

COLLECTIVE BARGAINING AGREEMENT

By and Between

**WASHINGTON STATE NURSES ASSOCIATION
(Overlake Hospital Medical Center Local Unit)**

and

OVERLAKE HOSPITAL MEDICAL CENTER

(May 1, 2008 – April 30, 2011)

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
1.1 Bargaining Unit.....	1
1.2 New Positions	1
ARTICLE 2 - MANAGEMENT RESPONSIBILITIES	1
ARTICLE 3 - ASSOCIATION MEMBERSHIP; DUES DEDUCTION.....	2
3.1 Membership Option	2
3.2 Dues Deduction.....	3
3.3 Bargaining Unit Roster	3
3.4 Contract.....	3
ARTICLE 4 - ASSOCIATION REPRESENTATIVES	4
4.1 Access to Premises.....	4
4.2 Local Unit Representatives	4
4.3 Bulletin Boards	4
4.4 Meeting Rooms	4
ARTICLE 5 - DEFINITIONS.....	5
5.1 Resident Nurse	5
5.2 Staff Nurse	5
5.3 Charge Nurse.....	5
5.4 Full-Time Nurse	6
5.5 Part-time Nurse	6
5.6 On-Call Nurse	7
5.7 Probationary Nurse	7

5.8	Float Nurse.....	7
5.9	Month and Year	8
5.10	Preceptor	8
5.11	Certification	8
5.12	Base Rate.....	9
5.13	Regular Rate.....	9
5.14	Specialty Coordinator	9
ARTICLE 6 - EMPLOYMENT PRACTICES		9
6.1	Equal Opportunity.....	9
6.2	Notice of Resignation.....	10
6.3	Discipline and Discharge	10
6.4	Personnel File.....	10
6.5	Parking	10
ARTICLE 7 - CLINICAL EVALUATION.....		11
7.1	Clinical Evaluation.....	11
7.2	Advanced Clinical Ladder	11
7.3	Clinical Ladder Application Review	11
7.4	Advanced Clinical Ladder Payment	11
ARTICLE 8 - PROFESSIONAL PRACTICE.....		12
8.1	Safety	12
8.2	Staffing.....	12
8.3	Additional Temporary Hours	12
8.4	General Orientation.....	13

8.5	Floating	13
8.5.1	Float Pool Premium.....	13
8.6	Inservice Education.....	13
8.7	Educational and Professional Leave	14
8.8	Job Related Study.....	14
ARTICLE 9 - SENIORITY		15
9.1	Seniority Definition.....	15
9.1.1	Seniority "Freeze & Bridge"	15
9.2	Reallocation	15
9.2.1	Units Not Reallocated	15
9.2.2	Reallocated Units	16
9.2.3	Nurse Reallocation Considerations.....	16
9.2.4	Reallocation Bids & Absent Nurses.....	16
9.2.5	Reallocation & Seniority.....	16
9.2.6	Reallocation & Schedule Changes.....	16
9.2.7	Reallocation Bid Response	17
9.2.8	Reallocation & A Displaced Nurse	17
9.2.9	Reallocation Appeals	17
9.3	Layoff.....	17
9.3.1	Layoff Notices.....	17
9.3.2	Layoffs & Functional Areas.....	18
9.3.3	Layoff & Comparable Position	19
9.3.4	Benefits at Time of Layoff.....	19

9.4	Recall	19
9.4.1	Recall Procedure	20
9.4.2	Temporary Work While on Layoff	20
9.4.3	On-Call Work While on Layoff	20
9.4.4	Benefits Upon Recall	20
9.5	Termination	21
9.5.1	Layoff Status Extension	21
9.6	Roster	21
9.7	Low Census	21
9.7.1	Low Census Notification	22
9.7.2	Low Census	22
9.7.3	Benefits/Benefits Use During Low Census	23
9.8	Job Openings	23
ARTICLE 10 - HOURS OF WORK AND OVERTIME		24
10.1	Work Day	24
10.2	Work Period	24
10.3	Other Work Schedules	24
10.4	Schedule Posting	24
10.5	Overtime	25
10.6	Overtime Approval	25
10.7	Meal/Rest Periods	25
10.8	Weekends	25
10.8.1	Weekend Premium	26

10.9	Time Off Between Shifts	26
10.10	Shift Rotation	26
ARTICLE 11 - COMPENSATION		26
11.1	Wage Rates	26
11.2	Recognition for Past Experience.....	27
11.2.1	Short-Term Break in Service	28
11.3	Merit Premium	28
11.4	Overscale Condition.....	28
11.5	Wage and Benefit Minimums	28
ARTICLE 12 - OTHER COMPENSATION.....		28
12.1	Shift Differential	28
12.2	Standby Pay.....	29
12.3	Callback Pay	29
12.3.1	Holiday Callback Pay.....	29
12.4	Charge Nurse/Specialty Coordinator Pay	29
12.5	Preceptor Premium.....	30
12.6	Certification Pay	30
12.6.1	Full-Time & Part-Time Nurses	30
12.6.2	On-Call Nurses.....	30
12.7	Work in Advance of Shift	30
12.8	Work on Day Off	30
12.9	Temporary Assignment.....	31
12.10	Change in Classification	31

12.11 Bonus Shifts	31
ARTICLE 13 - PAID TIME OFF	31
13.1 Paid Time Off Program.....	31
13.2 Rate of Accrual	31
13.3 Paid Time Off Schedule.....	32
13.4 Maximum Accumulation	32
13.5 Paid Time Off Pay Rate	33
13.6 Work on Holidays	33
13.7 Use of PTO on Holidays	33
13.8 Cash Alternative.....	33
13.8.1 Financial Hardship	34
13.9 Shared Leave Program.....	34
13.9.1 Criteria for Donating PTO Hours	34
13.9.2 Criteria for Receiving PTO Hours	34
13.10 Payment on Termination.....	34
ARTICLE 14 - EXTENDED ILLNESS BANK.....	35
14.1 Extended Illness Bank.....	35
14.2 Use of EIB Hours and EIB Pay Rate	35
14.2.1 Immediate Access to EIB.....	35
14.2.2 Work Related Illness/Injury	35
14.3 Rate of Accrual	36
14.4 Absence Due to Illness Notification	36
14.5 Use of EIB for Other Family Members	36

14.6	EIB Partial Cashout.....	37
ARTICLE 15 - MEDICAL AND INSURANCE BENEFITS		37
15.1	Flexible Benefits Program	37
15.2	Health Tests.....	38
15.3	Other Insurance	38
15.4	Retirement Plan.....	38
ARTICLE 16 - LEAVES OF ABSENCE.....		38
16.1	In General.....	38
16.2	Health and Family Leave	38
16.2.1	Family & Medical Leave	38
16.2.2	Other Health and Maternity Leave.....	40
16.3	Military Leave.....	41
16.4	Leave Without Pay.....	41
16.5	Leave With Pay	41
16.6	Return From Leave	41
16.7	Jury Duty.....	41
16.8	Personal Leave	41
16.9	Bereavement Leave.....	42
16.10	Sabbatical.....	42
ARTICLE 17 - COMMITTEES.....		42
17.1	Conference Committee	42
17.1.1	Non-Voting Participants	43
17.2	Nurse Practice Committee	43

17.3	Committee Compensation.....	43
ARTICLE 18 - GRIEVANCE PROCEDURE.....		43
18.1	Grievance Defined	43
	Step 1. Nurse and Director/Manager.....	44
	Step 2. Nurse, Local Unit Chairperson and Director of Patient Care Services.....	44
	Step 3. Vice President and Association Representative.....	44
	Step 4. Arbitration.....	45
18.2	45	
18.3	46	
ARTICLE 19 - UNINTERRUPTED PATIENT CARE		46
19.1	46	
ARTICLE 20 - GENERAL PROVISIONS		46
20.1	Separability	46
20.2	Amendments	46
20.3	Past Practices.....	47
20.4	Complete Understanding	47
ARTICLE 21 - DURATION.....		47
21.1	Duration and Renewal.....	47
<u>APPENDIX A</u>		49
<u>APPENDIX B</u>		53
<u>MEMORANDUM OF UNDERSTANDING</u>		55
<u>LETTER OF UNDERSTANDING</u>		58
<u>LETTER OF UNDERSTANDING</u>		59

SIDE LETTER 61

LETTER OF UNDERSTANDING..... 66

AGREEMENT
BETWEEN
OVERLAKE HOSPITAL MEDICAL CENTER
AND
WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between Overlake Hospital Medical Center (hereinafter referred to as the "Hospital") 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 Hospital recognizes the Association as the sole and exclusive bargaining representative for, and this Agreement shall cover all full-time, part-time and on-call registered nurses employed by the Hospital as Resident Nurse or Staff Nurse in its Hospital Departments. The bargaining unit excludes, and this Agreement does not cover, supervisory and administrative/management positions and all other employees.

1.2 New Positions

New 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 Hospital.

ARTICLE 2 - MANAGEMENT RESPONSIBILITIES

2.1 The Association recognizes that the Hospital 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 Hospital 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; to lay off 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 or restricted by applicable state or federal law 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 3 - ASSOCIATION MEMBERSHIP; DUES DEDUCTION

3.1 Membership Option

All full-time and part-time nurses who are members of the Association, or who agree to pay a fee for collective bargaining service, at the time of ratification of this Agreement, and all full-time and part-time nurses who voluntarily join the Association, or who agree to pay a fee for collective bargaining service, during the term of this Agreement must retain that status in good standing as a condition of continued employment. All full-time and part-time nurses hired after April 30, 2004, shall have thirty (30) calendar days from the date of employment (hire) in which to give written notice by certified mail to the Association of their intention not to join the Association (such notice must be postmarked within thirty (30) calendar days of hire, and a copy furnished to the Hospital). If the newly employed nurse fails to exercise the foregoing option within thirty (30) calendar days, then said nurse shall be required to become and remain a member of the Association in good standing within thirty-one (31) calendar days of employment (hire) as a condition of continued employment. Good standing is herein defined as the tendering of the Association dues or service fees on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) calendar days after receipt of written notice to the Hospital from the Association unless the nurse fulfills the membership or service fee obligation set forth in this Agreement within that thirty (30) day period, and such discharge shall be deemed for just cause pursuant to this Agreement. This section shall not apply to nurses presently classified or subsequently reclassified to on-call nurse status.

3.2 Dues Deduction

During the term of this Agreement, the Hospital shall deduct dues or service fees from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Hospital, 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 Hospital'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 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.

3.3 Bargaining Unit Roster

Twice a year (at approximately the end of February and the end of August) the Hospital shall provide by electronic mail the Association and Local Unit Chairperson (or designee) with a list of those nurses covered by this Agreement. This list will contain each nurse's name, home address, home telephone number, employee identification number, designated FTE status, rate of pay, current cost center, unit, and date of hire. Monthly, the Hospital shall provide by electronic mail the Association and Local Unit Chairperson (or designee) with a list of all nurses covered by this Agreement hired during the previous month and all nurses moved into positions covered by this Agreement during the previous month. The list shall contain each nurse's name, home address, home telephone number, employee identification number, designated FTE status, rate of pay, current cost center, 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. Any nurse not wishing for WSNA to maintain that nurse's home telephone number may notify WSNA and WSNA shall promptly purge that data from its OHMC records.

3.4 Contract

Upon initial employment, nurses shall be given a copy of the current Agreement. The Association will provide copies of the Agreement to the Hospital. The Hospital and the Association shall equally share the cost of printing the Agreement. Within three (3) weeks of receipt of the fully-executed copy of the Agreement, the Hospital will post the Agreement on its internal "Intranet." Such posting shall "view only" for registered nurses and no other employee access, and it shall not be accessible for printing.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises

Duly authorized representatives of the Association will have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association representatives may have access to nurses' lounges, nursing units or other patient areas when advance approval has been obtained from the Hospital Human Resources Department or in the absence of a personnel representative, the Vice President Patient Care Services (or appropriate Director/Manager). The Association representative shall confine a visit to such department or areas as approved. Access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with nor disturb nurses or other employees in the performance of their work during working hours and shall not interfere with or disturb patient care, visitors or the normal operation of the Hospital.

4.2 Local Unit Representatives

The Association shall have the right to select local unit representatives from among nurses in the unit. The local unit representatives shall not be recognized by the Hospital until the Association has given the Hospital 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 nonworking times, and shall not disturb patients or visitors or interfere with the work of nurses or other employees.

4.3 Bulletin Boards

The Hospital will furnish a bulletin board in the Staffing Office, within reasonable proximity of the cafeteria, and bulletin board space in each nursing unit for the use of the local unit. Bulletin boards in the nursing units shall be for the exclusive use of the Association. All materials posted on the bulletin boards must, prior to posting, be approved and signed by a designated local unit representative and be time dated as to when they are to be removed. Materials which may be posted include training and educational information, professional nursing and health care related matters, meeting notices and local unit newsletters.

4.4 Meeting Rooms

The local unit may have access to meeting rooms within the Hospital for WSNA meetings, subject to advance request to the Hospital's Director of Human Resources, and generally applicable reservation requirements, determination of availability and the meeting is not contrary to the interests of the Hospital.

ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse

A graduate nurse whose clinical experience after graduation from a NLN (National League of Nursing) approved nursing program or other program approved by the Hospital is less than six (6) months, or a registered nurse who is returning to practice with no current clinical experience depending upon a nurse's need for residency training pursuant to Section 11.2, Recognition for Past Experience. A resident nurse will be assigned a registered nurse preceptor who works on the same shift and unit as the resident for the purpose of close direction and support during the residency period.

Residency shall not exceed six (6) continuous months unless extended in writing by the Hospital. A resident nurse shall not be assigned charge duty, team leader, or precepting functions. A nurse who is accepted into a residency program shall, at time of acceptance, be assigned an FTE which shall become effective upon successful completion of the residency period. At least two weeks prior to the end of residency, the nurse shall apply for a posted position on the unit equal to or greater than assigned FTE status. The nurse shall move into his/her new position at the end of the residency and complete a probationary period of thirty (30) calendar days.

5.2 Staff Nurse

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

5.3 Charge Nurse

A registered nurse who is accountable on a shift basis to maintain organization on a unit such that nursing staff are able to provide patient care activities in accordance with established Standards of Nursing Care. With the exception of Preadmission, a Charge Nurse and relief Charge Nurse will be assigned for each unit, and, where appropriate, each shift. Charge Nurse and relief Charge Nurse will also be assigned, where appropriate, in any new Hospital units. All assigned hours in charge will be paid at the Charge Nurse premium rate. All nurses assigned as charge or relief charge nurse will receive training. In charge nurse assignments the Hospital will consider the level of direct patient care along with other duties.

5.4 Full-Time Nurse

A nurse who fills a designated status position of one "full-time equivalent" (1.0 FTE) and is regularly scheduled to work eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

5.5 Part-time Nurse

5.5.1 A nurse who fills a designated status position of two-tenths of a "full-time equivalent" (.2 FTE) or more and is regularly scheduled to work at least sixteen (16) hours per pay period, but less than eighty (80) hours per pay period, 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 and eligibility.

5.5.2 The part-time nurse as defined above may elect a fixed percentage wage differential in lieu of the following benefits per budgeted FTE status:

FTE Status	Option Benefits	Percentage Wage Differential
Less than .6 FTE	Extended Illness Bank (EIB) Paid Time Off (PTO) Not Eligible for Medical, Dental, Vision, Long Term Disability (LTD), or Term Life Insurance	12%
.6 FTE or more	Extended Illness Bank (EIB) Paid Time Off (PTO) Medical Insurance Dental Insurance Vision Insurance Long Term Disability (LTD) Term Life Insurance	15%

5.5.3 Benefits which will be provided include: educational leave, pension benefits, state worker's & unemployment compensation, FICA, shift differential, callback and standby pay, longevity increases, bereavement and time and one-half (1 and 1/2) holiday pay if worked. The nurse electing the wage differential may schedule leave without pay as provided for in Section 16.4. This election must occur within the first pay period of employment or within the first pay period after the signing of this Agreement, whichever is later, or annually during a month designated in advance by the Hospital, providing insurance enrollment is approved by the carrier.

Nurses will be given advance notice of such dates. This optional benefits election may not be otherwise exercised. Once this benefits election is made, all Paid Time Off (PTO) hours accrued will be cashed out and paid to the nurse at that time, and the Extended Illness Bank (EIB) will be frozen at its current level and not available for use until a subsequent timely election to return to normal benefits status.

5.6 On-Call Nurse

A nurse hired to work during any period requiring a temporarily augmented work force or in the event of an emergency or employee absenteeism. Such nurses shall be paid at the appropriate longevity step based upon documented experience plus a seventeen percent (17%) differential. The benefits an on-call nurse will be provided are listed in Section 5.5.3 of this Agreement with the exception of bereavement leave. When an on-call nurse has transferred from on-call status to either full-time or part-time status, full-time, part-time and on-call hours shall be combined for purposes of wage progression (including step increases), benefit level accruals, job posting and layoff. An on-call nurse must schedule five (5) shifts per month to meet the Hospital's prescheduling requirements to maintain on-call status. Any on-call nurse who is interested in seeking full-time or part-time work is encouraged to discuss possible opportunities with the Director/Manager.

5.7 Probationary Nurse

A nurse who has been hired by the Hospital on a full-time or part-time basis and who has been continuously employed by the Hospital for less than ninety (90) calendar days or 520 work hours whichever is greater (not to exceed 180 calendar days). After successful completion of the probationary period, the nurse shall attain regular status unless specifically advised in writing by the Hospital of an extended probationary period. During the probationary period, a nurse may be terminated without notice or just cause and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate. (Benefit eligibility and use will be regulated as provided in this Agreement.)

5.8 Float Nurse

A nurse designated as float in a designated full-time, part-time, or on-call float position who has applied for and been accepted in the position. The float nurse is scheduled to provide replacement for staffing vacancies caused by sick calls and unexpected census increases. The float nurse shall have at least one year's relevant experience and be competent to perform independently in at least three nursing units as determined by the Hospital. In general, designated part-time or full-time status float nurses will be scheduled prior to on-call float nurses. If the Hospital requires

additional float nurses to meet its needs, it may provide a period of orientation in a new unit to individuals who have applied for float nurse positions, but will not be required to pay float pool premium during the orientation period.

5.9 Month and Year

For purposes of this Agreement and the method of computing EIB, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 paid hours of work, and a "year" shall be defined as 2080 paid hours. For purposes of computing longevity (wage) increments and PTO progression steps, a "year" shall be defined as 1664 paid hours 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.

5.10 Preceptor

Preceptor is an experienced nurse proficient in clinical teaching and communication skills who is assigned by the Director/Manager the responsibility for planning, organizing and evaluating new skill development for designated nurses, residents, new staff, and/or students. (For students this would apply only if an instructor is not available in the Hospital.) An assigned preceptor shall work on the same shift and unit as the preceptee. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific orientation period to be determined by the Director/Manager. A preceptor shall have precepting duties considered in nursing assignments. It is understood that staff nurses in the ordinary course of their responsibilities (without preceptor designation) will be expected to participate in the orientation process of new nurses. Such participation typically will be limited to a summary of documentation and charting expectations, layout of the unit, location of resources, summary of shift responsibilities, brief tour of the unit and location of emergency equipment, and an explanation of the nurse-patient call system. In no instance will preceptor pay be paid to more than one preceptor for the same preceptee at the same time.

5.11 Certification

Registered nurses will be eligible to receive a nursing certification premium under this Agreement as follows:

1. A list of approved certification programs will be kept in the Patient Care Services Office and the Staffing and Clinical Resources Office. In

January of each year the list will be made available for review and discussion by Conference Committee. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification fee schedule, mailing address, and any other pertinent information to the Patient Care Services Office. All new certifications are subject to the Hospital budgetary review and approval for possible funding.

2. The Hospital will determine if the certification in question is directly relevant to that individual nurse's practice setting or area of employment.
3. The nurse must document to the Hospital's satisfaction certification achievement and maintenance.
4. Only one (1) certification premium rate can be credited per nurse, regardless of other certifications a nurse may have.

5.12 Base Rate

The nurse's base rate of pay will be the rate on the applicable wage step in Section 11.1, Wage Rates.

5.13 Regular Rate

The nurse's regular rate of pay will be the base rate plus all applicable differentials and premiums for which the nurse is eligible.

5.14 Specialty Coordinator

A registered nurse assigned to a Specialty Coordinator position is accountable for a specialty areas(s) identified by the Hospital. The Hospital shall determine the number of Specialty Coordinator positions that are necessary and the duties to be assigned (or discontinued) for any designated specialty areas.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity

The Hospital and the Association agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. It is understood that this nondiscrimination commitment under law is not grievable nor capable of arbitration under this Agreement.

6.2 Notice of Resignation

Nurses shall be required to give at least fourteen (14) days written notice of resignation. Failure to give notice shall result in loss of accrued fringe benefits. The Hospital will give consideration to situations that would make such notice by the nurse impossible.

6.3 Discipline and Discharge

No full-time or part-time nurse will be disciplined or discharged except for just cause. The principle of progressive corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay) will be consistently applied in that it offers the greatest opportunity for both the nurse and the Director/Manager to attempt to work out a satisfactory problem resolution. 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 the nurse reasonably believes may lead to disciplinary action. 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 receipt thereof. Nurses may provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

6.4 Personnel File

Personnel records will be maintained for each nurse. Information contained in the personnel record may include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure, letter of commendation and recognition and records of disciplinary action. By appointment, nurses may inspect their personnel records. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse.

6.5 Parking

Nurses reporting to work as a result of standby status will be provided designated parking within close proximity to the Hospital. Staff nurses will be provided parking on campus, which shall include the employee parking garage. Every reasonable effort will be made to continue to provide parking at no cost to nurses. It is recognized that construction and space availability may from time to time cause deviations from this section. All nurses shall have access to policies and procedures regarding security and to security services as provided to all Hospital employees. Parking security shall be a periodic agenda item for the Hospital's Safety Committee and at Conference Committee, as requested by the Association.

ARTICLE 7 - CLINICAL EVALUATION

7.1 Clinical Evaluation

The Clinical Evaluation is a standards-based performance appraisal that the Director/Manager will utilize to assess the nurse's professional skills, productivity and overall performance according to comprehensive and/or unit standards, whichever is applicable. The Director/Manager will assess the nurse's performance in relationship to the mandatory established standards. All nurses will be formally evaluated in writing upon completion of the probation period. Thereafter, all full-time, part-time or on-call nurses will be evaluated on an annual basis.

The nurse's participation is an integral part of the evaluation process. The nurse will be offered a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging 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. Nurses opting for peer review will be provided a copy of the peer evaluation.

7.2 Advanced Clinical Ladder

Advanced Clinical Ladder I and II is a voluntary, special recognition appraisal program that addresses superior professional and clinical skills, productivity and performance of the nurse. The description of Advanced Clinical Ladder I and II is attached as Appendix A to this Agreement.

7.3 Clinical Ladder Application Review

A designated group of registered nurses, working under the auspices of Clinical Care Congress, will on an ongoing basis, receive and review applications for the Advanced Clinical Ladder for the purpose of assuring that the nurse has met the criteria listed in Appendix A of this Agreement. A nurse whose application is denied may request a review with the application review group in order to clarify the contents of the application. The application review group will also continue to monitor and evaluate the Advanced Clinical Ladder tool.

7.4 Advanced Clinical Ladder Payment

A nurse whose application for Advanced Clinical Ladder I or II is approved shall receive a lump sum payment of \$ 1,500 or \$2,500 respectively. Nurses may elect to receive the payment in quarterly installments.

ARTICLE 8 - PROFESSIONAL PRACTICE

8.1 Safety

The Hospital will maintain a safe and healthful workplace in compliance with Federal, State and Local laws applicable to the safety and health of its nurses. The Association shall select a nurse to serve on the Hospital's Safety Committee, who may use paid release time for such Committee meetings. Further, safety may be a periodic agenda item at Conference Committee, including such possible subjects as: infectious diseases, ergonomics, chemical hazards, security and physical safety, radiation, reduction of latex in the workplace, safe needle devices, back injuries and safety education.

8.2 Staffing

Because quality patient care is a major shared goal, it is recognized that appropriate staffing levels are an important concern and that increased nursing input into staffing decisions affecting nurses is desirable. Nurse staffing questions may be presented by the concerned nurse for discussion to the Director/Manager, or Vice President Patient Care Services, if not satisfied with the initial response. Also, such questions may be submitted as a discussion item for the next meeting of Conference Committee. In the event the Hospital is planning to proceed with substantial changes to its staffing system and processes on any unit, the Hospital shall comply with the following procedures:

8.2.1 The Hospital will notify the Local Unit Chair of the planned changes a minimum of fifteen (15) days prior to the planned date of implementation of the staffing changes when possible. Such notice shall include the planned timeline for implementation of the staffing changes.

8.2.2 The Director/Manager will discuss and seek input from staff at unit staff meetings on the affected shift(s) related to the planned staffing changes. A local unit representative will be invited to attend such meetings. Staffing changes may also be an agenda item for future Conference Committee meetings.

8.3 Additional Temporary Hours

Nurses desiring additional temporary hours up to full-time shall notify their manager in writing. The Hospital will make a good faith effort to utilize nurses employed by the Hospital prior to scheduling on-call nurses or hiring new nurses.

8.4 General Orientation

The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to the Hospital's policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. A WSNA bargaining unit member shall be given fifteen (15) paid minutes (nonovertime) during RN orientation to meet with new nurses. The content of this presentation shall be mutually agreeable to the WSNA and the Hospital.

8.5 Floating

While the Hospital retains the right to change a nurse's daily work assignment on a shift-by-shift basis in order to best meet patient care needs, a nurse will not be required to perform tasks or procedures for which the nurse has not been currently trained. In the event floating is necessary, a reasonable effort will be made to float a nurse within the nurse's specialty area; however, a nurse may be floated outside the nurse's specialty area as a staff helper, unless the nurse agrees and is qualified to take a patient care assignment. Any nurse required to float shall receive adequate orientation appropriate for the assignment. A nurse may inform the Charge Nurse of any task or procedure for which the nurse feels inadequately trained.

8.5.1 Float Pool Premium

Any full-time or part-time nurse (no less than a designated .6 FTE status position with hours consistently worked at that level) 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, in addition to the nurse's regular rate.

8.6 Inservice Education

A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if nurse attendance is mandatory. The functions of inservice education shall be:

- a. to promote the safe and intelligent care of the patient;
- b. to develop staff potential; and

- c. 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 inservice education shall be: to review the philosophy, objectives and functions of inservice 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. Nurses have an ongoing responsibility to the Hospital and the patients it serves to maintain and increase their skills and knowledge by the continuing education process. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Hospital to attend inservice education during off-duty hours will be paid at the appropriate rate of pay. (However, the Charge Nurse or Specialty Coordinator premium shall only be paid for an inservice program relevant to the Charge Nurse or Specialty Coordinator role, not nursing care programs.) The Hospital will make a good faith effort to provide contact hours for continuing education programs.

8.7 Educational and Professional Leave

Nurses may be allowed up to forty-eight (48) hours of paid educational/professional leave, including time for online educational/professional offerings, per fiscal year; provided, however, such leave shall be subject to budgetary considerations, scheduling requirements of the Hospital and approval by the appropriate nursing Director/Manager. Regarding such leave, a nurse shall upon written request to the Hospital be granted paid educational/professional leave during the fiscal year for clinically relevant education related to the nurse's position at OHMC, so long as scheduling requirements of the Hospital and approval of the Director/Manager are met, in the following amounts of paid educational/professional leave for full-time or part-time nurses based upon a nurse's designated FTE status with hours consistently worked at that level (or on-call nurses with that same service level consistently worked) in the past calendar year:

<u>FTE Status</u>	<u>Hours Education Leave</u>
.4-.6 FTE	Twelve (12) Hours
.7-.9 FTE	Twenty-four (24) Hours
1.0 FTE	Forty (40) Hours

8.8 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. Nurses who request to

return to work in accordance with an approved leave of absence shall be eligible to apply as a current employee for the first available opening for which the nurse is qualified.

ARTICLE 9 - SENIORITY

9.1 Seniority Definition

Seniority shall mean a nurse's continuous length of service as a full-time or part-time registered nurse based upon bargaining unit hours paid by the Hospital (as well as unpaid "low census hours") from most recent date of hire. (Time spent on nonpaid leaves of absence shall not be counted.) 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.

9.1.1 Seniority "Freeze & Bridge"

Should a bargaining unit nurse transfer to a non-bargaining unit position, the nurse's existing seniority hours shall be "frozen" at the amount accrued at that time. If a non-bargaining unit employee transfers to a bargaining unit position, at that time any prior seniority of the nurse shall be restored ("bridged") to its previous level.

9.2 Reallocation

A reallocation is a redistribution of nursing positions when deemed necessary by the Hospital regarding its determination that there is an imbalance of core staffing for shifts on a unit or when it merges two or more units. When the Hospital proceeds with a reallocation, the following procedures shall be followed:

9.2.1 Units Not Reallocated

At the Hospital's discretion, any current open positions on units not reallocating (positions that were open before the reallocation) will be posted for intra-unit bidding for full-time and part-time nurses only, not to exceed seven (7) calendar days. It is intended that such open positions will be assigned by the Hospital within seven (7) calendar days thereafter. Once the initial vacancy is filled, the resulting vacancy shall be available to the reallocating unit(s). Seniority shall be the determining factor in making assignments, providing skill, competence and ability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and unit based standards.

9.2.2 Reallocated Units

Positions within a reallocated unit(s) will be posted for full-time and part-time nurses only within those units(s) first and open to intra-unit staff for bidding for full-time and part-time nurses only for a period of seven (7) calendar days. The posting will include the total number of required full time equivalent (FTE) staff per shift, and the total number of staff required to fill the available FTE's. It will also include the current number of FTE's and the current number of staff on each shift.

9.2.3 Nurse Reallocation Considerations

To be considered in the reallocation process, a nurse within a reallocated unit must submit a bid during the job posting period to his/her Director/Manager on a form developed by the Employer. The Employer may modify the form as it deems necessary to fit the reallocation situation involved. Such form shall include: current shift, current hours worked, first choice of shift and FTE, and second choice of shift and FTE. While a nurse may bid for a position on any shift, the nurse may only bid for an FTE status equal to or less than the nurse's current FTE status.

9.2.4 Reallocation Bids & Absent Nurses

The Director/Manager shall attempt to inform about the reallocation bid process (by telephone and/or regular mail) any nurse in a reallocated unit who during the entire time allocated for the bidding process is on vacation, absent for an extended illness, or is on a leave of absence. Reallocation bids from these nurses must be submitted in writing with the information requested by the Director/Manager.

9.2.5 Reallocation & Seniority

Seniority shall be the determining factor in making reallocation assignments, providing skill, competence and ability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and unit based standards.

9.2.6 Reallocation & Schedule Changes

It is understood that the Hospital has the discretion to modify days off and weekend rotation patterns as it deems necessary, and that this may be disruptive to nurses' personal lives. While the Hospital will make a good faith effort to minimize such disruption, it will make its decision based on its assessment of staffing needs of the reallocated units. If, as the result of a reallocation, days off and weekend rotation patterns are modified, affected nurses will receive fifteen (15) days notice prior to any such modification.

9.2.7 Reallocation Bid Response

A nurse will be notified of the result of his/her reallocation bid request in writing within seven (7) calendar days of the end of the posting period. A nurse who receives his/her first or second choice will have two (2) weeks to make the required change. Thereafter the change will occur on a date determined by the Hospital.

9.2.8 Reallocation & A Displaced Nurse

A displaced nurse (nurse who does not receive his/her first or second choice, or chooses not to submit a bid) will have the option after reallocation of accepting a comparable [as defined in Section 9.3.1(a)] open position at that time on any unit in the Hospital for which the Hospital deems the nurse qualified, or being laid off pursuant to Section 9.3, Layoff.

9.2.9 Reallocation Appeals

A nurse who disagrees with a decision regarding reallocation staff assignments is encouraged first to discuss those concerns with the Director/Manager. If the issue is not resolved to the nurse's satisfaction, the nurse may request that the assignment be reviewed by an appeals committee under this Section. The request for review must be submitted in writing (within ten (10) week days of being informed of the decision) to the Vice President, Patient Care Services, and the Local Unit Chairperson, and must specifically identify the issue(s). The appeals committee will consist of the Vice President, Patient Care Services, a representative from the Human Resources Department, two (2) Directors/Managers, and two (2) staff nurse members of the Conference Committee. The appeals committee will make its determination within ten (10) week days of receipt of the request. If the nurse disagrees with the determination of the appeals committee, the nurse may file a grievance within fifteen (15) week days from the date that the nurse was notified of the determination.

9.3 Layoff

In the event a permanent or prolonged reduction in designated positions is determined by the Hospital to be necessary resulting in the layoff of full-time or part-time nurses, the following procedures shall apply:

9.3.1 Layoff Notices

The Association shall be given notice of layoffs no less than seven (7) week days prior to bargaining unit nurses affected. The Hospital shall identify the number and full-time equivalent (FTE) status of the position(s) to be eliminated, as well as

shift(s) and unit(s). Fourteen (14) calendar days' advance notice of layoff shall be given to a nurse(s) who is being laid off.

9.3.1(a) Comparable Position Definition

For the purposes of this Section, a comparable position is defined as a position:

- (A) for which the Hospital determines the nurse is qualified, and
- (B) with a full time equivalent (FTE) status that is equal to or has a reduction of not more than .2 FTE as compared to the position previously held, or that the FTE status change has no negative impact on insurance benefit eligibility.

9.3.2 Layoffs & Functional Areas

Within the fourteen (14) calendar day notice period, the affected nurse may only displace the least senior full-time or part-time nurse within the same functional area (as identified by the Hospital) who also has a comparable position. For such displacement to occur, the nurse must be able in the opinion of the Hospital to perform the job in a qualified manner with an orientation period not to exceed three (3) weeks at full-time. (Also, if after reassignment pursuant to these layoff provisions, a nurse has not reached a satisfactory level of performance in the opinion of the Hospital after completing orientation to the new position, the nurse will be subject to immediate layoff.) If there are no nurses in a comparable position with less seniority within the functional area, the affected nurse will be laid off.

If there are affected nurses who are being laid off simultaneously within the same functional areas, the following procedure will be followed:

- A. The most senior of the affected nurses shall initiate the displacement process and may displace the least senior nurse within the functional area who has a comparable position;
- B. The second most senior of the affected nurses may then displace the least senior nurse in the functional area who has a comparable position;
- C. This same process may be used until all the affected nurses have had an opportunity to displace the least senior nurse with a comparable position.
- D. The Hospital retains the right to temporarily reassign nurses to alternative shifts and/or units or departments to ensure competent levels of nurses on each shift during the transition period.

E. Once a nurse has displaced another nurse, no further displacement opportunities will occur.

F. A nurse may waive layoff rights to displace a less senior nurse, may be laid off and may be placed on the recall roster under Sec. 9.4.

Consideration may be given to allow laid off nurses the option of working their regular work schedule [fourteen (14) day] or letting them leave after receiving notification of layoff and receiving regular pay (including preapproved education time) for that fourteen (14) day period.

9.3.3 Layoff & Comparable Position

If during the lay off process a nurse is offered a comparable position by the Hospital, and the nurse chooses not to accept it, the nurse forfeits the right to displace a less senior nurse.

9.3.4 Benefits at Time of Layoff

A nurse may have the option of cashing out accrued PTO and eligible EIB hours (pursuant to Section 14.6 of this Agreement) on the nurse's final paycheck, or to maintain hours on Hospital account in the event the nurse is recalled to work. A nurse who chooses to maintain hours on Hospital account may, at any time while on recall status, notify the Employer of his/her desire to cashout the balance of such hours, and will generally receive payment within two (2) weeks of receipt of written request to the Hospital's Human Resources Department. If a nurse has not cashed out such hours, at the end of the recall period the hours will be cashed out by the Human Resources Department. (For a nurse receiving Medical, Dental, Vision, Life Insurance and Long Term Disability benefits, these benefits will be in effect until the end of the month in which the nurse last works prior to layoff status. Medical, Dental and Vision insurance benefits may be continued on a self-pay basis under the COBRA program.) A nurse will not accrue benefits, wage longevity or seniority while on layoff status. (See, Sec. 9.4.3, On-Call Work While on Layoff.)

9.4 Recall

Nurses on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. Notification of open positions will be made by the Hospital to laid off nurses (within the same functional area) who have remained on the recall roster. Concurrently, the open positions will be posted intra-unit and housewide. Nurses placed on the reinstatement roster are responsible for providing updated address and telephone number information (including notification of contact phone number and address while out of town (*e.g.*, vacation, etc.) to the Human

Resources Director of the Hospital. The position will be offered to the most senior nurse of those indicating an interest (who the Hospital determines is qualified) pursuant to the following recall procedure:

9.4.1 Recall Procedure

When the Hospital determines that a position is available within a functional area, a laid off nurse on the recall roster in that functional area will be contacted by telephone or in writing (regular mail) and notified of the vacancy. The position may or may not be the same FTE and/or the same shift previously held by the nurse.

(A) A nurse may reject the position without loss of recall rights.

(B) A nurse must respond to the Hospital's Human Resources Department regarding his/her interest in the open position within ten (10) calendar days of the telephone call or date listed on the notification letter. The vacant position will be given to the most senior nurse, who the Hospital determines is qualified, who applies within the ten (10) calendar day period for the open position. The nurse will be expected to report to work as soon as possible, and no later than two (2) weeks after acceptance of the position.

9.4.2 Temporary Work While on Layoff

A nurse on layoff may accept a temporary position at the Hospital. At the conclusion of the temporary assignment the nurse will be returned to layoff status. During the temporary assignment, the nurse retains recall rights.

9.4.3 On-Call Work While on Layoff

A nurse on layoff who indicates a desire to perform on-call work, may do so without forfeiting layoff recall rights. It is understood that the nurse will be treated as an on-call nurse for wage, benefit and seniority purposes. The nurse will be scheduled to work in the same manner as other on-call nurses. In the event of low census the on-call nurse on layoff status will be released after other on-call nurses.

9.4.4 Benefits Upon Recall

Upon recall, a nurse shall resume accruing benefits, seniority and wage longevity service. Insurance benefit eligibility will be subject to existing eligibility plan requirements at the commencement of work after recall.

9.5 Termination

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting regular status employment with another hospital (except while on layoff status), refusal to accept a comparable job opening offered by the Hospital while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

9.5.1 Layoff Status Extension

When a laid off nurse has completed twelve (12) consecutive months of layoff, layoff status may be extended an additional six (6) months in lieu of termination if the Hospital's Human Resources Department receives such a written request from the nurse within the period of time fourteen (14) calendar days prior to the end of the twelve (12) month layoff period. If a nurse has worked in an on-call status throughout the recall period but has not been recalled, the nurse shall retain on-call status but recall rights shall cease.

9.6 Roster

In the event of a layoff, a seniority roster will be available at the Human Resources Department and in the staffing office. At that time a copy shall be sent to the Association. The Roster will be updated quarterly and prior to any layoff.

9.7 Low Census

During temporary periods of low census, the Hospital will determine the level of staffing it deems necessary, and shall release staff in the following order (provided skill, competence, ability and availability are not overriding factors based on the Hospital's opinion of mandatory established criteria of Hospital and unit based standards):

1. Short notice registry agency personnel;
2. Volunteers (the day off shall be counted for purposes of the rotations list);
3. Extended assignment agency/travel personnel; and
4. Nurses working overtime.

If the Hospital determines it still must "low census" staff, it shall seek to equitably rotate low census within a Hospital unit or functional area in this order:

1. On-call ["Recall nurses" after other on-call nurses];
2. Regular full-time and part-time nurses working extra shifts (a cancelled shift is not counted as a low census day); and
3. Regular full-time and part-time nurses in rotation, provided skill, competence, ability, and availability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and unit based standards for such on-call, regular full-time or part-time nurses.

It is understood that at any time the Hospital may elect (subject to Section 8.5, Floating) to float staff to other units based on its assessment of need (such as patient census, skill mix and acuity). If a nurse is placed on low census "out of turn" pursuant to the above guidelines, the nurse shall be "skipped" for the next applicable rotation.

The current method of tracking low census rotation in a work unit (*i.e.*, least total hour rotation, last date of low census, or percentage of low census hours to scheduled hours) shall be continued. This method shall be reviewed periodically with Conference Committee. A sign up sheet will be available from the Nurse Staffing Office for those who wish to volunteer for low census time off. Regularly scheduled nurses will notify the Nurse Staffing Office or other designated scheduling authority if they wish additional hours. Regularly scheduled nurses shall not be placed on low census if on-call nurses are working on a unit provided skill, competence, and ability are not overriding factors in the opinion of the Hospital based on mandatory established criteria of Hospital and unit based standards.

9.7.1 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) hours prior to day-shift starting time and not less than two (2) hours prior to evening and night-shift starting time.

9.7.2 Low Census

Nurses who report for work as scheduled (unless otherwise notified in advance) and 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. In the event the Hospital decides to begin a nurse's shift after its scheduled start time, such nurse shall be given the option of either being placed on low census for a period not to exceed four (4) hours or being placed on late start standby for a period not to exceed four (4) hours. The nurse shall not be subject to low census for the remainder of the shift. In the event the nurse is called back into work during the late

start standby period, he or she will be paid at time and one-half (1 1/2) for all time worked during the late start standby period. All hours worked during the late start standby period will be paid at the appropriate rate. Nurses who are placed on low census after working part of their shift shall be placed on low census for the entirety of the remainder of their scheduled shift. Nurses who are called off and subsequently are called and agree to work shall receive overtime pay for all hours worked beyond the end of the normal shift.

9.7.3 Benefits/Benefits Use During Low Census

Nurses who take low census on a voluntary or mandatory basis or who are scheduled to work but are released from duty due to low census shall continue to receive, as applicable, medical, dental and vision insurance coverage, PTO, EIB, seniority, step increases, and other benefits. Accrued PTO may be used during periods of low census in an amount necessary to equal lost wages for unpaid low census hours.

9.8 Job Openings

When a designated status job opening occurs within the bargaining unit, which the Hospital decides to fill, designated status nurses on the Nursing Unit where the opening has occurred and who apply in writing to the designated Director/Manager within the seven (7) calendar day preliminary posting period for that Nursing Unit, will be considered prior to other applicants. The preliminary posting will include pertinent known aspects of the position, including but not limited to the range of FTE status possibilities, shift, unit, minimum qualifications and total FTE availability.

Preliminary posting of such full-time, part-time and temporary job openings shall be on the Nursing Unit where the opening exists for a minimum of seven (7) calendar days. In the event that the Hospital concludes that no qualified nurses have timely applied during the preliminary posting period in the Nursing Unit, the Hospital may post the opening on the Hospital's Human Resources website. Such Human Resources website postings shall be for a minimum of seven (7) calendar days and the posting shall be updated at least every seven (7) calendar days. Nursing Unit preliminary postings and Human Resources website postings may be concurrent if it is unlikely that a designated status nurse from that Nursing Unit will apply. Seniority shall be the determining factor in filling such an opening, provided skill, competence and ability are not overriding factors based on the Hospital opinion of the mandatory established criteria of Hospital and unit based standards and the Employer determines that its staffing patterns and requirements are met. Also, the candidate's previous work experience will be considered. After a decision is made, all applicants who made a timely application will receive a response, and upon request, a written

statement of the reason for the decision within ten (10) working days of the request. If the Hospital 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. The Hospital will make the transfer within sixty (60) calendar days.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 Work Day

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

10.2 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.

10.3 Other Work Schedules

When mutually agreeable to the Hospital and the nurse, the normal workday may vary. Such innovative work schedules may be established by the Hospital with the prior written consent of the nurse involved, so long as the schedules do not negatively impact other nurses and are consistent with the provisions of this Agreement. When such written consent occurs, unless there is an emergency, the Hospital shall give a copy to the Local Unit Chairperson(s) seven (7) calendar days prior to implementation for the purpose of Association review. Where work schedules other than the eight (8) hour day work schedule 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 alternative work schedule, after at least fourteen (14) calendar days' advance notice to the nurse.

10.4 Schedule Posting

It is recognized and understood that deviations from the foregoing 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 Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) calendar 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 may be changed only by mutual consent.

10.5 Overtime

Overtime shall be compensated for at the rate of one-and-one-half (1-1/2) times the regular rate of pay for all time worked beyond the normal work day or normal work period. For purposes of computing overtime, the nurse's regular rate of pay shall include shift differential only if four (4) or more hours are worked on the designated shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Hospital as a matter of policy shall not reschedule a nurse for extra work because of time off with pay. Special high volume overtime shall be compensated for at the rate of two (2) times the regular rate of pay for all hours worked over twelve (12) in a work day for a nurse regularly assigned to an eight (8) hour day or a ten (10) hour day, or for all hours worked over fourteen (14) hours in a twelve (12) hour day.

10.6 Overtime Approval

All overtime must be approved by the Director/ Manager or designee. The Hospital and the Association agree that overtime should be discouraged. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one-and one-half (1-1/2) the regular rate which would result in compensation exceeding one-and-one-half (1-1/2) for the same hours worked, except as provided elsewhere in the contract.

10.7 Meal/Rest Periods

A nurse shall receive an unpaid meal period of one-half (1/2) hour when scheduled to work more than five (5) hours. A nurse required to remain on duty or in the Hospital during the meal period shall be compensated for such time at the appropriate rate of pay. For each four (4) hours of working time, a nurse shall be allowed one (1) paid rest period of fifteen (15) minutes.

10.8 Weekends

The Hospital 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 in a row, the second and not regularly scheduled weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the nurse's regular rate of pay. Vacations must be scheduled so as not to place the Hospital in an overtime condition in order to cover weekends. Every other weekend off cycles may be altered with at least two (2) weeks' notice prior to the start date of the next schedule. Subject to approval, nurses may request to trade weekends. The time and one-half (1-1/2) weekend premium rate

shall not apply to nurses who voluntarily agree to more frequent weekend duty or to nurses who have agreed to trade weekend work. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and/or Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and/or Saturday night. Every reasonable effort will be made to schedule nurses who have worked for the Hospital for more than twenty-five (25) tenure years as an RN off on weekends. A "tenure year" in this section means 1664 paid hours in a year or twelve months, whichever comes last. This section shall not apply to individuals who have agreed to alternative work schedules including regularly assigned weekend work.

10.8.1 Weekend Premium

A registered nurse who works on a weekend shall receive a weekend hourly premium of four dollars and twenty-five cents (\$4.25) added to the nurse's regular rate of pay for each hour worked on the weekend prior to any overtime calculations. For this section weekend is defined as any hours worked from the beginning of night shift on Friday to the end of the evening shift on Sunday.

10.9 Time Off Between Shifts

In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1-1/2). This Section shall not apply to standby and callback assignments performed pursuant to Article 12.

10.10 Shift Rotation

In the event the Hospital is planning to use shift rotation, the Hospital shall follow the procedures of Section 8.2, Staffing, for notice to the Local Unit Chair and discussion with affected nurses. Where shift rotation is required by the Hospital 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.

ARTICLE 11 - COMPENSATION

11.1 Wage Rates

Nurses covered by this Agreement shall be paid the following base rates of pay:

	07/29/2007	05/12/2008	05/11/2009	05/10/2010
Base	24.16	25.13	26.13	27.18
Step 1	25.01	26.01	27.05	28.13
Step 2	26.03	27.07	28.15	29.28
Step 3	27.10	28.18	29.31	30.48
Step 4	28.19	29.32	30.49	31.71
Step 5	29.26	30.43	31.65	32.91
Step 6	30.34	31.55	32.82	34.13
Step 7	31.39	32.65	33.95	35.31
Step 8	32.46	33.76	35.11	36.51
Step 9	33.48	34.82	36.21	37.66
Step 10	34.54	35.92	37.36	38.85
Step 11	35.16	36.57	38.03	39.55
Step 12	35.78	37.21	38.70	40.25
Step 13	36.35	37.80	39.32	40.89
Step 14	37.00	38.48	40.02	41.62
Step 15	37.64	39.15	40.71	42.34
Step 16	38.17	39.70	41.28	42.94
Step 18	38.70	40.64	42.67	44.37
Step 20	39.64	41.62	43.70	45.45
Step 22	40.63	42.66	44.79	46.59
Step 24				48.67
Step 25	42.45	44.57	46.80	48.67
Step 26				49.64
Step 28	43.73	45.92	48.21	50.63

Wage increases, longevity increments and any benefits adjustments set forth in this Agreement shall become effective at the start of the payroll period in which one year has been completed since the date of hire or the effective date of the last completed longevity increment, whichever is later. (See also, Section 5.9, Month and Year.)

11.2 Recognition for Past Experience

Full-time and part-time nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale in Section 11.1, Wage Rates. For purposes of this Section, "continuous recent nursing experience" is defined as direct patient care nurse experience (*e.g.*, acute care hospital, clinic, nursing home, home health, hospice, etc.) as determined appropriate in the opinion of the Hospital's Assessment Team (Hiring Director/Manager, Director of Patient Care Services and the Nurse Recruiter). Other nursing experience may also be credited as determined appropriate in the opinion of the Hospital's Assessment Team.

11.2.1 Short-Term Break in Service

In the event a nurse terminates from employment at Overlake Hospital and is rehired within one (1) year of the termination date, the nurse's employment will be bridged, and the original hire date will be reinstated for the purpose of seniority and applicable benefits. The nurse will return at the same wage step level and partial tenure completed at the time of the nurse's termination. The nurse would still be required to complete all new hire application procedures and attend Hospital orientation, and will have a new probationary period. Decisions regarding the need for Departmental and/or nursing orientation will be made by the Director/Manager.

11.3 Merit Premium

Any nurse currently receiving merit premium shall continue to receive such premium, at the amount fixed at the time this Agreement went into effect, in addition to the applicable base rate set forth in this Agreement.

11.4 Overscale Condition

Any nurse currently paid more than the base rate of pay for their longevity step shall maintain that cents per hour over scale condition for the term of this Agreement.

11.5 Wage and Benefit Minimums

The Hospital shall be permitted to pay wages and/or benefits in excess of those provided by this Agreement in order to compete for qualified nurses in a changing economic environment. Should the Hospital elect to increase wages and/or benefits, it shall give written notice to the Local Unit Chairperson(s) ten (10) calendar days prior to implementation for the purpose of Association review. The term "wages and/or benefits" as used in this section does not include the granting of Hospital seniority, as defined in Section 9.1, based on a nurse's past experience.

ARTICLE 12 - OTHER COMPENSATION

12.1 Shift Differential

Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour. Nurses assigned to work the third (11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars and fifty cents (\$4.50) per hour over the regular hourly rate of pay. 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.

12.2 Standby Pay

Nurses placed on standby status off hospital premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour for all standby hours up to fifty (50) in a pay period. For high-volume standby in excess of fifty (50) standby hours per pay period, a nurse shall receive a total of four dollars and fifty cents (\$4.50) per hour for all standby hours over fifty (50) standby hours up to and including one hundred (100) standby hours in a pay period, and a total of five dollars and twenty-five cents (\$5.25) per hour for all standby hours over one hundred (100) standby hours in a pay period. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits. Signal devices shall be provided to nurses on standby for temporary use for those who request them. Nurses placed on low census will not be required to be on standby.

12.3 Callback Pay

Any nurse called back to work from standby status shall be compensated at the rate of time and one half (1 - 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back from off the premises, the nurse shall receive such time and one-half (1 - 1/2) for a minimum of three (3) hours (which shall include any actual time worked). Travel time to and from the Hospital shall not be considered time worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift. Actual time worked in callback shall count as straight-time worked for benefit accrual.

12.3.1 Holiday Callback Pay

Any nurse called back to work from standby status on holidays shall be compensated at the rate of double time (2x) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back from off the premises, the nurse shall receive such double time (2x) for a minimum of three (3) hours (which shall include any actual time worked). Travel time to and from the Hospital shall not be considered time worked.

12.4 Charge Nurse/Specialty Coordinator Pay

Any nurse assigned as a Charge Nurse or Specialty Coordinator during hours from 7:00 a.m. through 11:00 p.m. shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour over the regular rate of pay. Any nurse assigned as a Charge Nurse or Specialty Coordinator during hours from 11:00 p.m. through 7:00 a.m. shall be paid a premium of five dollars (\$5.00) per hour over the regular rate

of pay. Any nurse assigned as Relief Charge Nurse shall receive one dollar and seventy-five cents (\$1.75) per hour over the regular rate of pay.

12.5 Preceptor Premium

The preceptor premium shall be one dollar and fifty cents (\$1.50) per assigned hour.

12.6 Certification Pay

The certification premium shall be one dollar and twenty-five cents (\$1.25) per authorized hour. In addition, employees shall be eligible to receive a certification stipend (for related continuing education and certification or recertification examination costs) according to the following criteria:

12.6.1 Full-Time & Part-Time Nurses

A full-time or part-time nurse must have completed the probationary period, must have been employed for at least six (6) months, and annually shall be limited to a maximum stipend payment of a total of three hundred and twenty-five dollars (\$325) for the year (Fiscal year running from July 1 through June 30).

12.6.2 On-Call Nurses

An on-call nurse must have been employed for at least six (6) months, must meet prescheduling requirements, must work a minimum of twenty-four (24) eight (8) hour shifts (or 192 hours) during every six (6) months, and annually shall be limited to a maximum stipend payment of a total of one hundred and seventy-five dollars (\$175) for the year (Fiscal year running from July 1 through June 30).

12.7 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 (1-1/2) the regular rate of pay.

12.8 Work on Day Off

Full-time nurses called in on their day off shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay for the hours worked.

12.9 Temporary Assignment

Temporary assignment to a higher paid position within the bargaining unit for eight (8) or more consecutive hours shall be compensated at the higher rate of pay.

12.10 Change in Classification

A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

12.11 Bonus Shifts

Effective June 1, 2008, in the event that the Hospital offers a bonus or premium above that required by the contract for work on shifts that have not been filled after the schedule has been posted, the Hospital shall post in advance of offering the premium or bonus the following information on the intranet and in the Staffing Office: the units that are eligible for the bonus or premium, the start and end dates of the program, the amount of the bonus or premium, and other requirements associated with the premium or bonus.

ARTICLE 13 - PAID TIME OFF

13. Paid Time Off (PTO) Program

13.1 Paid Time Off Program

The Paid Time Off (PTO) program provides eligible nurses with appropriate compensation during holidays, vacation time, and periods of illness or injury for the nurse or to care for a dependent child (including child over 18 years old with a disability) with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, grandparent or domestic partner of a nurse in the event of a serious health condition or an emergency condition pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse's personal needs or desires.

13.2 Rate of Accrual

PTO hours will accrue on all hours paid (excluding standby) and low census hours, based on the following accrual rates multiplied by the number of paid hours per pay period, up to a maximum of 80 hours per pay period:

Completed Years of Service ¹	Accrual Rate Per Hour Paid	Max. Accrual Per Pay Period	Max Accrual Per Year
0 - 2	.08846	7.0768 hrs	184 hrs (23 days)
3 - 4	.11923	9.5384hrs	248 hrs (31 days)
5 - 6	.12308	9.8464 hrs	256 hrs (32 days)
7 - 8	.12692	10.1536 hrs	264 hrs (33 days)
9 - 10	.13077	10.4616 hrs	272 hrs (34 days)
11 or more	.13846	11.0768 hrs	288 hrs (36 days)

¹Under this Agreement, for PTO and EIB purposes a year is defined in Section 5.9.

Accrual of PTO begins upon the first day of employment and nurses are eligible to use any accrued PTO in the pay period immediately following the accrual.

13.3 Paid Time Off Schedule

All PTO must be scheduled in accordance with the Hospital policies and be approved by nursing administration. General guidelines for scheduling PTO shall be developed by the Hospital on a work unit basis through collaborative consultation with employees in each work unit and their Director/Manager. Copies of the policies will be provided to the WSNA Chair(s) after they are written, and may be submitted to Conference Committee for review/discussion purposes.

The Hospital shall have the right to schedule PTO in such a way as will least interfere with patient care and workload requirements. Patient care needs will take precedence over individual requests. Generally PTO may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Once time off is approved by the Director/Manager or designee, the nurse involved shall not be asked or required to find a replacement for the scheduled time off. In the event that a nurse requests time off and that request is denied, the nurse may arrange with an on-call nurse to work the shifts for which the nurse requested time off, subject to Manager/Director approval. Additionally, once a schedule is posted, a nurse may arrange with an on-call nurse to work a scheduled shift, subject to Manager/Director approval.

13.4 Maximum Accumulation

PTO may accumulate up to two (2) times a nurse's annual accrual rate. A nurse will not cease to accrue PTO without receiving prior written notification from

the Hospital nor will a nurse lose accrued PTO if the Hospital was unable to schedule the time off.

13.5 Paid Time Off Pay Rate

PTO pay shall be the amount the nurse would have earned had the nurse worked during the period of PTO at the nurse's normal rate of pay, which includes base rate of pay, certification premium and shift differential but excludes weekend premium, charge nurse/relief charge nurse/specialty coordinator/team leader premiums, and all other compensation.

13.6 Work on Holidays

All full-time, part-time and on-call nurses who work on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day shall be paid at the rate of one-and-one-half (1-1/2) times the nurse's regular rate of pay for all regular hours worked on the holiday. Time worked in excess of the normal work day on one of the above designated holidays shall be paid at the double time rate of pay. (For the purposes of this section, New Years Day shall be recognized from 3:00 p.m. December 31 to 3:00 p.m. January 1. Further, for the night shift only, beginning with the 2001 Winter Holiday Season, Christmas Eve Day shall be recognized from 10:45 p.m. December 24 to 10:45 p.m. December 25, and Christmas Day shall be recognized from 10:45 p.m. December 25 to 10:45 p.m. December 26.)

13.7 Use of PTO on Holidays

Eligible nurses may use PTO hours on a Holiday whether or not the Holiday is worked. The maximum number of PTO hours which may be used will be limited to the employee's regular scheduled shift of work on that day.

13.8 Cash Alternative

Nurses may make an irrevocable election during open enrollment of the preceding year (December) to receive a cash payment from their PTO bank during a specified time period during the year. A minimum of ten (10) hours may be requested and a minimum of forty (40) hours must remain in the PTO bank following the cash-out. Cash-out of PTO hours will be paid at the nurse's normal rate of pay (as defined in Section 13.5) at that time. In the event that the minimum requirements are not attainable at the time the cash-out is to be made, the amount of the cashout will be adjusted to maintain the minimum requirements.

13.8.1 Financial Hardship

Nurses may apply for a cash-out of a portion of accrued PTO hours under the criteria "Financial Hardship or Unforeseeable Emergency" as defined by the Internal Revenue Service "Treasury Regulation Section 1.457 (b)(4)." Cash-out of PTO hours will be paid at the normal rate of pay (as defined in Section 13.5). The minimum PTO hours requirements for use and PTO bank balance as stated in Section 13.8 are applicable to financial hardship situations.

13.9 Shared Leave Program

Nurses may donate a portion of their PTO hours to an eligible co-worker in times of an extraordinary need related to illness, injury, or financial hardship (as defined in Section 13.8.1) of the co-worker or the co-worker's qualified dependent.

13.9.1 Criteria for Donating PTO Hours

Nurses donating PTO hours must retain a minimum of eighty (80) hours of PTO following their donation. Donations will remain confidential and will be processed in the order received in the Employer's Human Resources Department. PTO hours may be donated only to the extent that they are necessary to supplement the receiving employee's base pay under Section 13.9. Donated PTO hours will be calculated on a dollar equivalent basis by the Human Resources Department.

13.9.2 Criteria for Receiving PTO Hours

Employees receiving PTO hours must be benefit eligible and must have already exhausted all of their own PTO hours. Extended Illness Bank hours, as established in Article 14, must also be first exhausted if the absence is due to personal illness or injury. Shared leave hours that are donated will be paid at the receiving employee's base rate of pay.

13.10 Payment on Termination

After completion of one (1) calendar year of employment, nurses shall be paid upon termination of employment for all PTO hours accrued and unused; provided however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) day prior written notice, or to those nurses who are discharged for cause.

ARTICLE 14 - EXTENDED ILLNESS BANK

14.1 Extended Illness Bank

The Extended Illness Bank (EIB) program provides all eligible nurses with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies.

14.2 Use of EIB Hours and EIB Pay Rate

EIB hours are available following completion of two (2) consecutive normal work days of absence (or after sixteen (16) consecutive work hours of absence) from an employee's scheduled shifts due to illness and/or injury. The EIB pay rate shall be determined in the same manner as the PTO pay rate under Section 13.5 of this Agreement.

14.2.1 Immediate Access to EIB

In the following specific situations, a nurse may directly access accrued EIB hours without first completing another two (2) consecutive normal work days or sixteen (16) consecutive work hours of the employee's scheduled shifts:

a. When the nurse is allowed to return to work after two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence to a position which is less than the nurse's regular work schedule due to a medical condition. A nurse may supplement pay with EIB hours up to the nurse's FTE status.

b. When the nurse returns to work following two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence due to illness or injury and such condition worsens, therefore, not allowing the nurse to continue to work.

c. When the nurse has been hospitalized for overnight stay of at least one (1) night a nurse may access EIB for absences on scheduled work days, or when the nurse submits to the Director/Manager a physician's authorization for outpatient procedures calling for preapproval of three (3) days of more recovery (day of the procedure plus two (2) or more additional recovery days projected to be needed).

14.2.2 Work Related Illness/Injury

A nurse may directly access EIB hours without first completing two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence

when he/she has been authorized by a physician for time loss due to a qualified work related illness/injury. EIB hours will only be authorized to supplement lost net wages not covered and paid through the Hospital's Self-Insured Worker's Compensation program.

EIB hours may not be used for follow-up care and/or appointments after a full release to return to work has been authorized by the nurse's physician.

14.3 Rate of Accrual

EIB hours will accrue on all hours paid (excluding standby) at a rate of .02692 multiplied by the number of paid hours per pay period, up to a maximum of eighty (80) hours per pay period. The maximum accrual per pay period is 2.1536 hours (56 hours per year).

Accrual of EIB hours will begin upon hire and nurses are eligible to use any accrued EIB hours in the pay period immediately following the accrual, provided the provisions of Article 14.2 have been met.

The maximum accumulation of EIB hours shall be limited to six hundred (600) hours.

14.4 Absence Due to Illness Notification

Nurses working the first (day) shift shall notify the Nurse Staffing Office or other designated scheduling authority 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 Nurse Staffing Office or other designated scheduling authority 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 Nurse Staffing Office or other designated scheduling authority 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 PTO or EIB leave for that day. Prior to payment for PTO or EIB hours, reasonable proof of illness may be required which may, at the request of the Hospital, include a written physician's statement. Proven abuse of time off for PTO or EIB may be grounds for discharge.

14.5 Use of EIB for Other Family Members

In the event of a health condition of a nurse's child that requires treatment or supervision or in the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law, grandparent or domestic partner of a nurse, such nurse may access EIB hours under the same provisions as stated in Section 14.2. A nurse

may access up to 32 EIB hours per calendar year for anyone functioning in the role of a child or parent under the same provisions as stated in Section 14.2.

14.6 EIB Partial Cashout

Upon termination for other than just cause, for each year of service (as defined for longevity (wage) increment purposes in Section 5.9) after five (5) years of service a nurse shall receive payment at the base rate equal to one percent (1%) of the nurse's accrued but unused total bank of EIB hours:

Years of Service	Percentage of Hours Paid
0 to 5 years	0%
Over 5 years to 6 years	5%
Over 6 years to 7 years	6%
Over 7 years to 8 years	7%
(etc.)	(etc.)

ARTICLE 15 - MEDICAL AND INSURANCE BENEFITS

15.1 Flexible Benefits Program

Beginning the first of the month following one month of continuous employment, all full-time and all part-time nurses designated as six tenths of a "full time equivalent" (.6 FTE position or more and regularly scheduled to work twenty-four (24) or more hours per week or forty-eight (48) hours or more per pay period shall be included under and covered by the Hospital's group insurance program. Presently this program is designed as a "flexible benefits" plan providing medical, surgical, hospital, dental, vision, and other insurance benefits and options (such as long term disability protection, and the optional "125 Plan"). Participation in medical, dental and any other insurance benefits programs or options shall be subject to specific plan eligibility requirements. The Hospital shall only be required to pay an individual nurse's minimum premium (*e.g.*, not any dependent coverage premiums or higher premiums due to optional coverage above minimum provided by a "hospital sponsored plan") if the nurse is participating in one of the plans the Hospital has formally recognized as a "hospital sponsored plan." All other expenses and costs shall be paid by an individual nurse as required by a plan or option. In the event the Hospital modifies its current plans or options, (*e.g.*, discontinuation of the "125 Plan"), or provides an alternative plan(s) the Hospital will discuss the proposed plan changes with the Association prior to implementation. The Hospital shall identify a contact person through Human Resources who will be responsible for answering questions from nurses regarding insurance plans.

15.2 Health Tests

All nurses shall receive a tuberculin skin test or chest X-ray as required by the State of Washington. Upon request, a routine blood examination (CBC) and urinalysis will be provided at the Hospital at no cost to the nurse once each year.

15.3 Other Insurance

The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. Nurses shall be permitted to participate in accordance with plan terms in the group term life insurance program as follows:

15.3.1 Full-time nurses shall be provided with coverage equal to their base annual salary.

15.3.2 Part-time nurses at .6 to .9 FTE shall be provided \$10,000 coverage.

15.4 Retirement Plan

The Hospital will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Hospital's plan. In the event the Hospital modifies its retirement plan or provides an alternative plan(s), the Hospital will discuss the proposed plan changes with the Association prior to implementation. Once a year the Hospital will hold an open meeting forum, that is separate from the Hospital's Benefits Fair and available for all shifts to attend, to help nurses obtain information on the existing retirement plan.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 In General

All leaves of absence are to be requested from the Hospital 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 Hospital within thirty (30) days of receipt of the employee's written request.

16.2 Health and Family Leave

16.2.1 Family & Medical Leave

An eligible nurse shall be entitled to take leave of absence under the procedures of this Section. An eligible nurse is one who has completed the probationary period and is working in a designated status position of .6 FTE or more.

(A) Leave may be taken for up to sixteen (16) workweeks during a twelve (12) month period (measured forward from the date the nurse first takes family and medical leave under this Section) to care for (1) the nurse's newborn child, newly adopted child, or newly placed foster child; (2) the nurse's spouse, child or parent with a serious health condition; or (3) the nurse's own serious health condition that leaves the nurse unable to perform the essential functions of the job. (A serious health condition is defined as an illness, injury, impairment or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.) Such leave is in addition to any maternity disability (Sec. 16.2.2) leave that may be required for the actual period of disability associated with pregnancy or childbirth.

(B) A nurse must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Hospital may require certification from a health care provider of the need for and probable duration of leave, with such certification provided to the Hospital within fifteen (15) days of notice for such. Should it deem necessary, the Hospital may (at its expense) obtain an opinion from a second health care provider of the Hospital's choosing, or third health care provider chosen jointly by the nurse and the Hospital should there be a continuing disagreement on the need for such leave.

(C) If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Hospital operations. Approved leave may be granted for up to the sixteen (16) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 16.2(B), the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Hospital may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

(D) If a nurse takes leave to care for the nurse's newborn child, newly adopted child, or newly placed foster child, the nurse may elect to use available accrued paid time off (PTO) hours while on family and medical leave (unless the nurse is receiving paid insurance benefits under Section 16.2.1(E), and in such case the Hospital will require the nurse to use accrued PTO hours; however, a nurse may maintain a balance of forty (40) hours for use only after return to regular position). If the nurse takes leave to care for him or herself or a sick child with a serious illness, the nurse may use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave (unless the nurse is receiving paid insurance benefits under Section 16.2.1(E), and in such case the Hospital will require

the nurse to use accrued PTO and EIB hours; however, a nurse may maintain a balance of forty (40) hours for use only after return to regular position).

(E) For the duration of an approved leave under this Section for a nurse who has been employed for at least twelve (12) months and during the previous twelve (12) month period worked at least 1248 hours for the Hospital, the Hospital will continue the nurse's existing health insurance (medical, dental and vision) for up to twelve (12) weeks under the same conditions as would have been provided to the nurse if the nurse were not on such leave. (If such a nurse does not return to work from such leave, the nurse must reimburse the Hospital for all premiums paid for the nurse during such leave unless the reason for not returning is not within the nurse's control; e.g., permanent disability, layoff, etc.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during the unpaid portion of such leave. While a nurse is on family and medical leave, the Hospital may require the nurse to report to the nurse's Director/Manager on a periodic basis (no more than monthly), regarding the nurse's status and intention to return to work. In the event a reallocation or layoff occurs while a nurse is on a leave, the nurse's position will be treated as if the nurse were working.

(F) If the nurse's absence from work for health reasons does not exceed twelve (12) weeks or the period of time in which the nurse is in a paid status (i.e., PTO, EIB) whichever is greater, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Time in a paid status may not be added to time in an unpaid status for the purpose of extending this return to work commitment. In the event the Hospital is required to fill the position following the first twelve (12) weeks of the nurse's leave due to business necessity, the nurse will be notified and given the opportunity to return to work. If the nurse elects not to return to work at that time, at the completion of the scheduled leave the nurse will be offered the first available position for which the nurse is qualified in the Hospital opinion of skill, competence and ability in relationship to mandatory established criteria of Hospital and unit based standards.

16.2.2 Other Health and Maternity Leave

When a nurse does not fall under the coverage of Section 16.2.1, Family & Medical Leave, upon completion of the probationary period, a leave without pay for up to six (6) months without loss of accrued benefits for health disability reasons shall be granted upon the recommendation of a physician. However, a nurse who is disabled due to pregnancy shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse's position will be treated as if the nurse were working. A nurse

on a leave of absence for any other health disability reason of ten (10) weeks or less shall be entitled to return to the position the nurse vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse's position will be treated as if the nurse were working. Leave for health disability reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the nurse to the first available position for which the nurse is qualified.

16.3 Military Leave

Leave required in order for a nurse to maintain status in 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.

16.4 Leave Without Pay

Nurses on 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.

16.5 Leave With Pay

Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Hospital.

16.6 Return From Leave

Nurses who return to work on a timely basis in accordance with an approved leave of absence shall be entitled to the first available opening for which the nurse is qualified in the Hospital opinion of the mandatory established standards.

16.7 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 Hospital in any judicial proceeding, shall be compensated by the Hospital for the difference between their jury duty/witness fee pay and their regular rate of pay. Nurses subpoenaed for other proceedings will be given unpaid release time.

16.8 Personal Leave

All full-time and part-time nurses shall be granted a minimum of three (3) days of personal leave per year without pay upon request; provided in the opinion of the Hospital such leave does not jeopardize service at the Hospital.

16.9 Bereavement Leave

Leave with pay up to twenty-four (24) hours may be allowed for death in the immediate family. Immediate family shall be defined as grandparent, parent, spouse, brother, sister, child, grandchild, mother-in-law or father-in-law, or anyone functioning in these roles. Additional time off may be granted up to a maximum of five (5) days where extensive travel is required to attend the funeral. Part-time staff may receive pay only to the extent that scheduled hours were lost while on bereavement leave.

16.10 Sabbatical

Upon completion of five (5) calendar years of continuous employment in a designated status position of .6 FTE or more, a registered nurse may request participation in this Agreement's sabbatical program. A sabbatical shall be without pay and loss of seniority or accrued benefit levels and will not exceed four (4) calendar months. The request must be submitted in writing during the month of January for that calendar year to the Director/Manager. The Hospital will determine whether to grant the sabbatical based upon its assessment of staffing needs, the employee role in a Nursing Unit, replacement cost considerations, and budget limits. Seniority shall also be considered if there is a timing conflict between two requests that would otherwise be granted. During the sabbatical or upon conclusion of the sabbatical, upon written notice to the Hospital the nurse will be eligible for the first open position for which the nurse is qualified in the Hospital opinion of skill, competence, and ability in relation to the mandatory established criteria of Hospital and unit based standards. [Sabbatical cannot be combined with other leave programs; however, a nurse may use accrued PTO during an approved sabbatical.]

ARTICLE 17 - COMMITTEES

17.1 Conference Committee

The Hospital, together with designated local unit representatives, shall establish, a Conference Committee for the purpose of review, discussion and interpretation of contract issues. From time to time, the Hospital may identify major program initiatives that call for speed and flexibility in planning and implementation. The Committee will function as a vehicle for the Hospital and nursing staff working in a collaborative and advisory capacity, to identify and/or react to contract related problems and to promote positive change in an expeditious manner by both intervention in selected issues and through recommendations made to Nursing Administration. The Committee shall be established on a permanent basis and meet not less than quarterly but more often should either party require a meeting. Committee composition shall be as follows: one (1) representative from the Human

Resources Department, two (2) representatives from Nursing Administration, one of whom shall be at not less than a Director/Manager level, the local unit chairperson(s) and two (2) representatives of the nursing staff.

17.1.1 Non-Voting Participants

A representative from Clinical Care Congress and a WSNA Staff Representative may attend Conference Committee meetings as a non-voting participant.

17.2 Nurse Practice Committee

The Nurse Practice Committee shall be inactive as long as nursing practice issues are being addressed by other Hospital standing committees. Should the above indicated condition change, the Nurse Practice Committee will be reinstated and in such an event its purpose shall be to discuss and improve nursing practices at the Hospital. The Committee shall develop specific objectives to be reviewed by the Hospital Administration. The Committee shall be entirely composed of staff nurses plus one (1) representative from Nursing Administration. The members of the committee (excluding the Nursing Administration representative) will be elected by staff nurses. The Committee will be representative of all clinical areas and shifts. Organizational aspects of the Committee shall be determined by the committee. Each Committee member shall be given release or compensatory time at the straight time rate for the time spent attending committee meetings. 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.

17.3 Committee Compensation

Participation on Committees is voluntary. Nurses shall, however, be compensated at the regular rate of pay or be given paid release time for all time spent on Hospital established committees when they are members of the committee and are required to attend committee meetings.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance Defined

A grievance is defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be

adjusted at the lowest possible level. If a grievance arises, it shall be informally submitted to the Director/Manager. If the grievance cannot be resolved, it shall be subject to the following grievance procedure.

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

Step 1. Nurse and Director/Manager.

Nurses shall first attempt to resolve the grievance by presenting the grievance in writing on a completed grievance form to their Director/Manager within fifteen (15) week days from the date the nurse was or should have been aware that the grievance existed. The Director/Manager shall be given ten (10) week days to meet with the grievant at Step 1 to try to resolve the problem. The Director/Manager shall have ten (10) week days from the meeting to issue the Step 1 Response Letter.

Step 2. Nurse, Local Unit Chairperson and Director of Patient Care Services.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance at Step 2 to the Director of Nursing Services (or designee) within ten (10) week days of the Director's/Manager's Step 1 Response Letter. A conference between the nurse (and the Local Unit Chairperson (or designee), if requested by the nurse), the Director of Nursing Services (or designee), and the Director of Human Resources (or designee) shall be held within ten (10) weekdays of the filing of the Step 2 grievance. The Director of Nursing Services (or designee) shall issue a written reply (Step 2 Response Letter) within ten (10) week days following the Step 2 meeting.

Step 3. Vice President 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 Step 3 within ten (10) week days of the Step 2 Response Letter to the Vice President, Patient Care Services. The Vice President of Patient Care Services and/or Vice President of Human Resources or designees will meet within ten (10) week days of receipt of the Step 3 grievance with the Association representative, and the grievant. The Vice President of Patient Care Services and/or Vice President of Human Resources or designee, shall

issue a written reply (Step 3 Response Letter) within ten (10) week days following the Step 3 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 and other requirements of this Article, the Association may submit the issue in writing to arbitration within ten (10) week days following the receipt of the Vice President of Patient Care Services' and/or Vice President of Human Resources' or Designee's written reply at Step 3 (Step 3 Response Letter). If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the American Arbitration Association, for the Pacific Northwest. 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. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

18.2

The Association may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing on a completed grievance form within fifteen (15) week days from the date the nurses were or should have been aware that the grievance existed. Such a grievance shall be filed at the appropriate step.

18.3

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void, and shall not be subject to this grievance procedure.

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

19.1

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, sit in, walkout, slowdown, sick-out, hand billing or other work stoppage or disruption of any nature whatsoever. In the event of any such action or a threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in such action will be subject to immediate dismissal.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Separability

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 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 Hospital and Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually and satisfactory replacement for such provision.

20.2 Amendments

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

20.3 Past Practices

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital. To the extent practical, the Hospital will communicate any changes in past practices to the nursing staff in advance of the change.

20.4 Complete Understanding

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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital 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 not specifically referred to 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.

ARTICLE 21 - DURATION

21.1 Duration and Renewal

This Agreement is effective at 12:01 a.m. on May 1, 2008, and shall continue in full force and effect through and including 12:00 midnight, April 30, 2011 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) calendar days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) calendar days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to April 30 of the year in which such notice to amend is timely given and at least sixty (60) calendar days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 8th day of May __, 2008.

OVERLAKE HOSPITAL MEDICAL CENTER

Craig L. Hendrickson

Craig L. Hendrickson
President and Chief Executive Officer

Marcia Johnson

Marcia Johnson, RN/MN, MHA
Vice President, Patient Care Services

Lisa Brock

Lisa Brock
Vice President, Human Resources

Barbara Berkau

Barbara Berkau, RN
Director, Nursing Services

Lisa Morten

Lisa Morten, PHR
Director, Human Resources

Peggy Jung-Simard

Peggy Jung-Simard, PHR
Employee Relations Specialist

Stephanie Banuelos

Stephanie Banuelos
Employee Relations Specialist

WASHINGTON STATE NURSES ASSOCIATION

Michael Sanderson

Michael Sanderson
WSNA General Counsel

Rosie Tillotson

Rosie Tillotson, RN MSN
WSNA Nurse Representative

Gail Cohen

Gail Cohen, RN
Negotiation Team

Eunice Bliss

Eunice Bliss, RN
Negotiation Team

Joelle Coffman

Joelle Coffman, RN
Negotiation Team

Pam Depolo, RN
Negotiation Team

Karen Kettner

Karen Kettner, RN
Negotiation Team

Pavlina Sebelova

Pavlina Sebelova, RN
Negotiation Team

Harriet Wallendahl, RN
Negotiation Team

APPENDIX A

ADVANCED CLINICAL LADDER I

DESCRIPTION

The ACLI nurse uses the nursing process in providing and coordinating care which is focused on assisting the patient and/or family to improve and/or maintain health. The ACLI nurse works with increasing independence to set standards for the delivery of quality patient care, assess the health needs of patients, using specialized knowledge and skills and anticipate the outcome of nursing interventions.

Nurses applying for ACLI must meet the following criteria. If criteria are met, credentialing will be for a period of one (1) year.

A. Experience/FTE Status

1. Minimum of twenty-four (24) months experience in an acute care setting.
2. Employed at OHMC for a minimum of twelve (12) months.
3. Minimum of six (6) months in current position at OHMC.
4. Fill a regularly scheduled position of at least .4 FTE or if in an on-call position, work an equivalent of a .4 FTE position.

B. Clinical Performance.

1. Annual clinical evaluation must meet standards in all categories.
2. Peer review to include:

peer of nurse's choice,
peer of Director's/Manager's choice: and
charge nurse, relief charge nurse, shift administrator or clinical
specialist.

clinical evaluation done by the above does not have to meet standards in
all categories.

Each individual identified above will provide a summary of the nurse's practice
in relation to the description of advanced level of practice.

3. A nurse making initial application for ACLI must submit four (4) written performance study summaries occurring within one (1) year prior to submission of the ACLI application, which verify the advanced level of practice noted in the Description of the ACLI Nurse. Thereafter, while any subsequent application must also be submitted with four (4) written performance study summaries occurring within one (1) year, two (2) must be from the current six (6) month period at time of application, and two (2) must be from the six (6) month period prior to that. (A nurse is not required to participate in the ACL program for consecutive years.) These studies can be situations involving patient/family, personnel and unit or Hospital issues that are indicative of the nurse's advanced level of practice in the unit. Nurses who do not deliver direct patient care, such as Charge Nurses, may describe unit related issues which influence patient care as examples of advanced practice.

C. Leadership/Continuing Education.

1. Attendance at seventy-five percent (75%) of unit staff meetings and/or unit proceedings in the previous twelve (12) months unless excused by the Director/Manager.
2. Attendance at fifty percent (50%) of Clinical Care Congress Quarterly meetings in the previous twelve (12) months period unless Staffing needs preclude attendance.
3. Specialty Nursing Certification (pursuant to Section 5.11 of the Agreement) is to be achieved within twelve (12) months; and/or twenty (20) contact hours of continuing education in your area of practice (as defined in Operating Guidelines for Evaluation).
4. Active participation in at least one hospital, unit, or Clinical Care Congress Committee[for the last twelve (12) months]. Verification of active participation must be provided by the committee chair or Director/Manager.

ADVANCED CLINICAL LADDER II

DESCRIPTION

The ACLII nurse assumes an increasingly autonomous role using the nursing process and clinical expertise in providing and coordinating holistic care. This care is focused on assisting the patient and/or family to improve and/or maintain health throughout the health care continuum. The ACLII nurse assumes a leadership role on the unit by establishing standards and methodologies for measuring the outcome of care applying research to clinical practice, and serving as a resource person for clinical issues in the area of specialization.

Nurses applying for ACLII must meet the following criteria. If met, credentialing will be for a period of one (1) year.

A. Experience/FTE Status.

1. Minimum of twelve (12) months worked as an ACLI nurse at OHMC.
2. Minimum of six (6) months in current position at OHMC.
3. Fill a regularly scheduled position of at least .6 FTE.

B. Clinical Performance.

1. Annual clinical evaluation must meet standards in all categories.
2. Peer review as described by clinical evaluation operating guidelines, to include:
 - peer of nurse's choice;
 - peer of Director/Manager and
 - charge nurse, relief charge nurse, shift administrator or clinical specialist.
 - Clinical evaluation done by the above does not have to meet standards in all categories.
 - Each individual identified above will provide a summary of the nurse's practice in relation to the description of advanced level of practice.

3. A nurse making initial application for ACLII must submit four (4) written performance study summaries occurring within one (1) year prior to submission of the ACLII application, which verify the advanced level of practice noted in the Description of the ACLII Nurse. Thereafter, any subsequent application must also be submitted with four (4) written performance study summaries occurring within one (1) year. (A nurse is not required to participate in the ACL program for consecutive years.) These studies can be situations involving patient/family personnel and unit or Hospital issues that are indicative of the nurse's advanced level of practice in the unit. Nurses who do not deliver direct patient care, such as Charge Nurses, may describe unit related issues which influence patient care as examples of advanced practice.

C. Leadership/Continuing Education.

1. Attendance at seventy-five percent (75%) of unit staff meetings and/or unit proceedings in the previous twelve (12) months unless excused by the Director/Manager.
2. Attendance at fifty percent (50%) of Clinical Care Congress Quarterly meetings in the previous twelve (12) month period unless Staffing needs preclude attendance.
3. Specialty certification (pursuant to Section 5.11 of the Agreement) and/or thirty (30) hours of continuing education in your area of practice.
4. Assumes formal and/or informal leadership role in at least one hospital, unit, or Clinical Care Congress Committee in the last twelve (12) months. Verification of participation must be provided by the committee chair or Director/Manager.

D. Research.

1. The ACLII nurse participates in at least one (1) project annually which influences the quality of care provided to a group of patients. The ACLII nurse should be primarily responsible for identification, and analysis of the patient care issue as well as recommending the implementing corrective action and evaluating results. This should be done in collaboration with and the approval of the Clinical Nurse Specialist and/or the Director/Manager. The ACLII nurse will be responsible for providing a brief written summary of each project.

APPENDIX B

SIDE LETTER

Between

OVERLAKE HOSPITAL MEDICAL CENTER

And

WASHINGTON STATE NURSES ASSOCIATION

Overlake Hospital Medical Center ("Hospital") and the Washington State Nurses Association ("Association") agree that:

1. Changed Circumstances. Should the Hospital identify changed circumstances in organizational and staffing requirements that it deems call for adjustment of the procedures in Sections 9.2 Reallocation, 9.3 Layoff, and 9.4 Recall, the Hospital may open such negotiations to modify the collective bargaining agreement in these Sections through negotiations in Conference Committee. It is understood that if such negotiations do occur, bargaining shall be in good faith and the terms of the Agreement between the parties may not be changed unilaterally while the Agreement is still in effect.

2. Functional Areas and Department/Work Units


<u>FUNCTIONAL AREA</u>	<u>DEPARTMENT/WORK UNIT</u>
(1) Med-Surg	E2, E3, W4, & IV Team, S4, S5, & Med Surg Float
(2) Critical Care	ER, S3 & Cath Lab
(3) Psych	Psych
(4) Perioperative	IPS, OPS, OPR, SPU, PeriOp Care Unit, & PACU Services
(5) MBU	W3, MBU, SCN, L&D, Post-Partum, & Lactation Services

3. Pay Practices for Coordinator.


(1) Specialty Coordinator shall receive premium for:

- (a) regular assigned shift hours and any contiguous overtime to such a shift; and
 - (b) Director/Manager approved training or meeting attendance directly related to coordinator duties.
- (2) Specialty Coordinator shall not receive premium for:
- (a) PTO/EIB hours,
 - (b) Hospital training or meeting attendance not directly related to coordinator duties,
 - (c) no callback hours, or any other hours.
- (3) It is understood that there shall be no concurrent service in charge nurse, relief charge nurse, team leader or specialty coordinator functions.

**FOR OVERLAKE HOSPITAL
MEDICAL CENTER**

By 
Date: 4/3/08

**FOR THE WASHINGTON STATE
NURSES ASSOCIATION**

By 
Date: 5/8/08

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into by and between Overlake Hospital Medical Center (the "Hospital" or "OHMC") and the Washington State Nurses Association (the "Association" or "WSNA") regarding the OHMC Clinical Care Congress ("Clinical Care Congress"). It is to be interpreted as a part of the current collective bargaining agreement between the Hospital and the Association for the life of the Agreement, and it replaces the Memorandum of Understanding (February 7, 1995) on this topic.

1. Clinical Care Congress Executive Committee. An employee representing the Association will become a nonvoting member of the Clinical Care Congress Executive Committee.

2. Conference Committee.

- a. A member of the Executive Committee of Clinical Care Congress who is also a WSNA bargaining unit member at the Hospital will attend Conference Committee between the Hospital and the Association under the current collective bargaining agreement ("Conference Committee") as a nonvoting member.
- b. During the term of the existing collective bargaining agreement currently in effect between the Association and the Hospital, the Hospital agrees that an Association staff representative may attend meetings of the Conference Committee.

3. Recognition, Retention and Recruitment Committee.

- a. Hospital employee representing the Association will become a nonvoting member of the Clinical Care Congress Recognition, Retention and Recruitment Committee ("Recognition, Retention and Recruitment Committee").
- b. If any member of the Recognition, Retention and Recruitment Committee, including the employee representing the Association, believes that a current topic of discussion may involve wages, hours or working conditions in a way that should not be discussed by the Recognition, Retention and Recruitment Committee, but instead should be discussed in Conference Committee, then that member may refer the matter to Conference Committee.

- c. If such a referral occurs, the next regularly scheduled meeting of Conference Committee shall have as one of its agenda items whether the referred topic is appropriate for discussion at the Recognition, Retention and Recruitment Committee. Where requested by either party, a special meeting of Conference Committee will be convened to address the referral. When a referral is made to either a regular or special meeting of Conference Committee then discussion on the topic shall cease at the Recognition, Retention and Recruitment Committee as to final decision or implementation on the topic in question until the concerns have been addressed at Conference Committee. Disagreement on Recognition, Retention and Recruitment Committee topics between the Association and the Hospital shall be resolved pursuant to Section 7 of this Memorandum.

4. Unit Based Staffing Committees.

- a. Each Unit Based Staffing Committee ("UBSC") will keep minutes describing the topics discussed. A copy of those minutes will be forwarded to Conference Committee and the Recognition, Retention and Recruitment Committee no later than ten (10) days after a Unit Based Staffing Committee has met and prior to their next meeting. If the Association has a concern about a UBSC topic in the minutes, the topic will be discussed at the next regularly scheduled meeting of Conference Committee. Where requested by either party, a special meeting of Conference Committee will be convened to discuss the topic. When the Association has expressed a concern about a UBSC topic, then discussion on the topic shall cease at the UBSC involved until the concerns have been addressed at Conference Committee. Disagreement on UBSC topics between the Association and the Hospital shall be resolved pursuant to Section 7 of this Memorandum.
- b. The Hospital will recommend to the Executive Committee of Clinical Care Congress that each departmental unit at the Hospital should have a UBSC, with participation from each shift. The basic goals and procedures for UBSC's shall be forwarded to all such groups.

5. Ongoing Discussion. The parties believe that by committing to open and timely communication when questions arise or issues arise and by working cooperatively to solve problems, we can significantly enhance the quality of work life for nursing staff at OHMC. In the event the Recognition, Retention and Recruitment Committee is referring a significant number of topics to the Conference Committee for review, or the Conference Committee is expressing concern about a significant

number of topics being discussed at the UBSC level, then the parties agree to a special meeting to discuss strategies and whether additional education may be necessary.

6. Future Questions. In the future, prior to filing any unfair labor practice charges against the Hospital related to Clinical Care Congress in any way, the Association agrees that it will request a special meeting with the Hospital to discuss the Association's concerns. The Hospital will respond to the Association's request for a meeting in a timely manner.

7. Disagreement Resolution. In the event that the Hospital or the Association disagrees after Conference Committee discussions under Section 3.c. or Section 4.a. of this Memorandum as to whether a Recognition, Retention and Recruitment Committee topic or UBSC topic is appropriate (because it involves wages, hours or working conditions in a way that should not be before such Committee, but instead must go through Conference Committee), then either the Hospital or the Association may refer the matter to special "bench" arbitration under this Section by serving written notice on the other party. The Hospital and Association shall then promptly select one (1) arbitrator from a previously agreed upon panel of five (5) mutually agreeable arbitrators. [The first arbitrator to be selected from the panel shall be the first listed alphabetically who is available for the "bench" hearing within two (2) weeks.] Each party shall bear its own costs, but the fee of the arbitrator shall be shared equally. The hearing shall be held on the Hospital campus if possible, it shall be no longer than one (1) day, and the arbitrator shall be required to issue a decision at the conclusion of the hearing (confirmed in writing). The arbitrator shall determine whether the topic at issue can be discussed at the Human Resources Committee or UBSC level in the manner proposed, or how the topic should be treated by the parties in the future.

Dated the 8th day of May 2004.

OVERLAKE HOSPITAL MEDICAL CENTER

By: *Susan Pagnon*

Its: *VP, HR*

WASHINGTON STATE NURSES ASSOCIATION

By: *Neil A. Jank*

Its: *5/8/08, Genl Counsel*

LETTER OF UNDERSTANDING

Between

OVERLAKE HOSPITAL MEDICAL CENTER

And

WASHINGTON STATE NURSES ASSOCIATION

This Letter of Understanding ("Letter") is entered into by and between Overlake Hospital Medical Center (the "Hospital" or "OHMC") and the Washington State Nurses Association (the "Association" or "WSNA") regarding Paid Time Off Schedule Section 13.3 of the current Collective Bargaining Agreement between the Hospital and the Association. The Hospital and the Association agree that:

1. Nurses will not be obliged to seek standby (call) coverage.

By: 

By: 

Date: 6/3/08

Date: 5/8/08

LETTER OF UNDERSTANDING

Between

OVERLAKE HOSPITAL MEDICAL CENTER

And

WASHINGTON STATE NURSES ASSOCIATION

This Letter of Understanding ("Letter") is entered into by and between Overlake Hospital Medical Center (the "Hospital") and the Washington State Nurses Association (the "Association").

The Hospital and the Association agree that during the term of this Agreement:

Nurses who (i) are in a designated FTE status position at the level of .8 FTE or greater, (ii) have been continuously employed in a designated FTE status position at the level of .8 FTE or greater for the entire calendar year (In order to transition in the initial year, nurses who apply for and are accepted into a position of at least .8 FTE or greater by May 30, 2008 are eligible if they are otherwise eligible as described herein), and (iii) work at least 1856 hours in the calendar year as measured from the start of the calendar year, shall:

(a) have the opportunity to attend a professional conference approved by the Hospital and shall receive reimbursement consistent with Hospital policy of their actual expenses up to \$2000. The intent of this opportunity is not to replace conference opportunities that have been offered historically. The conference opportunity provided by this section must be used within 12 months of the close of the calendar year in which the opportunity is awarded; and

(b) receive 80 additional PTO hours after working 1856 hours as measured from the start of the calendar year. After being notified that they have received the additional hours, such nurses may receive a cash payment, less withholding and deductions, at the next regularly scheduled payroll date from their PTO bank for the amount of hours awarded for working 1856 hours in the current calendar year. Cash-out of PTO hours will be paid at the nurse's normal rate of pay (as defined in Section 13.5). In the event that a nurse will not have a minimum of 40 hours in

his/her PTO bank after the cash-out is to be made, the amount of the cashout will be adjusted to maintain the minimum required balance of 40 hours of PTO.

Solely for the purpose of interpreting this letter of understanding, work hours include paid meeting time, paid education time, and mandatory low census hours.

By: *Sonny* By: *Michael A. Paul*
Date: *6/3/08* Date: *5/8/08*

SIDE LETTER

Between

OVERLAKE HOSPITAL MEDICAL CENTER

And

WASHINGTON STATE NURSES ASSOCIATION

Overlake Hospital Medical Center ("Hospital") and the Washington State Nurses Association ("Association") agree that applicants or nurses in certain bargaining unit positions or circumstances may be required to sign loan repayment agreements for certain voluntary programs. At this time, there are only four (4) such agreements, and the subjects they relate to are: moving relocation, agency "buyout", critical care residency/internship, and perioperative residency/internship. (These form agreements are attached to this Side Letter. Should the Hospital wish to pursue other subjects for such loan repayment agreements, it shall notify the Association, forward a draft agreement for review, and the parties shall meet and negotiate in good faith. Without mutual agreement between the Hospital and the Association, no new form agreements shall be implemented. It is understood by the parties, however, that the critical care form agreement may also be used for Labor & Delivery, Special Care, Nursery/NICU, and Emergency Department residency/internships.)

By: *[Signature]*

By: *[Signature]*

Date: *6/3/08*

Date: *5/10/08*

PREEMPLOYMENT AGENCY LOAN AGREEMENT

Name: _____, RN Social Security #: _____
Date of Hire: _____ Department: _____

Overlake Hospital Medical Center ("Overlake Hospital") and _____, RN ("Nurse"), wish to document the preemployment agency loan understandings between them. Nurse has nursing qualifications required by Overlake Hospital, but also has unique and special agency payment requirements regarding "buyout" obligations. Therefore, this Preemployment Agency Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

Description of Preemployment Agency Loan Agreement:

Overlake Hospital has offered Nurse a ____ FTE _____ shift position as an RN in the _____ Unit/Department. Subject to this Agreement, Overlake Hospital will make a special loan to Nurse by paying directly to _____ ("Agency") _____ Thousand Dollars (\$ _____) to "buyout" Agency's employment contract with Nurse.

Loan Repayment and Service Understandings:

Overlake Hospital shall forgive payment of this loan if Nurse works for Overlake Hospital as a Registered Nurse for a minimum of one (1) year at a minimum of a ____ FTE, pursuant to the following preemployment agency loan repayment conditions. [This one (1) year time period shall be calculated from the date Nurse begins working as an employee of Overlake Hospital ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign within one (1) year of Nurse's start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the Agency buyout loan of \$ _____ Thousand Dollars (\$ _____) at a prorated rate. For example, termination after six (6) months would require repayment of 50% of the Agency buyout loan [_____ Thousand Dollars (\$ _____)]. (Nurse is responsible for any personal tax payment and record filing that may be required.)

Nurse agrees to the above terms of this Preemployment Agency Loan Agreement, and voluntarily accepts its service and repayment requirements.

Nurse

Date

Spousal Consent:

Nurse's Spouse

Date

PREEMPLOYMENT MOVING LOAN AGREEMENT

Name: _____, RN Social Security #: _____
Date of Hire: _____ Department: _____

Overlake Hospital Medical Center ("Overlake Hospital") and _____, RN ("Nurse"), wish to document the preemployment moving loan understandings between them. Nurse has nursing qualifications required by Overlake Hospital, but also has unique and special short-term financial needs regarding family moving expenses. Therefore, this Preemployment Moving Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

Description of Preemployment Understanding and Moving Loan:

Overlake Hospital has offered Nurse a _____ FTE _____ shift position as an RN in the _____ Unit/Department. Subject to this Agreement, Overlake Hospital will make a special loan to Nurse of _____ Thousand Dollars (\$ _____) for preemployment family moving expenses (actual receipts to be submitted).

Loan Repayment and Service Understandings:

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse for a minimum of one (1) year at a minimum of a _____ FTE, pursuant to the following preemployment moving loan repayment conditions. [This one (1) year time period will be calculated from the date Nurse begins working at Overlake Hospital ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign within one (1) year of Nurse's start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the preemployment family moving loan of _____ Thousand Dollars (\$ _____) at a prorated rate. For example, termination after six (6) months would require repayment of 50% of the preemployment moving loan [_____ Thousand Dollars (\$ _____)]. (Nurse is responsible for any personal tax payment and record filing that may be required.)

Nurse agrees to the above terms of this Preemployment Moving Loan Agreement and voluntarily accept its service and repayment requirements.

Nurse

Date

Spousal Consent:

Nurse's Spouse

Date

**PERIOPERATIVE RESIDENCY/INTERNSHIP TUITION LOAN
AGREEMENT**

Name: _____, RN Social Security #: _____
Date of Hire: _____ Department: _____

Overlake Hospital Medical Center ("Overlake Hospital") and _____, RN ("Nurse") wish to document the Perioperative residency/internship tuition loan understandings between them. Nurse wishes for Overlake Hospital to fund Perioperative residency/internship tuition expenses, and Overlake Hospital has need for nurses with such qualifications. Therefore, this Perioperative Residency/Internship Tuition Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

Description Perioperative Residency/Internship Tuition Loan Understanding:

Nurse has applied for and been accepted into Overlake Hospital's Perioperative residency/internship program. Upon satisfactory completion of the program, Nurse shall owe Overlake Hospital \$2,000.

Perioperative Tuition Loan Repayment and Service Understandings:

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse in Perioperative Services for a minimum of one (1) year at a minimum of a _____ FTE. [This one (1) year period will be calculated from the date Nurse begins working at Overlake Hospital in Perioperative Services after satisfactory completion of the residency/internship ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from the Perioperative Services position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the loan of \$2,000 at a prorated rate. [For example, termination after six (6) months would require repayment of 50% of the loan (\$1,000).] Should Nurse quit the residency/internship program before completion, Nurse shall also repay the loan based on the percentage of the program completed. (Nurse is responsible for any personal tax payment and record filing that may be required.) However, a nurse who has not received an adequate residency program shall not be required to pay back any of the loan if the nurse resigns prior to one (1) year.

Nurse agrees to the above terms of this Perioperative Residency/Internship Tuition Loan Agreement, and voluntarily accepts its service and repayment requirements.

Nurse

Date

Spousal Consent:

Nurse's Spouse

Date

**CRITICAL CARE RESIDENCY/INTERNSHIP TUITION LOAN
AGREEMENT**

Name: _____, RN Social Security #: _____
Date of Hire: _____ Department: _____

Overlake Hospital Medical Center ("Overlake Hospital") and _____, RN ("Nurse") wish to document the Critical Care residency/internship tuition loan understandings between them. Nurse wishes for Overlake Hospital to fund Critical Care residency/internship tuition expenses; and Overlake Hospital has need for nurses with such qualifications. Therefore, this Critical Care Residency/Internship Tuition Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

Description of Critical Care Residency/Internship Tuition Loan Understanding:

Nurse has applied for and been accepted into Overlake Hospital's Critical Care residency/internship program. Upon satisfactory completion of the program, Nurse shall owe Overlake Hospital \$1,000.

Critical Care Loan Repayment and Service Understandings:

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse in Critical Care for a minimum of one (1) year at a minimum of a _____ FTE. [This one (1) year period will be calculated from the date Nurse begins working at Overlake Hospital in Critical Care after satisfactory completion of the residency/internship ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from the Critical Care position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the loan of \$1,000 at a prorated rate. [For example, termination after six (6) months would require repayment of 50% of the loan (\$500).] Should Nurse quit the residency/internship program before completion, Nurse shall also repay the loan based on the percentage of the program completed. However, a nurse who has not received an adequate residency program shall not be required to pay back any of the loan if the nurse resigns prior to one (1) year. (Nurse is responsible for any personal tax payment and record filing that may be required.)

Nurse agrees to the above terms of this Critical Care Residency/Internship Tuition Loan Agreement, and voluntarily accepts its service and repayment requirements.

Nurse

Date

Spousal Consent:

Nurse's Spouse

Date

LETTER OF UNDERSTANDING

Between

OVERLAKE HOSPITAL MEDICAL CENTER

And

WASHINGTON STATE NURSES ASSOCIATION

This Letter of Understanding ("Letter") is entered into by and between Overlake Hospital Medical Center (the "Hospital") and the Washington State Nurses Association (the "Association").

The Hospital and the Association agree that during the term of this Agreement:

Nurses may donate a portion of their PTO hours to an eligible co-worker for time spent by the co-worker participating in bargaining sessions on behalf of the WSNA in negotiations for this Agreement and its successor, if any. Nurses donating PTO hours must retain a minimum of eighty (80) hours of PTO following their donation. Donations will remain confidential and will be processed in the order received in the Employer's Human Resources Department. The amount of total donations will be limited to the total number of hours used by team members during all joint negotiation sessions. The WSNA team will determine how to divide the donated hours among all team members. Donated PTO hours may be given during the period of time beginning April 15, 2008 through June 30, 2008 and during the period of time beginning March 1, 2011 through thirty days following the effective date of the successor agreement, and will be calculated on a dollar equivalent basis by the Human Resources Department. Shared leave hours that are donated pursuant to this understanding will be paid at the receiving employee's base rate of pay.

**FOR OVERLAKE HOSPITAL
MEDICAL CENTER**

By: 

Date: 6/3/08

**FOR THE WASHINGTON STATE
NURSES ASSOCIATION**

By: 

Date: 5/8/08