications. After attendance at an educational meeting, the nurse will prepare and present an in-service to the nurses at the Hospital. Half-time nurses may be granted a pro rata portion in accordance with compensated hours. Any mandatory classes as set forth by Hospital policy or for licensure, i.e., ACLS, CPR, AIDS training will not count against benefits in this section.

17.3 Use of Personal Vehicles. If nurses are required to utilize their own vehicle to attend approved continuing education seminars, they will be reimbursed at the mileage rate established by the IRS. Personal vehicles used for educational travel must be insured in amounts acceptable to the Hospital prior to use. Nurses may travel to approved seminars wherever they are held; however, if the seminar meeting is available in Portland or Seattle, the employee shall only be reimbursed as if the nurse had traveled to Portland or Seattle, whichever is applicable. Section 17.3 shall not apply if the same seminar meeting is offered at the Hospital.

17.4 Reimbursement Agreement. Nurses receiving educational reimbursement must, upon receipt of such monies, sign an agreement to reimburse the Hospital the amount of such monies if the nurse voluntarily resigns within 6 months of receipt of such monies. Such amount may be withheld from nurse's final paycheck.

ARTICLE 18 - PROFESSIONAL PRACTICES/CONFERENCE COMMITTEE

Hospital management, jointly with the elected representatives of the registered nurses, shall establish a Professional Practices/Conference Committee (the "Committee") consisting of three representatives of nursing administration and three representatives of the nurses. The purpose of this Committee is to discuss and make recommendations for improvement of quality of nursing practices within the Hospital, responsibilities of nurses for quality care of patient, and professional concerns consistent with standards set forth by state law. Such Committee shall prepare an agenda of topics to be discussed prior to the meeting date. The Committee will be advisory and will not discuss matters subject to collective bargaining and Association matters.

The objectives of the Professional Practices/Conference Committee shall be:

- a. to consider the professional practice of nurses;
- b. to work for improvement of nursing practice, including discussion of an appropriate process for the selection of nurses for cross-training and continuing legal education;
- c. to recommend ways and means to improve nursing practice;
- d. to foster improved communications between the Hospital and nursing staff; and
- e. to discuss staffing issues.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 For the purpose of this Agreement, the term "grievance" means a dispute between the Hospital and the Association and/or employee, who has completed his/her probationary period, concerning an alleged breach or violation of the express terms and conditions of this Agreement. If any such grievance arises, it

shall be submitted to the following procedure with the parties making every effort to settle the grievance at the lowest possible step.

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

19.1.2 It is understood by both parties that there shall be no suspension of work or interference with the operation of the Hospital during the processing of a grievance.

19.1.3 Time limits set forth in the following steps refer to calendar days and may only be extended by mutual consent followed by written confirmation of the Hospital and the Association. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 4:30 p.m. on the next following business day. No grievance, request to move to another step, grievance response, or request for Arbitration may be submitted via email.

19.1.4 All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the parties. Failure of a nurse or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure of the Hospital to comply, by providing a written response (including by e-mail), within the agreed upon time limitations set out in this grievance procedure will give the Association the option to move the grievance to the next step in the grievance process.

19.2 Procedure. Grievances shall be processed in accordance with the following procedures:

19.2.1 Step 1 Nurse and Nurse Manager : If a nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's Nurse Manager within thirty (30) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fifteen (15) working days following receipt of the written grievance.

19.2.2 Step 2 Nurse, Local Unit Officer/designee, and Human Resources Director/designee and Chief Nursing Officer/designee: If the matter is not resolved to the nurse's satisfaction at Step One, the nurse shall present the written grievance to the Human Resources Director within ten (10) working days of the Nurse Manager's written decision. A conference between the nurse (and the local unit officer or his/her designee, if requested by the nurse), the Chief Nursing Officer/designee and the Human Resources Director/designee shall be held within ten (10) working days of receipt of the grievance by the Human Resources director/designee. Human Resources Director/designee shall then issue a written reply within fourteen (14) working days following the conference.

19.2.3 Step 3 Chief Executive Officer ("CEO") and Association Representative: If the matter is not resolved at Step 2, the grievance shall be referred in writing to the CEO and the Association Representative within ten (10) working days from receipt of the written reply from the Human Resources Director. The parties shall meet within fourteen (14) working days from the date of receipt of the written notice for the purpose of resolving the grievance. The CEO and/or designee shall issue a written reply within fourteen (14) working days of the meeting between the parties.

19.2.4 Step 4 Grievance Mediation: If the matter is not resolved at Step 3, the Hospital and Association may mutually agree to utilize the services of an agreed upon mediator to seek resolution of the matter. Such process will be voluntary and either party upon written notice may withdraw from the process at which time the Association must, within twenty (20) working days, submit the issue to final and binding arbitration pursuant to Step 5.

19.2.5 Step 5 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 procedures, requirements and time limitations specified in Steps 1, 2, 3, **and** 4 herein, the Association may, within ten (10) working days following receipt of the written reply from the CEO and/or designee in Step 3, submit the issue in writing to final and binding arbitration. The Hospital and the Association shall attempt to agree on an arbitrator. 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 or other mutually agreed upon labor arbitration 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 and shall hear the matter subject to Section 19.4 below. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall render a decision as promptly as possible and in any event within thirty (30) working days from the date of the case presentation.

19.3 Limitations on arbitrator's authority. The arbitrator shall confine himself/herself to the issue submitted in writing for arbitration and 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. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Hospital, so long as the Hospital's judgment is exercised in good faith and objectively made based upon established criteria. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance and submitted in writing in Step 2.

19.4 Arbitrator Expenses. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the parties.

19.5 Other Costs. Each party shall be responsible for paying their own witness, attorney's fees and costs, and all other costs associated with the arbitration, and shall not recover witness or attorney fees or costs from the other party.

ARTICLE 20 - UNINTERRUPTED PATIENT CARE

20.1 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, walkout, slowdowns or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown or work stoppages, or a threat thereof, the Association and its officers will do everything within their power to end or avert same.

20.2 There shall be no lockout of nurses by the Hospital during the life of this Agreement.

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20.2 There shall be no lockout of nurses by the Hospital during the life of this Agreement.

ARTICLE 21 - GENERAL PROVISIONS

21.1 Separability. It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of the Agreement is in contravention of any laws, the provision shall not invalidate the entire Agreement. Any provision of this Agreement not in contravention of the law, shall remain in full force and effect for the life of the Agreement. As to any provision, which is in contravention of law, the Hospital and the Association shall enter into collective bargaining solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

21.2 Complete Agreement. The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the Hospital and the Association for the life 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 referred to or covered in this Agreement, or discussed during the negotiations which resulted 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.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 This Agreement shall be effective on April 1, 2010, and shall remain in full force and effect until March 31, 2013, unless extended by mutual agreement of the parties.

22.2 Either party desiring to reopen negotiations for a new agreement may do so by notifying the other party of its intent not less than ninety (90) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the Parties may agree.

IN WITNESS WHEREOF, the Hospital and the Association have executed this document on May 11, _____, 2010.

OCEAN BEACH HOSPITAL

Joe Devin
Joe Devin
Chief Executive Officer

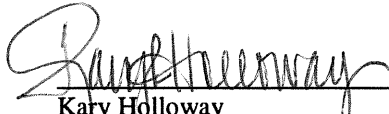
Linda Kaino
Linda Kaino
Chief Nursing Officer

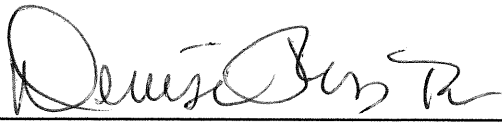
WASHINGTON STATE NURSES ASSOCIATION


David Campbell, Esq.
David Campbell, Esq., Chief Negotiator for Washington
State Nurses Association

Judy Marken, RN WSNA Nurse
Judy Marken, Nurse Representative
Washington State Nurses Association


Representative


Kary Holloway
Human Resources Director


Denise Ross, RN, WSNA Negotiating Team


Brad Bell, RN, WSNA Negotiating Team


Marcey Frame, RN, WSNA Negotiating Team


Melissa Goldberg, RN, WSNA Negotiating Team

APPENDIX A

**AUTHORIZATION TO MAKE PAYROLL DEDUCTION
FOR ASSOCIATION DUES OR AGENCY FEE**

I hereby authorize my employer, the Public Hospital District No 3 of Pacific County, d/b/a/ Ocean Beach Hospital to deduct my Washington State Nurses Association dues or agency fee from my salary each in 12, 24, or 26 equal deductions beginning with the next pay period. This money is in payment of annual dues or agency fee to my professional association and is to be remitted to the Washington State Nurses Association. This form is to be retained by the above-named employer and will remain in force until withdrawn by me in writing.

Date _____


Signature of Employee _____

Printed Name of Employee _____

**MEMORANDUM OF UNDERSTANDING – ONE
PAFs**

Nurses may indicate on PAF's whether the request involves a purchase of plane tickets or other time sensitive consideration, which require a timely response to the request and may indicate the date by which he or she would like to receive a response. When such information is included on a PAF the Hospital shall take all reasonable efforts to respond by the requested date. Such PAF must be given to the Chief Nursing Officer/designee.

OCEAN BEACH HOSPITAL



Joe Devin
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION



David Campbell, Esq., Chief Negotiator

MEMORANDUM OF UNDERSTANDING – TWO
Signing Bonus

The Hospital may offer a signing bonus to successfully recruit an RN candidate, Such candidate will as a condition of employment have to sign an agreement providing that the candidate shall repay the Hospital the entire amount of the bonus if the candidate resigns or abandon's his/her job within one year after signing the agreement. WSNA will be informed if a Signing Bonus is offered and provided a copy of the signed agreement.

OCEAN BEACH HOSPITAL



Joe Devin
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION



David Campbell, Esq., Chief Negotiator

MEMORANDUM OF UNDERSTANDING – THREE
Referral Bonus

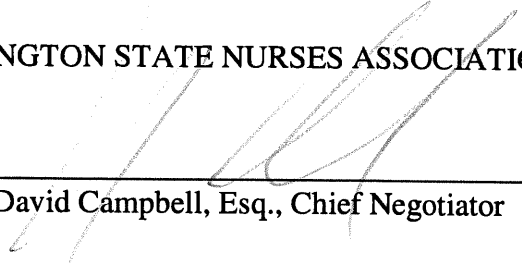
For those positions designated by the Hospital an employee referral bonus may be offered. The Human Resources Department will post opportunities for referral bonuses. Referral Bonuses are not paid for current District employees who transfer or apply or who are hired for those positions designated by Hospital. Referral bonuses are paid in two equal installments one payment after the candidate has passed the probationary period and the second payment six months thereafter providing both the candidate and the referring employee are still actively employed. Listings of referral bonus opportunity will be posted along with the expiration date of the bonus opportunity.

OCEAN BEACH HOSPITAL



Joe Devin
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION




David Campbell, Esq., Chief Negotiator

MEMORANDUM OF UNDERSTANDING – FOUR
PTO/Extended Illness Benefits

The Parties agree that changing the references within the Agreement from either “vacation time” and/or “sick leave” to PTO will not have any impact on a nurse’s ability to accrue or use extended illness benefits as were in place prior to this reference change. The Parties also reaffirm that any time in a nurse’s extended illness benefit bank shall not be paid upon separation of employment for any reason.

OCEAN BEACH HOSPITAL



Joe Devin
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION




David Campbell, Esq., Chief Negotiator

MEMORANDUM OF UNDERSTANDING – FIVE
Ten Hour Shifts

The Parties agree that innovative alternative work schedules may be established by mutual agreement between the Hospital and the nurse involved, as agreed upon in paragraph 9.3, to include the other provisions in paragraph 9.3, and when that innovative alternative work schedule is a ten (10) hour shift, then the ten (10) hour shift becomes the basic workday.

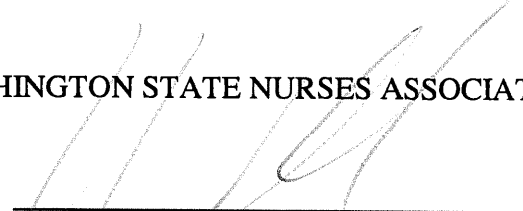
Per paragraph 9.4, any time worked in excess of the basic workday or work period, when properly authorized, shall be compensated for at the rate of one and one-half (1 ½) times the nurse's regular rate of pay. If a nurse works more than two (2) consecutive hours beyond the end of the ten (10) hour shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x), in accordance with paragraph 9.4.1.

OCEAN BEACH HOSPITAL



Joe Devin
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION



David Campbell, Esq., Chief Negotiator