

EMPLOYMENT AGREEMENT

Between

PEACEHEALTH LOWER COLUMBIA REGION

and the

WASHINGTON STATE NURSES ASSOCIATION

WSNA/PeaceHealth LCR

November 10, 2008 – September 30, 2011

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MEMBERSHIP AND ASSOCIATION RESPONSIBILITIES	1
2.1 Union Membership	1
2.2 Dues Deduction.....	2
2.3 Distribution of Agreement	2
2.4 New Hires	2
2.5 Rosters.....	2
2.6 Staff Representatives	3
2.7 Bulletin Boards	3
2.8 Meeting Attendance	3
2.9 Negotiating Team.....	3
2.10 Business Conducted By Local Unit Representative	3
2.11 Association Meetings.....	4
2.12 Locker Space.....	4
2.13 Local Unit Officers	4
ARTICLE 3 – NONDISCRIMINATION.....	4
ARTICLE 4 – MANAGEMENT RESPONSIBILITIES AND RIGHTS.....	5
ARTICLE 5 – DEFINITIONS.....	6
5.1 Staff Nurse	6
5.2 Nurse in Charge	6
5.3 L.U.C.....	7
5.4 Full-Time Nurses	7
5.5 Part-Time Nurses	7
5.6 Relief Nurses.....	7
5.7 Preceptor	8
5.8 Rates of Pay	9
5.9 Float Pool.....	9
ARTICLE 6 – HOURS OF WORK AND OVERTIME	9
6.1 Work Period.....	9
6.2 Work Day.....	9
6.3 Alternate Length Shifts	10
6.4 Overtime	11
6.5 Weekends.....	13
6.6 Rest Between Shifts	13
6.7 Shift Rotation	13
6.8 Work Schedules	14
6.9 Low Census.....	14
6.10 Report Pay.....	16
6.11 Work in Advance of Shift.....	16
6.12 Attendance at Mandatory Meetings.....	16
6.13 Floating	16
6.14 Work on Day Off	17

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 7 – RATES OF PAY	17
7.1 Wage Scale.....	17
7.2 Longevity Increases	18
7.3 Pay in Lieu of Benefits	18
7.4 Recognition for Recent Experience	18
7.5 CARE Award Plan.....	19
ARTICLE 8 – DIFFERENTIAL PAY	19
8.1 Shift Differential	19
8.2 Charge Duty	20
8.3 Call Pay.....	20
8.4 Relief Nurse Differential.....	21
8.5 Preceptor and Student Preceptor Pay	21
8.6 CRN/BSN/MSN.....	21
ARTICLE 9 – PAID TIME OFF	22
9.1 Accrual Rate.....	22
9.2 Eligibility	23
9.3 Use of PTO	23
9.4 Scheduling.....	25
9.5 Holidays	26
9.6 Cash Conversion	27
9.7 Maximum Hours	27
9.8 Termination Conversion	28
9.9 Extended Illness Bank.....	28
ARTICLE 10 – EMPLOYMENT STATUS.....	28
10.1 Probationary Period	28
10.2 Notice of Termination.....	29
10.3 Seniority	29
10.4 Layoff and Recall.....	29
10.5 Loss of Seniority	31
10.6 Restructure	31
10.7 Discipline and Dismissal.....	32
10.8 Orientation and Development	32
10.9 Inservices	34
10.10 Evaluations.....	34
10.11 Personnel File.....	34
10.12 Job Advancement.....	35
10.13 Non-Union Work	35
ARTICLE 11 – LEAVES OF ABSENCE	35
11.1 In General.....	35
11.2 Leave With Pay.....	36
11.3 Leave Without Pay.....	36
11.4 Unpaid Educational Leave.....	36
11.5 Paid Education Leave	37

TABLE OF CONTENTS

	<u>Page</u>
11.6 Military Leave.....	38
11.7 Family and Medical Leave.....	38
11.8 Other Health Reasons	39
11.9 Bereavement Leave.....	39
11.10 Jury Duty.....	39
11.11 Return from Unpaid Leave of Absence	40
ARTICLE 12 – HEALTH AND INSURANCE PROGRAMS	41
12.1 Health Tests	41
12.2 Worker's Compensation.....	41
12.3 FlexAbility	41
12.4 Retirement Plan.....	42
ARTICLE 13 – COMMITTEES.....	42
13.1 Conference/Professional Practice Committee.....	42
13.2 Executive Safety Committee.....	43
ARTICLE 14 – GRIEVANCE PROCEDURE.....	43
ARTICLE 15 – NO STRIKE CLAUSE	45
ARTICLE 16 – SEPARABILITY	46
ARTICLE 17 – GENERAL PROVISIONS	46
17.1 Complete Agreement	46
17.2 Past Practices	46
ARTICLE 18 – NON-REDUCTION OF BENEFITS.....	47
ARTICLE 19 – DURATION AND TERMINATION	47
APPENDIX A (Medical Center Nurses)	49
APPENDIX B (Clinic Nurses).....	50
MEMORANDUM OF UNDERSTANDING Re: Substance Free Workplace.....	51
MEMORANDUM OF UNDERSTANDING Re: Absenteeism.....	52
MEMORANDUM OF UNDERSTANDING Re: Short-Term Compensation Negotiations	53
MEMORANDUM OF UNDERSTANDING Re: Imaging/Cath Lab	54
MEMORANDUM OF UNDERSTANDING Re: OB Designated Charge Nurses	55
MEMORANDUM OF UNDERSTANDING Diabetes Educator and Behavioral Health Outpatient Nurse	56

TABLE OF CONTENTS

Page

MEMORANDUM OF UNDERSTANDING Critical Care/ED Staffing 57

ARTICLE 1 – RECOGNITION

1.1 PeaceHealth Lower Columbia Region (the “Employer”) recognizes the Washington State Nurses Association (the “Association”) as the representative for all registered nurses employed by the Employer in St. John Medical Center (the “Medical Center”) and at out-patient medical clinics operated by PeaceHealth Medical Group in Longview, Washington (the “Medical Group”) as their bargaining representative with respect to rates of pay, hours of work and conditions of employment, and other pertinent matters as specified in this Agreement.

ARTICLE 2 – MEMBERSHIP AND ASSOCIATION RESPONSIBILITIES

2.1 Union Membership. All nurses shall, within thirty-one (31) days after hire or the signing of this Agreement, as a condition of employment, become and remain members in good standing of the Association. Any such nurse may, in lieu of maintaining actual membership in the Association, pay to the Association the periodic dues uniformly required as a condition of Association membership.

If a nurse does not comply with the provisions of the foregoing paragraph, the Association will inform the Director of Human Resources, who will first notify and then terminate the nurse within sixty (60) days after such notification, provided that the Association shall indemnify and hold the Employer harmless for any and all claims, charges, suits, damages or other forms of liability that may arise against the Employer as a result of the Association providing such notification to the Employer thereby resulting in such termination.

A nurse who is a member of and who adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to maintain membership in or give financial support to the Association, provided that such nurse must contribute an amount equivalent to the amount of Association dues to a nonreligious, tax-exempt charitable fund of his or her choice.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. If an employee transfers to a non-bargaining unit position, then it is the employee's responsibility to notify the Association about their change of status regarding dues deduction. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted on a monthly basis to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless for all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of, any deduction made from the wages of such nurse.

2.3 Distribution of Agreement. Nurses hired during the life of this Agreement shall be given a copy of this Agreement by Human Resources. A cover letter, a membership application, payroll deduction card and return envelope will be attached to the Agreement. The Employer agrees to share one-half (1/2) the cost of printing the Agreement.

2.4 New Hires. The Employer will notify the designated Local Unit Chairperson of all newly hired nurses within five (5) working days. At the completion of the orientation process, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this working Agreement to newly hired nurses (such introduction period not to exceed thirty (30) minutes in duration).

2.5 Rosters. The Employer agrees to electronically provide to the Association a list of those nurses covered by the Agreement, including name, home, address, home phone number, classification, employee identification number, rate of pay, FTE status, and employment date once every six (6) months. The Employer shall also furnish on a monthly basis a list of new hires containing the same information, of terminated nurses, and of transfers in and out of the bargaining unit. The Employer shall also furnish to the Association a seniority list of nurses covered by the Agreement once every six (6) months.

2.6 Staff Representatives. Duly authorized representatives of the Association may enter the Employer's premises at reasonable times for the purpose of transacting Association business and observing conditions under which nurses covered by the Agreement are employed; provided, however, that the Association's representatives shall upon arrival notify the Human Resources Director or designee at the time of such visits of the intent to transact Association business and which department or areas they wish to visit, and shall confine visits to such non-patient care areas as are agreed upon by the parties. Transaction of any business shall be conducted in an appropriate location subject to general rules applicable to non-employees, and shall not interfere with the work of nurses.

2.7 Bulletin Boards. The Association shall be permitted to post notices involving Association business on the Employer's intranet and in a prominent location on designated bulletin boards in non-patient care areas in each nursing unit.

2.8 Meeting Attendance. Authorized Association representatives who are nurses covered by this Agreement and aggrieved nurses who are covered by the Agreement shall suffer no loss in pay at regular rates when attending meetings with Employer representatives, provided that the following conditions are met: (1) the nurse has been excused from duty in advance by the supervisor to attend the meeting, (2) such meeting is held during the nurse's scheduled working hours, and (3) the nurse would have worked had he/she not attended the meeting. This paragraph does not refer to times spent in contract negotiations or in conference/professional practice committee meetings covered in Article 13.1.

2.9 Negotiating Team. Nurses elected to serve on the Bargaining Committee will, subject to operating efficiency of the unit, be released (without pay) from work to attend scheduled negotiating meetings. Nurses may use accrued PTO to cover time spent at negotiating meetings, or may take a Hospital Convenience Day.

2.10 Business Conducted By Local Unit Representative. Association business conducted by a Local Unit Representative, including the investigation of grievances, will be held during nonworking hours. When it is not practical or reasonable to transact such business during nonworking periods, the Local Unit Representative may, upon the approval of the applicable nursing director, be allowed a reasonable amount of time during working hours without pay to

perform such functions, except such activity shall not take precedence over the requirements of patient care.

2.11 Association Meetings. The Association shall be permitted use of designated conference room space subject to terms set forth in the policy on meetings on the Employer's premises.

2.12 Locker Space. The Employer shall make available a designated locker (in a non-patient care area) for the use of the Association's Local Unit Representative.

2.13 Local Unit Officers. The Association shall provide to the Human Resources Director every six (6) months an updated list of all local unit officers, including (1) Executive Committee members, (2) grievance officers, and (3) members of the Conference/Professional Practice Committee. The Association shall also provide an updated list of any changes to its local unit officers as those changes occur.

ARTICLE 3 – NONDISCRIMINATION

3.1 The Employer and the Association shall not discriminate in violation of applicable laws against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, sex, pregnancy, marital status, sexual orientation or on the basis of handicap or disability. In the event that the Americans With Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law shall control. Where possible, the Association shall be notified of any perceived conflict, and upon request, the Employer shall meet with the Association to discuss the conflict.

3.2 There shall be no discrimination by the Employer or the Association against any nurse because of Association membership, or non-membership, or management duties, or against any Employer or Association representative carrying out duties as covered in the Agreement.

ARTICLE 4 – MANAGEMENT RESPONSIBILITIES AND RIGHTS

4.1 This Contract acknowledges that PeaceHealth Lower Columbia Region, through its governing body, has the trusted obligation to provide quality medical care within the community it serves. Additionally, the Employer strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

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

4.3 The Association recognizes that the above statement of management rights 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. The Employer's failure to exercise a management right will not be considered a waiver of such right. Nor will the Employer's exercise of a management right in a particular way prevent the Employer from exercising the right in some other way not in conflict with the provisions of this Agreement.

ARTICLE 5 – DEFINITIONS

5.1 Staff Nurse. A registered nurse employed by the Employer who is responsible for the direct and/or indirect total nursing care of the patient.

5.2 Nurse in Charge. A nurse who is responsible for any nursing unit, where qualified, for one (1) or more hours and is receiving charge duty premium pay in accordance with Section 8.2.

5.2.1 Selection. With regard to the selection process, the parties recognize the importance of a charge nurse having the qualifications and training to perform the charge nurse function in the particular unit to which he or she is assigned. Designated charge nurse positions and relief charge nurse positions will be posted in accordance with Section 10.12, and applicants shall be selected based on the relevant job criteria and skills expectations. If the charge nurse or his/her manager(s) believes or determines that the charge nurse is no longer suited to the charge function in the assigned unit, the nurse and his/her manager(s) will work collaboratively toward a resolution, including possible reassignment of the nurse.

5.2.2 Designated charge nurse responsibilities. The responsibilities of a designated charge nurse shall include, but not be limited to, coaching and mentoring regarding behavioral and competency standards; positive initiative on unit-based expectations; active participation in performance evaluations; participation in house-wide committees and/or projects; chart audits; and using education funds available under Section 11.5 for an annual leadership-oriented class. The Employer acknowledges that workload or schedule adjustments may be necessary in some cases to assure that the charge nurse fulfills these responsibilities. The responsibilities of a designated charge nurse shall not serve as a basis for removal of the charge nurse position from the bargaining unit.

5.2.3 Assignment. Nothing herein shall prevent the nurse manager from assigning relief charge positions to assure that shifts are covered appropriately. The right

to assign charge nurse positions and to assess the ongoing need for such positions on a particular unit and shift is reserved to the Employer.

5.2.4 Orientation. To be a qualified charge nurse, the nurse must have received orientation to the specific unit and shift for which he/she will be in charge. Such orientation shall be for a period of time suitable to the specific unit and shift and to the nurse's skills and abilities, but not less than three (3) days. The three (3) day period may be extended by mutual agreement of the individual nurse, the nurse manager, and the charge nurse.

5.3 L.U.C. Where used in the Agreement, the abbreviation L.U.C. shall indicate Local Unit Chairperson for WSNA.

5.4 Full-Time Nurses. Nurses regularly working forty (40) hours per week or eighty (80) hours per pay period. This category shall also include nurses regularly assigned to work either three (3) twelve (12) hour shifts per week or four (4) nine (9) hour shifts per week (72 hours per pay period).

5.5 Part-Time Nurses. Nurses regularly working less than a full-time nurse, but no less than eight (8) hours per week. Part-time nurses who feel that their work schedule during the previous four (4) month period calls for a review of the assigned positions in a unit shall have the right to require such a review and, if not satisfied, may submit the dispute to the grievance procedure. If the review process results in a determination that an increase in FTE within the unit is warranted, a position will be posted. Hours worked to cover for vacation, sick leave or leave of absence of another nurse will not be considered a basis for an adjustment in unit FTEs.

5.6 Relief Nurses. Registered nurses who work on a non-regularly scheduled basis and are employed to temporarily augment the workforce during census changes, sick time coverage and other shortages.

5.6.1 Medical Center relief nurses must work a minimum of two (2) shifts per month, or a substantially equivalent amount over a longer time period if approved in writing by the nurse's immediate supervisor. Relief nurses who are scheduled to work and are required to take a House Convenience day shall have that shift counted as a

worked shift. Working in place of a regular nurse on an uneven schedule exchange does not constitute a shift worked under this paragraph.

5.6.2 Relief nurses are responsible for coordinating their availability with staffing needs. A relief nurse who does not meet the work requirements of 5.6.1, unless the nurse is on an authorized leave of absence or other special circumstances apply (including unavailability of work) as determined by the Employer, shall be subject to termination.

5.6.3 Relief nurses who feel that their work schedule during the previous four (4) month period calls for a review of the assigned positions in a unit shall have the right to require such a review and, if not satisfied, may submit the dispute to the grievance procedure. If the review process results in a determination that an increase in FTE within the unit is warranted, a position shall be posted. Hours worked in relief for vacation, sick leave or leave of absence of another nurse will not be considered a basis for an adjustment in unit FTEs.

5.6.4 Relief nurses are eligible to receive shift differential, charge pay, call pay, relief nurse premium pay and holiday pay in accordance with the provisions of this Agreement. If they have worked sufficient hours to receive the lump sum 2% bonus in the preceding quarter as specified in Section 8.4, they shall also be eligible for paid education leave, prorated on a quarterly basis, as provided in Section 11.5. They are eligible for paid leave under Sections 11.9 and 11.10 only if they are assigned to work on the posted schedule for the affected dates. They are not eligible for benefits provided under Sections 9.1 or 12.3 of this Agreement.

5.7 Preceptor. A preceptor is an experienced nurse in the clinical setting who assists with the new skill development of a newly hired nurse, a staff nurse changing clinical areas of practice, or a student nurse without on-site instruction (as set forth in Section 8.5). Preceptors will be selected based on clinical skills, communication skills and teaching skills. Nurses designated as preceptors shall have their additional preceptor responsibilities considered in their regular patient care assignments. In the event the nurse's supervisor cannot find a suitable volunteer, the director may assign a qualified Registered Nurse as a preceptor. The parties agree

to work collaboratively during the term of this Agreement (1) to encourage more RNs to serve in preceptor roles, and (2) to seek mutual agreement on methods to avoid interruption of preceptor training.

5.8 Rates of Pay.

5.8.1 Straight Rate of Pay. Base pay plus applicable designated charge pay.

5.8.2 Regular Rate of Pay. Straight rate of pay plus applicable shift differential, BSN differential, MSN differential, and certification pay.

5.9 Float Pool. A float pool is a pool of regularly scheduled full-time and part-time nurses assigned to float to various departments. The float pool shall be considered a department. Nurses in the float pool may request that their skills in other departments be reviewed by the nurse director for those departments. If the float nurse's skills meet department-specific competency skills as determined by the nurse director/clinical manager, with input from the designated charge nurse, for that department, the float nurse will be considered core staff for that department.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 Work Period. The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period or as mutually agreed between the Employer and nurse in accordance with the Fair Labor Standards Act.

6.2 Work Day. The basic work day for Medical Center nurses shall be eight (8) consecutive hours, exclusive of a one-half (½) hour meal break on the nurse's own time. The basic work day for Medical Group nurses shall be either eight (8) or nine (9) consecutive hours, exclusive of a meal break of at least one-half (½) hour on the nurse's own time.

6.2.1 If a nurse is not relieved of duties for the meal period by a qualified nurse and is unable to leave the work area, the meal period shall be paid to the nurse at the nurse's regular rate of pay and, for Medical Center nurses, a meal will be furnished by the Employer. Overtime will apply if hours worked exceed the basic scheduled shift.

6.2.2 A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the rest period for nurses.

6.2.3 Time card adjustments. For each pay period, the Employer will provide each nurse with a breakdown of that nurse's individual work history for that pay period, including type of pay (regular, overtime, call, differential, etc.) and rate of pay, hours worked, and earnings for each such type. If a correction is required for a time card, the supervisor or other designated person making the correction will initial the correction, make a copy of the correction and make it available to the nurse, who may then meet with the supervisor or other designated person who made the correction to discuss the changes.

6.3 Alternate Length Shifts. Where mutually agreeable to the Employer and the individual nurse, a standard shift may be for a length other than eight (8) consecutive hours (or nine (9) hours at the Medical Group).

6.3.1 Where a standard shift in excess of eight (8) hours is adopted, overtime concepts and other contract language relating to eight (8) hour days shall be converted to the length of the applicable shift. Thus, for example, for a twelve (12) hour shift, all work in excess of twelve (12) hours in one (1) day shall be considered overtime, and PTO benefits will be paid in up to twelve (12) hour segments.

6.3.2 In the event that the Employer contemplates movement to a standard shift in excess of eight (8) hours for several positions within a department or unit, mutual agreement with the individual nurse shall not be required; the Employer, however, shall notify the Association at least thirty (30) days in advance of such contemplated action and shall meet with the Association, upon request, to negotiate the ramifications and effects of such action.

6.3.3 Discontinuance of an alternate length shift shall be by mutual agreement between the Employer and the individual nurse, except in the event the Employer contemplates discontinuance of several such shifts or the remainder of such shifts within a department or unit, in which case the Employer shall notify the Association at least thirty (30) days in advance of such contemplated action and shall negotiate with the Association, upon request, regarding such action.

6.4 Overtime. The Employer and the Association, on behalf of itself and all bargaining unit members, mutually pledge to engage in an earnest effort to cooperate and communicate effectively for the purpose of working together to minimize the occurrence of overtime. All hours worked in excess of the basic workday, in excess of the work week, or in excess of the work period for nurses working the 8/80 schedule, when properly authorized, shall be compensated at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay, except as provided in 6.4.3.

6.4.1 For nurses working in the Medical Center, overtime worked on a holiday shall be paid at double time (2x) the nurse's regular rate for time worked beyond the nurse's regular work day.

6.4.2 Overtime shall be considered in effect if more than seven (7) minutes are worked after the end of the scheduled shift.

6.4.3 When a nurse works four (4) or more consecutive hours of overtime in addition to the full basic workday and contiguous with the regular shift, the first four (4) overtime hours shall be paid at time and one-half and the remaining hours at double-time. For Medical Center nurses, payment at double-time shall commence after the first two (2) consecutive hours of overtime in addition to the full basic work day and contiguous with the regular shift. Where the scheduled shift overlaps, the period of overlap shall be paid at the regular rate.

6.4.4 To avoid overtime, the Employer, in concert with the applicable charge nurse, will make a reasonable effort to explore other alternatives to meet patient care needs. Accordingly, the Employer may seek to fulfill its staffing requirements by

contacting nurses who, if called to work, would not be working during the shift, or as a result of working the shift, at an overtime or premium rate of pay. After the schedule is posted, in the event that the Employer's reasonable effort to avoid overtime or premium pay is not successful, then the Employer will contact nurses, in order of seniority, who have signed up on an availability list in the Staffing Office designating the specific day and shift they are available to work during the applicable posting period. There shall be no obligation to call a nurse on the list who has been contacted and declined the offer of overtime on two (2) previous occasions during the applicable posting period. Any such nurse may put his/her name back on the availability list when he/she becomes available to take overtime assignments. In addition, the Employer retains the right to select nurses in descending order of seniority who would not be put into rest less than 10 or double time.

6.4.5 The Association acknowledges that the Employer may, within the constraints of applicable state law (including RCW chapter 49.28), need to assign involuntary overtime on a periodic basis. Prior to doing so, the manager or supervisor responsible for such assignment shall confer with the charge nurse on duty, provided the charge nurse is available for consultation within the time constraints of the individual situation. Involuntary overtime, when necessary, will be assigned on an equitable rotational basis on the affected unit. Such equitable rotation shall initially begin with the least senior nurse and proceed through the most senior nurse. A nurse who agrees to come into work on the nurse's scheduled day off, however, shall not be required to work overtime on that day. Moreover, when a nurse has worked overtime for three (3) or more hours on a shift, the nurse has the option of refusing to work additional overtime within the next seventy-two (72) hours.

6.4.6 Where a nurse has worked a double shift, he or she may request the following day off, and the Employer shall attempt to arrange for coverage so that the nurse's request may be granted.

6.4.7 Newly licensed nurses and new orientees will not be required to work overtime until they have completed their probationary period.

6.4.8 There shall be no pyramiding or duplication of overtime or premium pay for hours worked within the same work period, except that (1) hours worked on any of the holidays designated in Section 9.5 and (2) hours compensated at time and one-half in accordance with Section 6.6 shall be included as hours worked in the calculation of overtime during the applicable work period.

6.4.9 When a nurse volunteers to work after his or her shift with four (4) hours or less of rest, all of the hours worked will be considered consecutive for the purposes of calculating overtime.

6.5 Weekends. The Employer shall make reasonable efforts to schedule full-time and part-time nurses every other weekend off. Any additional weekend work will be scheduled where mutually agreeable and where necessary for the proper administration of the nursing unit. A nurse who is regularly scheduled in more than one unit or department must reach mutual agreement with the directors of each affected unit or department if the nurse wishes to preserve an arrangement of every other weekend off. This paragraph shall not apply to nurses occupying innovative weekend positions.

6.6 Rest Between Shifts. Where a nurse does not have an unbroken rest period of ten (10) hours between shifts, a premium of time and one-half (1½) will be paid to the nurse for all hours worked during this shift immediately following the period in which the nurse did not receive an unbroken rest period of ten (10) hours. In accordance with the parties' mutual goal of maximizing rest between shifts, a nurse shall make reasonable efforts to receive prior authorization to work hours that would cause the nurse to receive this premium. Hours worked in a call-back situation do not constitute a shift under this paragraph. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades, or (2) attending a meeting, a mandatory education day or a non-mandatory education day shall not be deemed an event that disrupts an otherwise unbroken rest period.

6.7 Shift Rotation. Where shift rotation is required by the Employer on a temporary basis, a good faith effort will be made to limit shift rotation to the duration of the next posted work schedule, except where mutually agreed to by the supervisor and the nurse in writing. The maximum number of staff nurses assigned to shift rotation housewide shall not exceed fifteen

percent (15%) of total nurse full-time equivalencies at any given time. The nurse will be notified of the shift rotation prior to the posting of the work schedule.

6.7.1 Should shift rotation be required on a temporary basis, volunteers will be sought first. If there are insufficient volunteers, the Employer will assign shift rotation on the basis of qualifications and on a rotational basis, beginning with the least senior nurse and proceeding through the most senior nurse, on the affected unit.

6.8 Work Schedules. The Employer will make a reasonable effort to accommodate scheduling requests of individual nurses in accordance with work requirements and the operational needs of the particular unit. The Employer shall also make a reasonable effort to maintain a consistency in schedules and nurses' regularly scheduled days off in accordance with work requirements and the operational needs of the particular unit. Except in the event of natural disasters, epidemics, and similar emergencies, posted work schedules may be amended only after mutual agreement with the nurse involved.

6.8.1 Four (4) week work schedules shall be posted fourteen (14) days prior to their effective date. Special scheduling requests must be submitted no less than fourteen (14) days in advance of said posting. Up to the date of posting, the Employer will be responsible for the scheduling of coverage. After the schedule is posted, the nurse is responsible for the scheduling of his or her own coverage subject to Employer approval.

6.8.2 Unit schedulers shall participate in scheduling, including scheduled time off under Section 9.4, on a unit basis. Regularly scheduled meetings will take place between the manager or designee and unit-based scheduler(s) from each nursing unit. Unit-based scheduler(s) will be highly interactive with other nurses on their unit in resolving scheduling issues and time-off requests.

6.9 Low Census. House Convenience days are granted in response to low census, not scheduled days off. Nurses shall be placed on low census in the following order:

1. Agency nurses.
2. Traveler nurses (unless language in the traveler nurse's contract requires the nurse to be paid under the circumstances even if the nurse is placed on low census).

The Employer agrees that the staff in the affected unit will be consulted prior to the hiring of traveler nurses in order to explore staffing alternatives.

3. Nurses working at a premium rate pursuant to Section 6.14 (work on day off).
4. Volunteers.
5. Relief nurses.
6. Part-time nurses working in excess of authorized hours.
7. Nurses working at a premium rate of pay except for work on day off (#3 above).
8. Equitably rotated (competency considered). Such equitable rotation shall initially begin with the least senior nurse and proceed through the most senior nurse, except in the event of a direct working relationship between the nurse and the provider in a clinic setting. For such nurses, equitable rotation shall occur within the clinic team. Clinic nurses having comparable skills and knowledge shall be allowed to float to other teams to work vacant shifts before relief nurses are assigned.

6.9.1 Among volunteers who indicate on the request list that they want a low census day, nurses working in a unit or department experiencing the low census will be chosen first. If no nurse in that unit or department wants a low census day, the low census day will be offered to other nurses who have made a request on the request list. For purposes of this provision, units may be combined consistent with current practice.

6.9.2 Nurses who take low census for a period of at least two (2) hours will receive credit for purposes of equitable rotation. Low census hours taken shall be considered hours paid for the purpose of accrual of all contractual benefits, including seniority. In the event of low census, the Medical Center may place nurses in any unit on unscheduled call on an equitable rotational basis within their respective nursing units, unless the system or order for call is mutually agreed otherwise in a unit.

6.9.3 Mandatory unscheduled call will be limited to the first half of the nurse's scheduled shift, provided that the Medical Center may, based on a reasonable belief that the nurse is likely to be called in during the second half of the shift, inform the nurse prior to the second half that he or she needs to remain on call for the duration of the shift.

Nurses called in to work during the first half of the low census shift may be required to work the remainder of the originally scheduled shift.

6.10 Report Pay. Nurses who report for work as scheduled and who are sent home because of low census, etc., shall be given four (4) hours pay. This provision shall also apply if the nurse is notified less than two (2) hours before the beginning of the shift to stay home.

6.11 Work in Advance of Shift. When a nurse reports to work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at the rate of time and one-half (1½) the regular rate of pay. Medical Center nurses who work more than two (2) hours in advance of their scheduled shift and then work the entire scheduled shift shall be paid at double-time the regular rate of pay for hours worked in excess of two (2) hours in advance of shift. Shift differential shall be paid in accordance with Section 8.1. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of the scheduled shift, unless there is either a mutual consent or the nurse is low censused in accordance with Article 6.9. All hours worked by the nurse during the regularly scheduled shift shall be paid at the regular rate of pay.

6.12 Attendance at Mandatory Meetings. When a nurse is required to attend mandatory meetings, classes or in-services, attendance at such meetings will be considered a work assignment and will be paid for in accordance with the appropriate section of the contract and the FLSA. Nurses required to attend in place of their regularly scheduled shift will, if specifically requested by the nurse, be allowed to return to work so that they will not suffer any loss in their regular work day, unless (1) by mutual agreement the nurse and the Employer agree that the nurse will take House Convenience time, or (2) the nurse's return to work for an abbreviated period of time would be disruptive of patient care in the Employer's judgment.

6.13 Floating. Any nurse floated out of his or her regular unit shall not be required to work overtime in the unit to which he or she is floated. The Employer agrees to avoid, unless otherwise required to meet patient care needs, the floating of full-time and part-time nurses from their normal work area to accommodate relief nurses, travelers and agency nurses.

6.14 Work on Day Off. Eligible Medical Center regular nurses who volunteer to work in direct patient care on available shifts in addition to their regularly scheduled hours shall receive one and one-half (1½) times their regular rate of pay for all such hours worked.

6.14.1 To be eligible for premium pay under this section, a nurse regularly scheduled at least 40 hours per pay period (.5 FTE) must have worked all of his or her regularly scheduled hours, other than hours not worked due to low census or pre-scheduled (prior to the schedule being posted) paid time off during the applicable payroll period. All other regular nurses must have worked 40 hours during the applicable payroll period. Medical Center regular nurses who do not meet these eligibility criteria shall receive a differential of five dollars (\$5.00) per hour for all such extra hours worked.

6.14.2 Hours worked in determining eligibility for this premium pay shall not include hours worked at the request of other nurses, or as a result of trades or being called to work from scheduled call status.

6.14.3 In the event of low census, nurses receiving premium pay under this section shall be called off in accordance with Section 6.9. Among such nurses, call-offs shall occur in reverse order of their commitment to work the applicable shift.

6.14.4 If a nurse reduces his or her FTE status to below .8 FTE, then the nurse will become eligible for premium pay under this section only if the nurse works his or her prior FTE hours during the applicable payroll period. This limitation shall apply for a period of one (1) year following such reduction in FTE status.

ARTICLE 7 – RATES OF PAY

7.1 Wage Scale. The basic minimum hourly rate of pay for general duty staff nurses at the Medical Center and the Medical Group shall be as set forth in Appendices A and B, respectively. Effective the first full pay period following October 1, 2008, there shall be a five percent (5.0%) increase to each step of the wage scale. Effective the first full pay period following October 1, 2009, there shall be a four percent (4.0%) increase to each step of the wage

scale. Effective the first full pay period following October 1, 2010, there shall be a three and one-half percent (3.5%) increase to each step of the wage scale. The following adjustments to the wage scale shall also occur:

7.1.1 Additional adjustments within Appendix A and Appendix B. An increase of fifty cents (\$.50) shall be applied to Base Step through Step 8, inclusive, effective the first full pay period following October 1, 2008, and an additional fifty cents (\$.50) shall be applied to Base Step through Step 8, inclusive, effective the first full pay period following October 1, 2010.

7.1.2 Additional adjustments to Appendix B scale. An increase of seventy-five cents (\$.75) shall be applied to each step of the Appendix B wage scale effective the first full pay period following October 1, 2008, and an additional seventy-five cents (\$.75) shall be applied to each step of the Appendix B wage scale effective the first full pay period following October 1, 2010.

7.1.3 Step 30. A new Step 30 shall be added to the Appendix A and Appendix B wage scales effective the first full pay period following October 1, 2008. The wage rate will be 2.5% higher than the rate at Step 26. A nurse must be employed at Step 26 for four (4) years before advancing to Step 30.

7.2 Longevity Increases. All nurses shall be paid longevity increases based upon annual anniversary date.

7.3 Pay in Lieu of Benefits. Part-time nurses who, as of September 1, 1996, received a premium rate calculated as a percentage of their straight hourly rate in lieu of accrual of PTO benefits, may continue to choose to be paid such premium rate they were receiving as of said date. No other part-time nurse shall be eligible to receive a premium in lieu of accrual of PTO benefits.

7.4 Recognition for Recent Experience. When a nurse is employed by the Employer with prior experience as a registered nurse in an acute-care hospital, a skilled nursing unit or a clinic continuously within the last six (6) months, that experience shall be considered equivalent to employment with the Employer, and the nurse will be placed on the appropriate

step of the wage scale. When a nurse is employed by the Employer with prior experience as a registered nurse in a long-term care facility within the last six (6) months, between 50% and 75% of that experience shall be considered equivalent to employment with the Employer, and the nurse will be placed on the appropriate step of the wage scale. If the nurse has experienced a break in service of greater than six (6) months but less than eighteen (18) months, the nurse shall not be placed more than two (2) steps below the appropriate step.

7.5 CARE Award Plan. Bargaining unit nurses will be eligible to participate in the Caregivers Achievement Reward Earned (CARE) Award Plan, in accordance with the terms of the Plan as determined by the Employer in its sole discretion, in the same manner and for as long as the Plan applies to all other employees of the Employer.

ARTICLE 8 – DIFFERENTIAL PAY

8.1 Shift Differential.

8.1.1 Evening shift. For work performed on any regular shift in which the majority of hours are worked between 2:00 p.m. and 12:00 a.m., the premium for such evening duty shall be two dollars and fifty cents (\$2.50) over the straight hourly rate for all non-clinic nurses. Clinic nurses shall receive such evening shift differential for all hours worked after 6:00 p.m. Nurses will receive evening shift differential as part of overtime (if applicable) if they work at least two (2) hours into an evening shift.

8.1.2 Night shift. For work performed on any shift in which the majority of hours are worked between 10:00 p.m. and 8:00 a.m., the premium for such night duty shall be \$4.75 per hour over the straight hourly rate of pay for nurses effective the first full pay period following ratification of this Agreement, and \$5.00 per hour over the straight hourly rate effective the first full pay period following October 1, 2009. Nurses will receive night shift differential as part of overtime (if applicable) if they work at least two (2) hours into a night shift. Any night shift nurse working overtime into a day shift shall continue to receive overtime night shift differential.

8.1.3 Alternative shift schedules. Non-clinic nurses working alternative shift schedules shall receive evening shift differential for all hours worked between 3:00 p.m. and 11:00 p.m., night shift differential for all hours worked between 11:00 p.m. and 7:00 a.m. and no shift differential for all hours worked between 7:00 a.m. and 3:00 p.m.

8.2 Charge Duty. Designated charge nurses shall be paid an hourly differential of \$2.10 over the straight hourly rate. Relief charge nurses shall be paid an hourly differential of \$1.80 over the straight hourly rate for all hours worked in an assigned charge duty role.

8.3 Call Pay.

8.3.1 Nurses are on call if they are not on duty but are scheduled or assigned to remain available to report for work on short notice if called by the Employer. On-call compensation shall be paid at the rate of \$3.25 per hour. On-call compensation during holidays, weekends, or for unscheduled on-call shall be paid at the rate of \$3.95 per hour. For purposes of this paragraph, the weekend is defined as beginning at 7:00 p.m. on Friday and concluding at 7:00 a.m. on Monday.

8.3.2 Any nurse called into work from on-call status shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay for a minimum of three (3) hours, unless agreed otherwise between the Employer and the nurse. If a nurse has already worked four (4) hours in addition to the nurse's regular work day and, at any time within the same twenty-four (24) hour period, is called back in to work from on-call status, that nurse shall be compensated at the rate of two times (2x) the regular rate of pay for a minimum of three (3) hours unless agreed otherwise between the Employer and the nurse.

8.3.3 The Medical Center may place Surgical Services, OB/Peds, Hemodialysis, and Imaging/Cath Lab nurses on call on an equitable rotational basis within their respective nursing units, unless mutually agreed otherwise in a unit or department. Each nursing unit that places nurses on call shall develop on-call guidelines for the unit and provide them to the affected nurses at least twenty (20) days prior to implementation. Any changes in such guidelines will follow the same notification

process. Any nurse currently working in Surgical Services who has not been taking call will have the opportunity to choose one area within Surgical Services for which he/she will have the opportunity to cross-train for purposes of call. For all nurses subject to call under this section, training must be sufficient to enable the nurses to function independently and to maintain skills in the cross-trained area.

8.3.4 Where the nurse has experienced repeated or lengthy call-backs during on-call, he or she may request the following day off, or, if the on-call period falls during the weekend, the following Monday off. The Employer shall attempt to arrange for coverage so that the nurse's request may be granted. Such time will be considered House Convenience Time for full-time and part-time employees for the purposes of benefit accrual, including seniority.

8.4 Relief Nurse Differential. Nurses working primarily in a relief capacity shall receive a differential of 14% per hour above their straight time rate. In addition, relief nurses who work a minimum of 260 hours (equivalent to an average of 20 hours per week) in a calendar quarter shall receive a lump sum payment equal to an additional 2% above their straight time rate for all hours worked in the calendar quarter. This provision shall not apply to any nurse who is primarily full-time or part-time and chooses to work additional hours in a relief capacity; such nurse shall continue to receive the same rate of pay and benefits as in his or her primary position.

8.5 Preceptor and Student Preceptor Pay. Nurses who serve as a preceptor will receive a differential of \$1.50 per hour above their straight hourly rate while performing in that role. Effective the first full pay period following October 1, 2009, and subject to the terms of a student preceptorship program, nurses serving as preceptors to student nurses who are without on-site instruction during the last quarter of their curriculum shall receive a differential of \$.75 per hour above their straight hourly rate while performing in that role. The preceptorship program will be established by the Employer after having furnished nurses with a reasonable opportunity to provide input on the contents of the program.

8.6 CRN/BSN/MSN. Nurses who have a BSN or are currently certified in the area of nursing to which they are currently assigned shall receive a differential of \$1.00 per hour over the straight hourly rate, provided that on each anniversary date continuing education

requirements and documentation of progress towards re-certification are evident as contained in established guidelines. Nurses who have a BSN and are currently certified shall receive a differential of \$1.50 per hour over the straight hourly rate. Nurses who have an MSN shall receive a differential of \$.50 per hour in addition to the differential(s) listed above. Certification pay shall be allowed where the certification is established by a national nursing organization in that specialty.

8.6.1 The Employer agrees to reimburse for the original certification test up to a maximum of \$300.00 upon confirmation of successful completion of the exam.

8.6.2 Premium pay for certification will be retroactive to the date of the original exam.

ARTICLE 9 – PAID TIME OFF

9.1 Accrual Rate. Regular full-time and part-time employees shall accrue paid time off (“PTO”) as follows:

<u>Length of Service</u>	<u>Accrual Factor</u>	<u>(Full-Time Equivalent)</u>
1 through 4 years	.09615 per hour	(25 days per year)
5 through 9 years	.11539 per hour	(30 days per year)
10 through 19 years	.13462 per hour	(35 days per year)
20 or more years	.15385 per hour	(40 days per year)

Effective the first full pay period following October 1, 2009, regular full-time and part-time employees shall accrue PTO as follows:

<u>Length of Service</u>	<u>Accrual Factor</u>	<u>(Full-Time Equivalent)</u>
1 through 4 years	.09808 per hour	(25.5 days per year)
5 through 9 years	.11731 per hour	(30.5 days per year)
10 through 19 years	.13654 per hour	(35.5 days per year)
20 or more years	.15577 per hour	(40.5 days per year)

Effective the first full pay period following October 1, 2010, regular full-time and part-time employees shall accrue PTO as follows:

<u>Length of Service</u>	<u>Accrual Factor</u>	<u>(Full-Time Equivalent)</u>
1 through 4 years	.10000 per hour	(26 days per year)
5 through 9 years	.11923 per hour	(31 days per year)
10 through 19 years	.13846 per hour	(36 days per year)
20 or more years	.15769 per hour	(41 days per year)

PTO accrued is based on the actual number of hours compensated (and any House Convenience hours). PTO shall not accrue on any more than 2,080 hours compensated in any employee's anniversary year. Nurses may elect to have credited to their extended illness bank, rather than their PTO bank, up to ten (10) days per year.

9.2 Eligibility. PTO will accrue from date of hire, but shall not be payable until after the completion of the probationary period.

9.3 Use of PTO. PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off. PTO may not be used in advance of its accrual or on regularly scheduled days off.

9.3.1 In accordance with the provisions of the Washington State Family Care Act (RCW 49.12.265 *et seq.*), an employee may use PTO to care for (1) a child of the employee with a health condition that requires treatment or supervision, or (2) a spouse,

parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

9.3.2 Except where otherwise provided by law, or in this Article, PTO (or extended illness hours) must be used for all time off taken by an employee.

9.3.2.1 If, however, an employee is required by the Employer to take a House Convenience day, or volunteers to take a House Convenience day required by the Employer, then the employee may choose to take time off without pay in lieu of PTO. A House Convenience leave day includes holidays where employees who are otherwise regularly scheduled for that day are taken off the schedule.

9.3.2.2 In addition, a nurse who has worked a number of hours at least equivalent to the nurse's FTE status during a work week or a pay period may elect to take time off without pay in lieu of PTO.

9.3.3 If a nurse has no accrued PTO, unpaid time off shall be allowed for bona fide illness and emergencies or as otherwise allowed by the Employer in its sole discretion. Nurses allowed unpaid time off under this section must use available personal leave days under Section 9.3.5 for such unpaid time off.

9.3.4 Part-time nurses accepting the in lieu of premium shall be allowed to take time off without pay consistent with the scheduling provisions of this Article.

9.3.5 If a work schedule is amended to alter the regularly scheduled day off, the nurse will not use PTO on the new day off.

9.3.6 Nurses without any accrued PTO and having an FTE status of .8 or above shall be allowed to take a maximum of five (5) personal leave days without pay within a calendar year. A maximum of two (2) of these five unpaid personal leave days may be taken even if a nurse still has accrued PTO, provided that all PTO requests submitted in compliance with Section 9.4 shall have priority over all requests for personal leave days without pay. Nurses without any accrued PTO and having an FTE status

below .8 shall be allowed to take a maximum of three (3) personal leave days without pay within a calendar year.

9.4 Scheduling. PTO will be scheduled by the Employer in accordance with work requirements and the operational needs of the particular unit. PTO requests will not be accepted more than one (1) year in advance, and must be submitted no later than fourteen (14) days prior to posting of the schedule. Subject to the limitations of Section 9.3, a request for PTO prior to accrual may be granted if it is supported by a reasonable mutual belief that the PTO will have accrued before the scheduled time off.

9.4.1 Requests for PTO covering in any part the months of June, July and August shall be submitted no earlier than January 1 of the same calendar year. All such requests submitted prior to March 1 will be granted based on seniority, except that nurses shall not be eligible to exercise such right of seniority over less senior nurses if they exercised that right for the same period of time off (i.e. for a period within the same calendar month) during the preceding year. Requests for June, July and August PTO received after March 1, will be based on earliest date of request.

9.4.2 Preference for PTO requests for all other times of the year will be based on the earliest date of request except in cases where requests are submitted on the same day, in which case seniority shall prevail.

9.4.3 Employees will receive timely notification as to the approval or denial of their PTO request (within fourteen (14) days of the date the request is submitted), except that requests covering in any part the months of June, July and August which are submitted prior to March 1 will be responded to by March 15. The Employer shall be responsible for PTO relief. A response that the request is under review shall not be considered an approval or denial.

9.4.4 The importance of being able to plan vacations in advance is recognized and understood. To that end, supervisors responsible for scheduling vacations shall make a good faith effort to look into potential arrangements for granting vacation requests while still meeting staffing requirements. Once PTO is approved it can only be rescinded

(1) by mutual agreement, (2) if insufficient PTO remains in the nurse's PTO bank at the time of intended use unless the lack of PTO is due to excessive involuntary low census assigned by the Employer, or (3) in the event of natural disasters, epidemics or similar emergencies.

9.4.5 A nurse may have no more than four (4) pending requests for time off on the books at any one time, exclusive of time off requested pursuant to Section 11.5. Each requested day or continuous block of days off shall constitute a separate request.

9.4.6 PTO unit guidelines. Any nursing unit may establish a unit PTO committee which, with the consensus of the manager(s) of that unit and a majority of staff nurses on that unit, develops PTO unit guidelines. These guidelines may supplement the scheduling provisions of this Agreement, provided that they conform to such house-wide parameters that are necessary for the overall coordination and granting of time off.

9.5 Holidays. If an employee is required to work on a designated holiday, one and one-half (1 1/2) times the regular rate of pay will be paid for all hours worked. The designated holidays, as nationally recognized, are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. For OR and PACU nurses, holidays will be observed for the 24-hour period beginning at 7:00 a.m. on the designated holiday.

9.5.1 Unless the nurses in a particular department mutually agree otherwise, it is agreed that holiday work shall be rotated by the Employer. Relief nurses may be required to work one of the following days annually: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

9.5.2 Night nurses are to receive holiday pay for the shift where the bulk of the hours worked are on the holiday date.

9.5.3 Holiday Dates.

9.5.3.1 Christmas and Christmas Eve holidays are to be paid for shifts from 11:00 p.m. on December 23 to 11:00 p.m. on December 25.

9.5.3.2 New Year's Holiday is to be paid for shifts from 11:00 p.m. on December 31 to 11:00 p.m. on January 1.

9.5.3.3 Dates to be observed as holidays in the calendar year will be posted no later than December 1 of the preceding year.

9.6 Cash Conversion. A nurse may cash out up to the maximum number of unused hours of PTO that have accrued in the nurse's PTO account during the calendar year, provided that (1) the employee makes an irrevocable election of such cashout in October of the preceding year, and (2) the employee's PTO hours are not reduced below forty (40) hours. Such cashout will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year.

9.6.1 Nurses not already receiving a cash payment pursuant to Section 9.6 may apply for a cash payment of a portion of accrued PTO in the case of financial hardship or unforeseeable emergency, as those terms are defined in the federal regulations. The cash payment will be limited to the maximum number of unused hours that have accrued in the nurse's PTO account during the calendar year, provided that the employee's PTO hours may not be reduced below forty (40) hours.

9.7 Maximum Hours. PTO in excess of 480 hours will not be carried over unless the Employer's denial of a nurse's PTO request causes the nurse to exceed the maximum, in which case PTO shall continue to accrue during each month that the PTO request is denied. Nurses with more than 480 accrued PTO hours as of October 1, 2005 shall be exempt from this provision, unless and until their total accrued hours are reduced to less than the 480-hour maximum. Nurses with more than 460 accrued PTO hours as of October 1, 2005 shall be provided the opportunity, on a one-time basis, to cash out all accrued hours in excess of 460.

9.8 Termination Conversion. After completion of the probationary period, an employee who is discharged or terminates employment, after giving due notice, shall be entitled to all accrued PTO.

9.9 Extended Illness Bank. Sick leave hours accrued prior to November 21, 1988 and hours designated pursuant to Section 9.1 will constitute an “Extended Illness Bank” for each employee. The Extended Illness Bank is separate from and is not to be used as PTO.

9.9.1 For illness or accident, the sick leave hours retained in the employee’s Extended Illness Bank may be immediately accessed to continue the employee’s regular pay. These hours may also be accessed, in accordance with the provisions of the Washington State Family Care Act, for any of the reasons identified in Section 9.3.1.

9.9.2 Employees will be expected to indicate an illness and then indicate Extended Illness Bank (“EIB”) for any days resulting from illness or accident. This is to be done in order to assure the time is subtracted from the Extended Illness Bank rather than PTO. If “EIB” is not indicated on the time card, PTO hours will continue to be reduced.

ARTICLE 10 – EMPLOYMENT STATUS

10.1 Probationary Period. Newly hired nurses are considered probationary. The probationary period shall consist of the nurse’s unit orientation plus ninety (90) calendar days (520 hours for part-time and relief nurses). Under no circumstances shall the probationary period exceed one hundred twenty (120) calendar days (690 hours for part-time and relief nurses) from the date of hire. A nurse may be discharged without notice during the probationary period at the discretion of the Employer: such case would not be grievable under the grievance procedure. A probationary employee is not entitled to seniority status until the probationary period has been completed. Nurses will receive an evaluation prior to completion of the probationary period.

10.2 Notice of Termination. Nurses who have completed their probationary period shall give thirty (30) days written notice of intended resignation where practicable, but in all cases shall be required to give at least fourteen (14) days written notice.

10.3 Seniority. Seniority shall mean a nurse's continuous length of service based upon actual hours paid (and any House Convenience hours) as a registered nurse covered under the Agreement from most recent date of hire at the Medical Center or a clinical practice that became associated with the Medical Group. Seniority benefits shall not apply to a nurse until completion of the probationary period.

10.3.1 Bargaining unit nurses who take a non-bargaining unit position and subsequently return to the bargaining unit without a break in employment shall retain previously accrued seniority for all purposes, including but not limited to obtaining a bargaining unit position pursuant to Section 10.12.

10.4 Layoff and Recall. Layoff shall mean any mandatory full or partial reduction in a nurse's hours for an indefinite period of time. The Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate. Subject to this right, the parties agree that the following procedures shall apply:

10.4.1 The Employer shall provide no less than thirty (30) days' notice to the Association prior to the event, and shall provide advance written notice to affected nurses not less than two (2) weeks prior to the event or pay in lieu thereof. A seniority roster will be provided to the Association and the Local Unit Chairperson at the time of the 30-day notice.

10.4.2 The parties shall meet and negotiate the details of the procedure to be used, which will include the elements listed below. If the parties reach impasse, the Employer may implement its procedure but the Association and/or individual nurses retain the right to grieve the issues.

10.4.3 Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, seniority shall be controlling. A nurse shall not be deemed lacking in such qualifications

under this paragraph without supporting documentation generated prior to the layoff. Subject to the above qualifications, the principle of seniority shall be recognized to the extent practical and feasible, keeping patient care consideration in mind at all times. Accordingly, the process of bumping shall be utilized consistent with the notion of fairness and minimizing disruption to operations and bargaining unit personnel.

10.4.4 Skill, ability, experience, competence or qualifications will not be considered overriding factors if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within not less than eighty (80) hours.

10.4.5 If a nurse's entire FTE is eliminated, all accrued PTO will be paid out in a lump sum. The laid off nurse may also continue group insurance coverage at the nurse's expense. The Employer shall continue to maintain the nurse's extended illness bank during the time the nurse remains on the reinstatement roster.

10.4.6 The names of affected nurses will be placed on a reinstatement roster for a period of up to eighteen (18) months after layoff. A nurse shall be removed from the roster upon accepting employment in a position with the same shift and status, upon refusal to accept a position with the same shift and status for which the nurse is qualified, or at the end of the eighteen (18) month period. For nurses who remain on the reinstatement roster, seniority shall continue to accrue for hours paid.

10.4.6.1 Relief option. If at the end of the eighteen (18) month period a nurse has not been reinstated, that nurse will have the option of continuing employee status as a relief nurse. All seniority rights will be maintained.

10.4.7 For purposes of recall, Article 10.12 shall fully apply and nurses on the reinstatement roster shall be treated as if they are "presently employed nurses." No nurses will be newly hired for a position by the Hospital as long as nurses qualified for and interested in the position remain on the reinstatement roster. A nurse shall not be considered "not qualified" due to a reason justifying a leave of absence as defined by this Agreement or by law.

10.4.8 Qualified laid off nurses who have notified the Employer of a desire to pick up extra shifts shall be given the opportunity to work additional shifts before such shifts are offered to relief nurses. To the extent feasible, such shifts shall be offered to said nurses in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

10.4.9 Dispute resolution. The parties recognize the importance of resolving disputes regarding qualifications expeditiously. Therefore, at the time of layoff, the parties will explore methods of timely dispute resolution, which may include an appeals procedure and/or expedited arbitration.

10.5 Loss of Seniority. Seniority shall be broken by termination of employment or eighteen (18) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee. Nurses voluntarily leaving employment shall have previously earned seniority restored if the Employer rehires them within six (6) months of their termination date.

10.6 Restructure. It is understood that determinations regarding the staffing of units, including whether a restructure of a unit or units is advisable, are the exclusive right of management. The parties agree that the objective of a restructure is to improve the care provided to the patients in addition to other objectives and that a restructure should not be seen as a negative development.

10.6.1 Definitions. As used in this section, the following terms shall have the following meaning:

- a. Restructure.** Restructure means the reallocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units resulting in a mandatory shift change, a mandatory unit change and/or an increase in FTE status. If a restructure results in the layoff of nurses, however, the provisions of Section 10.4 shall apply instead of the provisions of this section.

- b. **Displaced nurse.** A displaced nurse is a nurse who is not able to retain his/her position (unit, shift, FTE) during a Restructure.

10.6.2 Restructure procedure.

- a. **Voluntary process.** Staff within the restructured department(s) shall be given the opportunity to voluntarily adjust work schedules to fill open positions and meet the joint needs of the Employer and staff members.
- b. **Notification.** The Employer shall notify the Association and nurses who may be displaced by a Restructure at least thirty (30) days prior to implementing the Restructure. The Employer will be available to meet with the Association within the thirty (30) days to discuss the procedures to be utilized to accomplish the Restructure.
- c. **Process.** The parties shall negotiate the specific procedure to be followed regarding the impact of a Restructure on displaced nurses. Among qualified personnel, the principle of seniority shall be recognized to the extent practical and feasible. Attempts will be made to accomplish a unit Restructure through intra-unit transfers, to the extent possible.

10.7 Discipline and Dismissal. A nurse shall be disciplined or dismissed for just cause only. A written record of the related charges forming the basis for a disciplinary action shall be made available to the affected nurse within twenty-four (24) hours of the time the action is taken (holidays and weekends excluded). Any disciplinary action taken against a nurse shall be appropriate to the behavior which precipitated the disciplinary action, recognizing the concept of progressive discipline.

10.8 Orientation and Development. A regular and ongoing staff orientation and development program will be maintained and made available to all nurses subject to this Agreement.

10.8.1 Orientation purposes.

1. To familiarize new personnel with the objectives and philosophy of the Employer.
2. To orient new personnel to policies and procedures, and to their functions and responsibilities as defined in the job description.
3. To assure that newly hired nurses, newly licensed nurses and nurses changing clinical practice areas have the requisite skills and abilities to assume their responsibilities as staff nurses in their areas of practice.

10.8.2 Orientation. Nurses shall receive adequate orientation necessary to perform their assigned tasks. Nurses shall be oriented in accordance with individual training plans in which the clinical manager, educator, preceptor and charge nurse shall participate. Newly licensed nurses shall undergo orientation under close and direct supervision for a minimum of fifteen (15) shifts. This period may be shortened by the mutual agreement of the individual nurse, nurse manager/director and charge nurse. Other newly hired nurses and nurses changing clinical practice areas shall receive orientation for a period of time suitable to the nurse's skills and abilities, as evaluated by the charge nurse and nurse manager/director for Medical Center nurses and the applicable clinic manager in the Medical Group. The preceptor assigned to the individual nurse will also participate in this evaluation. The majority of orientation shifts shall be during the shift on which the nurse will be scheduled after orientation is completed, except as appropriate in specialty areas.

10.8.3 Other staff nurses. It is understood that staff nurses in the ordinary course of their responsibilities shall be expected to participate in the general orientation process of newly hired nurses. This would include the providing of informational assistance, support and guidance to new nurses.

10.8.4 Patient assignment. The nurse orientee, unless there is mutual agreement among the preceptor, orientee and charge nurse, shall not be assigned patients outside of the patient assignment of the preceptor or designee.

10.8.5 Except in cases of natural disaster, epidemic, or similar emergency, a newly licensed nurse shall not, during his or her introductory period, be assigned charge duty or team leader functions without a registered staff nurse being present on the unit.

10.9 Inservices.

10.9.1 Inservice purposes.

1. To promote the safe and intelligent care of the patient.
2. To promote staff potential through increased skills in patient care.
3. To create an environment that stimulates learning, creativity and personal satisfaction.

10.9.2 The responsibility for determining topics to be offered rests with the Employer. The Employer will conduct an annual educational needs assessment for the purpose of receiving input from the bargaining unit. Nurses are encouraged to communicate suggestions and requests with regard to educational topics to be offered, to nursing administration. The purpose of inservice education will be to provide ongoing programs designed to enhance patient care, and to review current nursing trends. Nurses required to attend inservice education during off-duty hours will be paid at their regular rate of pay. The Association agrees to promote active participation and attendance in the educational programs provided by the Employer.

10.10 Evaluations. The Employer will maintain an annual written evaluation program.

10.11 Personnel File. Nurses shall have access to information in their personnel files, except previous employment information, through appointment to review their file. In addition, upon request from the nurse, written disciplinary notices shall be removed from the nurse's personnel file after twenty-four (24) months if there have been no further disciplinary occurrences during that 24-month period with the following exceptions: (1) written disciplinary notices relating to violations of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) co-worker abuse issues; and (4) theft or falsifying records. These written disciplinary notices shall remain in effect for a maximum of three (3) years.

10.12 Job Advancement. When considering applicants for vacant bargaining unit positions, the Employer shall give priority to qualified currently employed nurses over non-employee applicants. Such job openings shall be posted on-line for at least seven (7) calendar days, including weekends and holidays. The job opening shall contain an adequate description of the job duties and the hours of work for such position. Any qualified nurse may electronically request consideration for the job. Where qualifications (including performance) are considered substantially equivalent, seniority will be used in the selection between presently employed nurses for a posted position. Nurses not selected will be informed as to the reasons upon request.

10.12.1 Nurses selected for a posted position shall not have their new assignments held back more than thirty (30) days due to lack of a replacement, and such nurses must be prepared to occupy the new position within thirty (30) days, unless there is mutual agreement to the contrary between the nurse and management. Nurses selected for a posted position may be required to serve a trial service period of up to thirty (30) days. A nurse who does not successfully complete the trial service period or who desires not to continue in the new position shall be allowed to return to his/her former position, if open, or to an equivalent open position for which he or she is qualified.

10.12.2 No nurse shall be allowed more than one (1) honored bid per twelve (12) month period, unless there is mutual agreement between the individual nurses and management.

10.13 Non-Union Work. A nurse may be temporarily assigned to a non-union position. Such assignment shall be by mutual agreement.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer.

11.1.1 A nurse will be required to take his or her accrued PTO (or, if applicable, extended illness bank hours) during a leave of absence, provided that, in the event of a family or medical leave greater than thirty (30) days, a nurse will be allowed to leave up to forty (40) accrued hours remaining in his or her PTO bank. Such a nurse shall designate to the Employer, prior to such absence, the date by which compensation for PTO is to be discontinued.

11.1.2 The number of hours of PTO used during the leave may not, in the aggregate, amount to less than the number of hours the nurse was regularly scheduled to work prior to taking the leave.

11.2 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

11.3 Leave Without Pay. Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment for purposes of longevity increases or PTO accrual.

11.3.1 Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave except as provided by law and/or the provisions of this Agreement.

11.3.2 Leave without pay for Association business. Upon written request of the L.U.C. giving not less than thirty (30) days advance notice, the Employer will grant nurses selected or assigned to attend an Association Conference up to three (3) days leave of absence without pay. It is understood that the granting of such leaves shall be limited to a reasonable number consistent with Employer operating efficiency.

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

11.5 Paid Education Leave. A maximum of thirty-six (36) hours of paid educational leave per fiscal year may be granted to nurses; provided, however, that such leave is subject to budgetary consideration, scheduling requirements and approval of the Employer of the subject matter to be studied. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. An education fund of up to \$35,000 shall be made available each fiscal year to bargaining unit members for the purposes set forth in this paragraph.

11.5.1 Requests for education leave will be responded to within two (2) weeks of the date of request. No request will be unreasonably denied.

11.5.2 Nurses taking education leave may request to be compensated for the basic work day. Notwithstanding any other provision in this Agreement, nurses receiving paid education leave or otherwise receiving pay for attendance at an educational course or session shall be paid at the regular rate of pay, unless required otherwise by state or federal law.

11.5.3 The Employer shall reimburse nurses for the cost of continuing education classes and/or re-certification fees up to an annual maximum of \$400 for nurses working .5 or above and \$200 for nurses working below .5.

11.5.4 In addition to the benefits provided in this section, the Employer will pay 100% of a nurse's expenses for any life support training course required by the Employer, including ACLS, PALS and NRP. Such payment shall be made in the form of reimbursement directly to the nurse, and will neither be deducted from the \$35,000 education fund nor reduce the nurse's annual maximum set forth in Section 11.5.3. A nurse shall not qualify for benefits under this paragraph for attending such training course in a location other than Longview if that course is also offered in Longview, and sufficient space is available to attend the course, during the calendar year.

11.6 Military Leave. Leave required in order for a nurse to maintain status in the military shall be granted without pay and without loss of benefits accrued to the date such leave commences. A nurse shall not be required to take PTO for military leave.

11.7 Family and Medical Leave. Regularly scheduled full-time and part-time nurses who have been employed for at least twelve (12) months are entitled to twelve (12) weeks of unpaid family and medical leave during any 12-month period for the following purposes:

- (1) to care for a newborn child, or an adopted or foster child;
- (2) to care for a spouse, child, parent or significant other residing with the nurse who has a serious health condition; or
- (3) because of a serious health condition that makes the nurse unable to perform the functions of his or her position.

11.7.1 Absent unanticipated circumstances, nurses are required to give at least thirty (30) days' written notice in advance of the leave. The failure to provide such notice may result in the forfeiture of rights under this section.

11.7.2 Family leave taken for the care of a newborn child, adopted child or foster child must be completed within twelve (12) months of the child's birth or placement for adoption or foster care. Such leave shall be in addition to maternity leave granted for the disability period resulting from pregnancy or childbirth. If both spouses are employed by the Employer and desire to take family leave to care for their new child, then they are limited to twelve (12) weeks leave between them during any 12-month period.

11.7.3 For leaves related to a serious health condition, the Employer may request certification of illness, as provided by law, and may require at the Employer's expense the employee to obtain an opinion of a second healthcare provider designated by the Employer.

11.7.4 Leave shall be granted without loss of benefits accrued up to the date the leave commences. Leave taken to care for a newborn, adopted or foster child may be taken in a single block or by mutual agreement on an intermittent or reduced schedule

basis. Leave taken due to a serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary. If leave is taken on a reduced schedule or intermittent basis, the Employer may require the nurse to transfer temporarily to another position for which the nurse is qualified, and which would provide equivalent pay and benefits and a better accommodation for the nurse's recurring periods of leave.

11.7.5 Benefits shall not accrue during the unpaid portion of the leave period itself. The Employer shall, however, continue to provide health care coverage pursuant to this Agreement during the leave. The Medical Center may require a nurse, during the leave, to report concerning the nurse's status and intent to return to work.

11.8 Other Health Reasons. After one (1) year of employment, leaves of absence may be granted without pay for health reasons other than those covered in Article 11.7, upon the recommendation of a physician, for a period of six (6) months, without loss of benefits that have accrued as of the date of commencement of the leave. Such leave may be renewed, upon the recommendation of a physician, for an additional six (6) months for a total of one (1) year.

11.9 Bereavement Leave. A nurse who has completed the probationary period and has experienced the death of a significant person in the family life of the nurse will be granted up to thirty-six (36) scheduled hours in a calendar year of bereavement leave with pay. A significant person in the nurse's family life shall be defined as parent, brother, sister, child, spouse, spousal equivalent, grandparent, grandchild, or the in-law or step equivalent of parent, brother, sister, or child and any person for whom the employee assumes a legal guardianship role. All bereavement leave requests must be approved by the nurse's supervisor prior to the leave. If additional time for the leave is necessary, the nurse must request PTO for such additional time and obtain the supervisor's approval in advance.

11.10 Jury Duty. Any nurse shall receive pay up to a maximum of six (6) weeks for serving on jury duty, which will be the difference between the straight rate of pay and the amount of jury duty pay. If jury duty extends beyond six (6) weeks, the nurse shall continue to receive health and welfare benefits. To qualify for jury duty pay, a nurse must give the department handwritten notice of jury duty call and proof of payment for such jury duty. The

nurse must report for work if his or her jury service ends on any day in time to permit at least two (2) hours of work in the balance of the normal work day.

11.10.1 Subpoenaed witness. Nurses required to appear in court or in legal proceedings on behalf of the Employer or as a result of the nurses' duties and responsibilities during their regularly scheduled hours of work, shall receive compensation at the regular rate of pay, including overtime pay when applicable, for the time spent in making such appearance, less any witness fees received. If nurses appear in court or a legal proceeding on behalf of the Employer on their days off, they shall receive their regular hourly rate of pay, including overtime pay when applicable, for the time spent in making such appearance, less any witness fees received.

11.10.2 Nurses subpoenaed to appear in legal proceedings not related to their employment will be granted required time off in an unpaid status.

11.11 Return from Unpaid Leave of Absence.

11.11.1 Personal. Nurses returning from an approved personal leave of absence of thirty (30) days or less shall be reassigned to their former position. Nurses returning from an approved personal leave of absence exceeding thirty (30) days shall be reassigned to their former or equivalent position whenever possible.

11.11.2 Family, medical and health. Nurses returning from a family or medical leave as described in Article 11.7, or from a leave of absence due to health reasons described in Article 11.8 of twelve (12) weeks or less, shall be reassigned to their former position or an equivalent position. Nurses returning from a leave of absence due to family, medical, or other health reasons for more than twelve (12) weeks shall be reassigned to their former or an equivalent position whenever possible. If the former position has been filled and no equivalent position is available, the returning nurse shall be assigned to the first available comparable opening for which the nurse is qualified. The nurse may be considered as a candidate for the original position when that position is open.

11.11.3 Notwithstanding the provisions of this section, the Employer will not be required to reinstate a returning nurse to his or her former position, or to an equivalent position, if the nurse would no longer have occupied such position even had he or she been employed during the leave.

ARTICLE 12 – HEALTH AND INSURANCE PROGRAMS

12.1 Health Tests. The Employer shall arrange to give tuberculin skin tests and other tests as required by state law at no cost to the nurse. If a tuberculin test is contraindicated and such contraindication is verified by a physician, then the nurse will, upon request, receive a chest x-ray at no cost to the nurse. “No cost to the nurse” means the Employer will pay for the test. The Employer will make a good faith effort to allow the nurses to obtain services at the workplace wellness clinic during working hours.

12.2 Worker's Compensation. Nurses shall be covered by a plan of industrial insurance, either State Worker’s Compensation or a substantially equivalent plan.

12.3 FlexAbility. All nurses who are regularly scheduled to work at least forty (40) hours per pay period are eligible to participate in the FlexAbility program offered by the Employer. Nurses shall be offered benefit options, in accordance with the FlexAbility program, with regard to medical plan, dental plan, vision plan, long-term disability coverage, life insurance coverage, AD&D insurance, and healthcare and dependent care spending accounts.

12.3.1 For nurses working at least sixty-four (64) hours per pay period, the Employer shall pay 100% of the cost of the In-Network medical plan premiums for employee-only coverage, and 80% of said premium amounts for any of the employee & dependent coverage tiers (*i.e.*, employee + adult, employee + children, or family). For nurses working at least forty (40) but less than sixty-four (64) hours per pay period, the Employer will pay 65% of the In-Network medical plan premiums at any coverage tier (including employee-only and any employee & dependent tier).

12.3.2 The Employer shall pay the full cost of the dental and vision plan premiums for all nurses who are regularly scheduled to work at least sixty-four (64) hours per pay period, and will pay one-half (½) of said premiums for nurses who are regularly scheduled to work at least forty (40) hours per pay period.

12.3.3 The Employer shall continue the current or a comparable level of benefits existing under the FlexAbility program, or shall provide similar or better coverage under any substitute plan the Employer may offer in its place. If, however, such maintenance of plan design cannot be accomplished, the Employer shall notify the Association of the proposed changes and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation.

12.4 Retirement Plan. The Employer shall continue its present plan, or shall provide a similar or better retirement plan under any substitute plan the Employer may offer in its place. If, however, the Employer contemplates any changes in said benefits that would constitute a reduction of benefits, the Employer shall notify the Association of the proposed changes and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation.

ARTICLE 13 – COMMITTEES

13.1 Conference/Professional Practice Committee. The Employer and the Association agree that this Committee shall be in place for the life of this Agreement. The purposes of this Committee shall be to address issues that arise under this Agreement, to address nurse staffing and practice issues, and to address a professional development program. Minutes of these meetings shall be taken and distributed to members of the Committee within five (5) working days.

13.1.1 The committee shall be made up of representatives of management, which shall include the chief nursing executive, directors of nursing departments, and the Human Resources director, and bargaining unit nurses who shall be selected by the bargaining unit.

13.1.2 This Committee shall meet on a regular basis, no less than monthly, for a minimum of two (2) hours, unless mutually agreed upon otherwise. Nurses on the Committee shall be compensated for the duration of the meeting.

13.1.3 The scope of nurse staffing and practice issues shall include, but not be limited to, the orientation and development of nursing personnel, standards of practice of unlicensed nursing personnel, workloads, and acuity staffing.

13.2 Executive Safety Committee. The Association shall have the right to elect up to two (2) bargaining unit representatives to serve on the Employer's Executive Safety Committee. Time spent as a participant on this committee shall be compensated at the nurse's regular rate of pay.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, same shall be handled in the following manner, with failure at any step to meet specified deadlines to be evidence of satisfactory conclusion. The nurse will first attempt to resolve the problem with the nurse's immediate supervisor within thirty (30) calendar days of the date that the nurse knew or should have known that a grievance exists.

Step 1 — Nurse and Director

If the matter is not resolved within ten (10) days after the attempted resolution set forth above, the nurse shall, within ten (10) days, present the grievance in writing to the nurse's director. The nurse and the director will confer in an attempt to resolve the grievance. Either party may request that a union representative be present for the

conference. The director shall issue a written reply within ten (10) days of the receipt of the grievance.

Step 2 — Nurse and Chief Nurse Executive or Designee

If the matter is not resolved within ten (10) days after the attempted resolution set forth above, the nurse shall within ten (10) days present the grievance to the Chief Nurse Executive, or designee. The nurse and the Chief Nurse Executive will confer in an attempt to resolve the grievance. The L.U.C. or designee may be present if requested by the nurse. The Chief Nurse Executive shall issue a written reply within ten (10) days of the receipt of the grievance.

Step 3 — Nurse and Chief Executive Officer or Designee

If the matter is not resolved above, the nurse shall within ten (10) days present the written grievance to the Chief Executive Officer or designee. A meeting may be requested by either party with a union representative in attendance. A written reply shall be made within ten (10) days following receipt of the grievance or ten (10) days following the meeting.

Step 4 — Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Association may submit the issue in writing for arbitration within ten (10) days following Step 3. The Employer and the Association shall attempt to agree on an arbitrator. If the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) remains. The person whose name remains shall be the arbitrator.

14.2 The arbitrator's decision shall be final and binding on all parties. The arbitrator shall rule only on the issue(s) to be arbitrated, and shall have no authority to add to, subtract from, or otherwise change or modify the provisions of the Agreement as they may apply to the specific facts of the issue(s) in dispute.

14.3 Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including any and all attorney's fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

14.4 The arbitrator shall issue his or her written decision within thirty (30) calendar days from the date of the close of the hearing.

14.5 With prior agreement, time periods outlined in Steps 1, 2, 3, and 4 may be changed. It is understood that the time frames set forth in Steps 1, 2, 3, and 4 do not include Saturdays, Sundays or holidays. The arbitrator shall have no authority to award punitive damages.

14.6 Grievances may be initiated at Step 2 or Step 3 if both the Employer and the Association agree.

14.7 Any common grievance involving two (2) or more nurses may be submitted by the Association at the Step 1 level.

ARTICLE 15 – NO STRIKE CLAUSE

15.1 During the term of this Agreement, the Association shall not authorize, and no nurse shall engage in, any form of strike, sympathy strike, work stoppage, mass sick leave, or work slowdown. Nothing contained in this contract is to be construed to grant any nurse the right to strike or refuse to work for any reason.

15.2 There shall be no lockout of the nurses by the Employer during the life of the Agreement.

15.3 During labor disputes by other organized units of the Employer, nurses will not be required to perform nursing duties other than those that are normally performed by bargaining unit nurses. No nurse shall be required to perform work for which the nurse has not been oriented.

ARTICLE 16 – SEPARABILITY

16.1 IT IS UNDERSTOOD AND AGREED that all agreements herein are subject to all applicable laws. If any provision of the Agreement is in contravention of State or Federal laws, the provision shall not invalidate the entire Agreement. Any provision of this Agreement not in contravention of law shall, except as agreed otherwise by the parties in writing, remain in full force and effect for the life of the Agreement. As to any provision which is in contravention of law, the Employer and the Association shall enter into collective bargaining negotiations solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Complete Agreement. The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiably 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 the Agreement which was raised or reasonably could have been raised during negotiations. 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.

17.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the Association and the Employer are cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the

Association or the Employer where such practices have varied between individual departments or units within the overall bargaining unit.

ARTICLE 18 – NON-REDUCTION OF BENEFITS

18.1 The signing of this Agreement shall not result in a reduction of benefits or privileges of employment that are currently in effect and are not expressly covered herein, provided that such benefits or privileges are well established at the Employer’s facilities. For the purposes of this provision, “well established” shall mean that the benefit or privilege is unequivocal, readily ascertainable and accepted by the Association and the Employer over a reasonable period of time.

ARTICLE 19 – DURATION AND TERMINATION

19.1 This Agreement shall be effective as of the date of execution hereof, except as otherwise provided herein, and shall remain in full force and effect through September 30, 2011, and annually thereafter unless either party hereto serves notice to the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of September 30, 2011, or any October 1 thereafter that this Agreement is in effect.

In witness whereof Washington State Nurses Association and PeaceHealth Lower Columbia Region have executed this Agreement this _____ day of November, 2008.

WASHINGTON STATE
NURSES ASSOCIATION
By Judy Marken, RN
Judy Marken, RN
WSNA Nurse Representative

PEACEHEALTH LOWER
COLUMBIA REGION
By Rosanne Ponzetti
Rosanne Ponzetti
Regional VP, Human Resources

Patricia McClure, RN / gm
Patricia McClure, RN
WSNA Nurse Representative

Jeanne Avey
Local Unit Chairperson

Robin Larsen
Negotiating Team Member

Deborah Clued
Negotiating Team Member

Val Pennington, RN / gm
Negotiating Team Member

Mary Parker, RN / gm
Negotiating Team Member

Debby Nida, RN / gm
Negotiating Team Member

Amy Baultinghouse, RN
Negotiating Team Member

Negotiating Team Member

APPENDIX A
(Medical Center Nurses)

The basic minimum hourly rate of pay for staff nurses at the Medical Center shall be as follows:

Step	October 13, 2008	October 12, 2009	October 11, 2010
Base	\$28.15	\$29.28	\$30.80
Step 1	29.10	30.26	31.82
Step 2	29.98	31.18	32.77
Step 3	30.91	32.15	33.78
Step 4	31.81	33.08	34.74
Step 5	32.76	34.07	35.76
Step 6	33.95	35.31	37.05
Step 7	34.87	36.26	38.03
Step 8	35.76	37.19	38.99
Step 9	37.53	39.03	40.40
Step 10	38.50	40.04	41.44
Step 12	39.57	41.15	42.59
Step 15	40.70	42.33	43.81
Step 18	41.73	43.40	44.92
Step 22	42.79	44.50	46.06
Step 26	43.86	45.61	47.21
Step 30	44.96	46.76	48.40

APPENDIX B
(Clinic Nurses)

The basic minimum hourly rate of pay for staff nurses at the Medical Clinic shall be as follows:

Step	October 13, 2008	October 12, 2009	October 11, 2010
Base	\$26.96	\$28.04	\$30.27
Step 1	27.48	28.58	30.83
Step 2	28.30	29.43	31.71
Step 3	29.13	30.30	32.61
Step 4	29.96	31.16	33.50
Step 5	30.83	32.06	34.43
Step 6	31.07	32.31	34.69
Step 7	31.18	32.43	34.82
Step 8	31.85	33.12	35.53
Step 9	33.28	34.61	36.57
Step 10	34.12	35.48	37.47
Step 11	34.54	35.92	37.93
Step 12	35.06	36.46	38.49
Step 13	35.41	36.83	38.87
Step 14	35.70	37.13	39.18
Step 15	36.01	37.45	39.51
Step 18	37.58	39.08	41.20
Step 22	38.50	40.04	42.19
Step 26	39.44	41.02	43.21
Step 30	40.43	42.05	44.27

MEMORANDUM OF UNDERSTANDING

Re: Substance Free Workplace

1. WSNA and PHLCR declare their full and unequivocal support of a controlled substance free workplace. Both parties have an interest in providing a safe, secure and productive work environment free from alcohol and controlled substance abuse.
2. It is understood that reasonable suspicion determinations necessarily involve the exercise of discretion by management. Accordingly, WSNA agrees that it will exercise prudence and caution prior to processing a grievance challenging PHLCR's testing on grounds of reasonable suspicion. PHLCR will exercise prudence and caution when making reasonable suspicion determinations in accordance with the substance free workplace policy.
3. The parties agree that an effective controlled substance free workplace policy requires the support and cooperation of all employees. WSNA agrees to advise all bargaining unit members that, under the terms of their licensure, they are required to report employees whom they suspect to be impaired.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Re: Absenteeism

The parties hereby agree that, prior to initiation of the disciplinary process for a nurse under the Employer's absenteeism policy, the manager will first confer with the nurse. The purpose of the conference is to determine whether special circumstances exist that warrant, in the manager's discretion, deferral of the disciplinary process. Absent such special circumstances, the manager will proceed in accordance with the disciplinary process.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Re: Short-Term Compensation Negotiations

Where there is an immediate shortage of nurses in a unit or units and the Employer wishes to address the situation by providing additional compensation on a temporary basis, the Association will be available to negotiate the additional compensation within seven (7) days of the Employer's request. The parties agree that they will strive in good faith to reach an agreement to address the shortage. The Association further agrees not to reject any reasonable proposals.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Re: Imaging/Cath Lab

In the event that the Employer contemplates additional scheduled call in Imaging/Cath Lab beyond the current call guidelines for that unit, the Employer will notify and bargain upon demand with the Association prior to implementation.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Re: OB Designated Charge Nurses

Designated charge nurses in the OB unit shall be exempt from the general rule that designated charge nurses are included in low census equitable rotation.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Diabetes Educator and Behavioral Health Outpatient Nurse

Nurses hired into the positions of Diabetes Educator and Behavioral Health Outpatient Nurse after October 1, 2008 shall be placed on the Appendix B pay scale and paid in accordance with the Appendix B pay rates.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Critical Care/ED Staffing

PeaceHealth Lower Columbia Region (“Employer”) and the Washington State Nurses Association (“Association”) hereby agree as follows:

1. Nurses employed in the CCU and the ED as of the date of ratification of the Agreement may elect either (a) to participate in floating outside of their home unit, or (b) not to be subject to floating out of their home unit. Nurses who choose to participate under option (a) will receive cross-training to allow them to perform the essential functions of an assignment outside of their home unit. Nurses shall be given sixty (60) days following ratification of this Agreement to decide whether they want to participate or to opt out. Due to the commitment in resources required for cross-training, nurses who elect to participate may not, after 30 days have passed from the date of commencement of the nurse’s cross-training, opt out for a period of twelve (12) months from that date. After the 12-month period has passed, nurses may opt out after having provided 30 days’ advance written notice to their immediate supervisor. Nurses hired into the CCU or the ED after the date of ratification will be expected to participate in floating outside of their home unit. The units to which nurses will float pursuant to this paragraph are the CCU and the ED. Ultimately, with appropriate cross-training, nurses may also opt to be assigned to float to the PACU or the Cath Lab.

2. Low census shall be rotated independently within each unit in accordance with the provisions of Section 6.9 of the parties’ Agreement.

3. The Employer and the Association will work collaboratively to achieve the appropriate level of staffing in the CCU and the ED in accordance with the terms of paragraph 1 of this Memorandum of Understanding. The Employer will assess the effectiveness of this program no earlier than twelve (12) months following ratification of this Agreement. If either party determines that the program is not meeting patient or staff needs, then it will so notify the other party. The parties thereafter will meet to discuss possible changes to or termination of the provisions set forth in this Memorandum, which shall be implemented only by mutual

agreement. The parties agree that nothing in this MOU or the parties' Agreement would allow the Employer to implement mandatory call in the ED or the CCU without the parties' agreement.

PEACEHEALTH LOWER
COLUMBIA REGION

WASHINGTON STATE
NURSES ASSOCIATION

By _____

By _____

Date: _____

Date: _____

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