

Collective Bargaining Agreement

by and between

Washington State Nurses Association

and

Pullman Regional Hospital

Pullman, Washington

OCTOBER 1, 2010 TO SEPTEMBER 30, 2013

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – PURPOSE OF THIS AGREEMENT.....	1
ARTICLE 3 – DEFINITIONS.....	1
3.1 Resident Nurse.....	1
3.2 Staff RN.....	1
3.3 Charge RN	1
3.4 Full-time RN.....	2
3.5 Part-time RN.....	2
3.6 Supplemental RN	2
3.7 Preceptor.....	2
ARTICLE 4 – NON-DISCRIMINATION	3
ARTICLE 5 – NURSES’ PROFESSIONAL RESPONSIBILITY.....	3
5.2 Association Membership.....	3
ARTICLE 6 – ASSOCIATION RESPONSIBILITIES	3
6.1 Payroll Deduction	3
6.2 Distribution of Agreement.....	4
6.3 Meeting Facilities.....	4
6.4 Bulletin Board.....	4
6.5 Rosters.....	4
6.6 Local Unit Chairperson	4
6.7 Staff Representatives.....	4
6.8 Negotiating Representatives	5
ARTICLE 7 – SENIORITY - JOB VACANCIES - LAYOFF NOTICE.....	5
7.1 Definition.....	5
7.2 Job Vacancies and Layoffs.....	5
7.3 Notice of Layoff.....	6
7.4 Voluntary Reduction of Hours	6
7.5 Order of Layoff.....	6
7.6 Bumping Options.....	6
7.7 Nurses May Choose Layoff.....	7
7.8 Recall.....	7
7.9 Transfer to Supplemental Status.....	7

ARTICLE 8 – EMPLOYMENT PRACTICES	7
8.1 Discipline and Dismissal.....	7
8.2 Notice of Resignation.....	8
8.3 Resignation Interview	8
8.4 Evaluations	8
8.5 Personnel File	8
8.6 Hiring Documentation.....	9
8.7 Written Personnel Forms.....	9
ARTICLE 9 – HOURS, OVERTIME AND PREMIUMS	9
9.2 Work Period.....	9
9.3 Work Day	9
9.4 Overtime.....	10
9.5 Alternative Work Schedules.....	10
9.6 Shift Differential.....	10
9.7 Temporary Assignment to Higher Positions	10
9.8 Standby (On-Call) Pay	10
9.9 Call-in Pay	11
9.10 Educational Premium.....	11
9.11 Reporting Pay	11
9.12 Meal Periods	11
9.13 Rest Periods	11
9.14 Work Schedules	11
9.15 Weekends	12
9.16 Off-Duty Meetings.....	12
9.17 Low Census	12
9.18 Work in Advance of Shift	13
9.19 Rest Between Shifts	13
9.20 Work on Day Off	13
9.21 Shift Rotation.....	13
9.22 Split Shifts	14
9.23 Transfers.....	14
9.24 Health & Safety	14
ARTICLE 10 – WAGES	14
10.2 Credit for Previous Experience.....	14
10.3 Anniversary Salary Increase.....	14
10.4 Employee Incentive Plan.....	15
ARTICLE 11 – ANNUAL LEAVE.....	15

ARTICLE 12 – HOLIDAYS	16
12.1 Recognized Holidays	16
ARTICLE 13 – SICK LEAVE	16
13.9 Annual Leave Donation	17
13.10 Sick Leave Conversion to Annual Leave	17
ARTICLE 14 – LEAVES OF ABSENCES	17
14.1 Illness/Injury Leave of Absence	17
14.2 Personal Leave	17
14.3 Emergency Leave.....	18
14.4 Educational Leave.....	18
14.5 Military Leave	20
14.6 Family and Medical Leave	20
14.7 Maternity Leave	21
14.8 Domestic Violence Leave	21
ARTICLE 15 – HEALTH PROGRAM	22
15.1 Health Tests	22
15.2 Worker’s Compensation and Unemployment Compensation	22
15.3 Health Plan	22
15.4 Deferred Compensation.....	22
15.5 Benefits Committee.....	22
ARTICLE 16 – JURY DUTY AND SUBPOENAED WITNESS	22
ARTICLE 17 – ORIENTATION AND IN-SERVICE EDUCATION.....	23
17.1 Orientation.....	23
17.2 In-service Education	23
ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE	24
ARTICLE 19 – UNINTERRUPTED PATIENT CARE.....	25
ARTICLE 20 – CONFERENCE COMMITTEE.....	25
ARTICLE 21 – MANAGEMENT RESPONSIBILITIES	26
ARTICLE 22 – BARGAINING OBLIGATION.....	26
ARTICLE 23 – SEVERABILITY	27

ARTICLE 24 – TERM OF AGREEMENT 27

APPENDIX A – COMPENSATION SCHEDULE..... 29

MEMORANDA OF UNDERSTANDING 31

Collective Bargaining Agreement

by and between

Washington State Nurses Association

and

**Pullman Regional Hospital
Pullman, Washington**

OCTOBER 1, 2010 TO SEPTEMBER 30, 2013

This Agreement is made and entered into by and between Whitman County Public Hospital District Number 1-A (d/b/a Pullman Regional Hospital), Pullman, Washington, hereinafter referred to as the "Employer," and the Washington State Nurses Association, hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Association as the exclusive collective bargaining representative of its registered nurses (RNs), including staff nurses and charge nurses, and excluding administrative employees, nursing unit managers, and all other employees.

ARTICLE 2 - PURPOSE OF THIS AGREEMENT

2.1 The principal purposes of this Agreement are to insure equitable employment conditions for the nurses in the bargaining unit, effective communications between the Employer and the Association, optimum patient care for the patients of Pullman Regional Hospital, and establish an orderly system of employer-nurse relations which will facilitate joint discussions and cooperative solutions to mutual problems by Hospital management and representatives of the bargaining unit, and assure maximum efficiency of operations.

ARTICLE 3 - DEFINITIONS

3.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than twelve (12) months, or a registered nurse who is returning to practice with no clinical training or experience relevant to the position into which the nurse is hired within the past two (2) years or longer. (See, Section 17.1.2, Resident Nurse/Orientation.)

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

3.3 Charge RN. A registered nurse who assumes additional responsibility for a specific department or hospital-wide supervision. A Nurse Manager of any of the nursing departments may determine the need for a staff RN to assume additional responsibilities and assist with specified duties in the department. When this need is identified, a Charge Nurse position will be

posted allowing interested staff to apply. Each charge nurse will be compensated with the charge nurse premium for all hours worked. RNs may choose to assume additional responsibility as a hospital-wide supervisor (Clinical Coordinator) as needed, and these RNs will receive the charge nurse premium only for those hours worked as a Clinical Coordinator.

3.4 Full-Time RN. A registered nurse who is regularly scheduled to work seventy-two (72) hours or more per fourteen (14) day work period.

3.5 Part-time RN. A registered nurse who is regularly scheduled a minimum of forty (40) hours per fourteen (14) day period. Prorated benefits of sick leave and annual leave do accrue to a part-time RN.

3.6 Supplemental RN. A registered nurse who works as needed and when available, and works less than one thousand forty (1040) hours per calendar year. The Employer shall not hire or utilize supplemental nurses to replace part-time or full-time positions or to reduce the full-time equivalent (FTE) of the bargaining unit. The hiring and use of supplemental nurses is meant to provide greater flexibility for patient care needs while also providing quality patient care with competent staff. Each supplemental nurse must demonstrate clinical competence in order to maintain his/her position. Each supplemental nurse will work a minimum of ninety-six (96) hours per calendar year. Each supplemental nurse will make himself or herself available to work or to be on call at least one (1) recognized holiday shift per calendar year and at least two (2) weekend shifts per calendar year in order to maintain his/her employment at Pullman Regional Hospital.

3.7 Preceptor. An experienced nurse who is proficient in teaching new skills and is assigned the primary responsibility of planning and implementation of new skill development for newly hired or transferred nurses. A preceptor shall work on a one-on-one basis with, and on the same shift and unit as, the preceptee. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training, providing regular and ongoing feedback, for a specific orientation period to be determined by the Nurse Manager. A preceptor shall have the additional responsibilities associated with the precepting duties considered in nursing assignments.

3.7.1 Preceptor Training and Evaluation. The Employer shall maintain a preceptor training and evaluation program. Nurses desiring to become preceptors shall apply for participation in the preceptor training and evaluation program. The Nurse Manager shall be responsible for selecting those nurses to serve as preceptors. Nurses who serve as preceptors must satisfactorily complete this training and evaluation program before precepting any nurse. However, a nurse who has functioned as a preceptor prior to the date of this Agreement may serve as a preceptor, provided the Nurse Manager has evaluated the nurse according to the requirements of the training and evaluation program and has concluded that the nurse meets such requirements. The Nurse Manager shall review the effectiveness of each preceptor on an annual basis.

ARTICLE 4 - NON-DISCRIMINATION

4.1 The Employer and the Association shall comply with all applicable State and Federal laws prohibiting discrimination in employment, or membership in or legitimate activities on behalf of the Association.

ARTICLE 5 - NURSES' PROFESSIONAL RESPONSIBILITY

5.1 Nurses shall function and assume responsibilities in accordance with the Nurse Practice Act of the State of Washington and rules and regulations as established by the Washington State Board of Nursing.

5.2 Association Membership.

5.2.1 Any nurse covered by this Agreement who is currently a member of the Association may, within thirty (30) calendar days after the effective date of this Agreement, opt out of the Association by giving written notice by certified mail to the Association located at 575 Andover Park West, Suite 101, Seattle, WA 98188, of his/her intent not to remain a member. In the event a nurse does not exercise the foregoing option within that thirty (30) calendar day period, said nurse shall remain a member of the Association in good standing for the duration of this Agreement.

5.2.2 A nurse hired after the effective date of this Agreement shall have sixty (60) calendar days from date of hire to notify the Association at 575 Andover Park West, Suite 101, Seattle, WA 98188, by certified mail, return receipt requested, of his/her intention not to join the Association. If the nurse fails to exercise this option, the nurse shall be required as a condition of employment to become and remain an Association member in good standing (or agency fee payer) for the life of the Agreement. An Association member in good standing shall be defined as tendering all uniform fees and dues on a timely basis, either directly or by means of payroll deduction as provided for in Section 6.1, Payroll Deduction, of this Agreement.

All currently employed nurses and all newly hired nurses shall be made aware of these provisions.

ARTICLE 6 - ASSOCIATION RESPONSIBILITIES

6.1 Payroll Deduction. The Employer shall deduct Association dues from nurses' pay upon written authorization in lawful form from the individual nurse. Dues shall be transmitted to the office of the Washington State Nurses Association.

6.1.1 The Washington State Nurses Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or liabilities that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article. This section shall apply only if the nurse has executed an authorization form provided by the Washington State Nurses Association.

6.2 Distribution of Agreement. The Association shall furnish to the Employer and the Employer shall promptly distribute copies of this Agreement, with cover letter, membership application and payroll deduction card attached, to all presently employed and newly hired nurses in the bargaining unit. The Employer will provide thirty (30) days' advance notice of each new employee orientation that will involve registered nurses and will schedule thirty (30) minutes during such orientation for the Local Unit Chairperson or designee, with thirty (30) minutes' paid, release time, to meet with the newly hired nurses. Such orientation will occur within a newly hired nurse's first week of employment. The purpose of this meeting will be to welcome the orientees and to provide an overview of the Association and its services.

6.3 Meeting Facilities. The Association shall be permitted to use Hospital premises provided that sufficient advance request is made and sufficient space is available.

6.4 Bulletin Board. The Association and the local unit may post appropriate notices and bulletins relating to legitimate Association and Local Unit business on bulletin boards designated by the Employer. Material which does not meet the above criteria shall be removed.

6.5 Rosters. Within thirty (30) days after the effective date of this Agreement and twice a year thereafter (in the months of January and July), the Hospital will provide the Association and the local unit chairperson via an Excel spreadsheet attachment to email a seniority listing of the Registered Nurses in the bargaining unit. The list will include names, addresses, phone numbers, Hospital employee identification numbers, rates of pay, FTE, dates of hire and classifications (full-time, part-time or per diem) of the nurses. Monthly updates, containing all of the information listed above, of all nurses who moved into or out of the bargaining unit will be provided for the life of this Agreement via an Excel spreadsheet attachment to email.

6.6 Local Unit Chairperson. The Association shall have the right to select a Local Unit Chairperson (LUC) from among the nurses in the unit.

6.6.1 The parties acknowledge that Association business performed by the LUC, including the investigating of grievances, will be conducted during nonworking hours (*e.g.*, coffee breaks, lunch periods, and before and after shift). When it is not possible to investigate a grievance during nonworking periods, the LUC after first contacting the Chief Clinical Officer or his/her designee, will be allowed a reasonable amount of time during working hours to perform such functions with pay, except that such activity shall not take precedence over the requirements of patient care.

6.6.2 The Employer shall give notice to the Local Unit Chairperson no later than fourteen (14) calendar days from the newly employed nurse's date of hire, of his/her unit and shift.

6.7 Staff Representatives. The authorized WSNA representative shall have reasonable access to non-patient care areas of the Hospital for the purpose of investigating grievances, contract compliance and working conditions, provided the administrator or his/her designee is

notified in advance of his/her intent to enter the premises and no interference with the work of the nurses or the operations of the Hospital will result.

6.8 Negotiating Representatives. A total of one hundred twenty (120) hours will be paid to the Local Unit representatives for negotiating sessions. In the event these hours are exhausted prior to the conclusion of the contract negotiation process, the parties may negotiate an extension.

ARTICLE 7 - SENIORITY - JOB VACANCIES - LAYOFF NOTICE

7.1 Definition. Seniority shall be determined from the records of the Employer based upon total hours paid as an RN or LPN since the latest employment date the nurse commenced work at Pullman Regional Hospital.

7.1.1 Loss of Seniority. A nurse's seniority shall be lost for any of the following reasons:

- a. If the nurse quits;
- b. If the nurse is discharged for just cause;
- c. If the nurse when on layoff fails to return to work within five (5) working days [fourteen (14) days if the nurse is employed in another job when recalled] after having been notified by the Employer by registered mail, return receipt requested, to the nurse's last known address;
- d. Layoff for twelve (12) consecutive months;
- e. Failure to report for work upon the expiration of a leave of absence;
- f. If absent from work, failure to contact the Employer within three (3) working days regarding the reason for such absence.

7.1.2 Probationary Status. Staff nurse new hires shall be regarded as probationary nurses during the first ninety (90) calendar days of employment. For the purpose of encouraging permanent employment status, probation may be extended by thirty (30) days at a time, up to sixty (60) additional days, with the consent of the nurse and the Nurse Manager. The term of probation for resident nurses shall be the same as the term of residency. Upon completion of the probationary period, a new hire shall be entitled to seniority dating back to her/his most recent date of hire by the Employer.

7.1.2.A Probationary Nurse Evaluations. The performance of a probationary nurse shall be evaluated upon completion of her/his first sixty (60) days of employment. During the evaluation process, the nurse's Nurse Manager and her/his preceptor shall counsel him/her for the purpose of reviewing his/her progress toward regular nurse status. Such evaluations shall be set forth in writing, signed by the probationary nurse, and placed in the nurse's personnel file.

7.2 Job Vacancies and Layoffs. Seniority shall prevail with reference to filling permanent job vacancies, layoffs, and recall from such layoffs; provided, however, that job performance, skill, ability, and general qualifications for the position in question are not overriding factors in

the judgment of the Employer. If a nurse disagrees with the Employer's determination as to job performance, skill, ability and general qualifications, the nurse may have recourse to the grievance procedure.

7.2.1 All permanent vacancies shall be posted showing the date of posting in each Nursing Department at least eight (8) days prior to filling the vacancy. Registered Nurses presently on the staff shall be given the first opportunity to fill such vacancies, provided that job performance, skill, ability, and general qualifications are not overriding factors. Job performance, skill, ability, and general qualifications will be determined by the Nurse Manager for all applicants. After a nurse has been accepted for a position, the Hospital shall make reasonable efforts to move the nurse into the new position within four (4) weeks (unless a grievance is pending on the selection).

7.3 Notice of Layoff. A layoff is defined as an involuntary permanent or prolonged reduction of the committed scheduled hours (FTE) to any nurse employed by the Hospital. The Hospital shall provide the Association and any nurse involved at least twenty-one (21) calendar days' advanced written notice. Upon request, the parties shall meet as soon as practical following receipt of notice of layoff to discuss the timing, procedure and possible alternatives.

7.4 Voluntary Reduction of Hours. Prior to implementing a layoff, the Hospital may seek volunteers who are willing to reduce their committed scheduled hours (FTE). Such volunteers shall be considered on layoff and shall retain full recall rights.

7.5 Order of Layoff. In the event the Hospital determines that it must reduce the hours on a unit, it shall first identify the unit requiring the reduction of hours. Then, the following reductions shall be implemented:

7.5.1 The Hospital shall reduce the hours of the least senior full-time or part-time nurse on the unit and shift. The least senior position must be eliminated before the next-least senior position may be reduced.

7.6 Bumping Options. In the event of a layoff affected nurses, by seniority, shall have the following options to displace other nurses provided the nurse is qualified to perform the duties of the bumped nurse. For purposes of layoff, "qualified" shall mean the ability to independently provide safe, direct patient care and supervision and delegation to other care providers for the standard caseload on the unit, based on the job description, with up to three (3) weeks of retraining.

A. Intra-Unit. A nurse displaced off his/her shift may elect to displace the least senior nurse on another shift on the nurse's unit with the same or a lesser FTE, or

B. House-wide. The displaced nurse may select a position from the Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the positions held by the least senior full-time and part-time nurses in the bargaining unit (including any vacant positions). The size of the Low Seniority Roster will be the four (4) least senior positions in the bargaining unit (including any vacant positions) plus an additional number of

positions (moving up the seniority roster) equal to the number of nurses subject to layoff. (Example: If the positions of three (3) RNs are identified for layoff, the Low Seniority Roster would consist of the positions held by the seven (7) least senior nurses in the bargaining unit.) The most senior nurse whose position is subject to layoff shall be the first to select from the Low Seniority Roster. A nurse whose position has been identified for layoff and whose position would appear on the Low Seniority Roster may select only positions on the roster which are held by the least senior nurse.

If a nurse is unable to select a position off the Low Seniority Roster because of a lack of qualifications for the position, additional positions moving up the seniority roster shall be added until a) a position is available for which the nurse is qualified, or b) the nurse's own position on the seniority roster is reached.

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

7.8 Recall. In the event of a layoff, the names of such nurses who have experienced a reduction in their FTE shall be placed upon a reinstatement roster for a period of one (1) year from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a comparable position (same shift and FTE).

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

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

7.9 Transfer to Supplemental Status. Without affecting their recall rights, nurses on layoff who are qualified may temporarily transfer to supplemental status in accordance with Section 3.6, Supplemental RN.

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Discipline and Dismissal. Nurses may be dismissed or disciplined for just cause only; provided, however, that during the probationary period, as defined in this Agreement, a nurse may be discharged or disciplined at the Employer's discretion.

8.1.1 A written record of the charges forming the basis for a disciplinary action shall be made available to the affected nurse within forty-eight (48) hours of the time the disciplinary action is taken. Any disciplinary action taken against a nurse shall be appropriate to the behavior which precipitated the disciplinary action.

8.1.2 The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective nurse-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the system of progressive disciplinary actions which the Employer may take against a nurse include:

- a. verbal warning
- b. written reprimand
- c. suspension
- d. termination

Which disciplinary action is taken depends upon the seriousness of the affected nurse's conduct.

Unless a violation is serious enough to warrant discharge without prior warning, no permanent nurse shall be discharged without first receiving a prior warning for the same or some other violation. Documentation related to verbal warnings shall be maintained in a nurse's departmental file and not in his/her personnel file. Documentation related to verbal warnings will be removed from a nurse's file if no such similar discipline is imposed within six (6) months of the verbal warning at the nurse's request. Written reprimands will be removed from a nurse's personnel file if no such similar discipline is imposed within one (1) year of the written reprimand at the nurse's request.

8.1.3 The nurse shall have the right to the attendance of a person of the nurse's choice at a disciplinary meeting which may be the LUC.

8.1.4 A nurse who believes she/he has been disciplined or discharged without just cause shall have recourse to the Grievance and Arbitration Procedure herein.

8.2 Notice of Resignation. A staff RN must give at least twenty-one (21) calendar days' advance written notice of the resignation to the Nurse Manager or the Chief Clinical Officer. A regularly designated Charge Nurse and Operating Room Nurse will give twenty-eight (28) calendar days' notice of resignation. A nurse who terminates her/his employment with proper written notice shall be entitled to payment for any annual leave benefits which may have been accrued up to the termination date.

8.3 Resignation Interview. An interview shall be conducted with the Director of Human Resources, and optionally with the Nurse Manager and/or the Chief Clinical Officer, whenever a nurse resigns.

8.4 Evaluations. The annual evaluation is a tool to facilitate individual growth and personal development. Nurses will receive written performance evaluations annually and will be given a copy of their evaluation and/or a summary of any peer review process. Nurses will be given an opportunity to respond to the evaluation/peer review comments in writing.

8.5 Personnel File. Upon request to the Director of Human Resources, a nurse shall have access to her/his own personnel file for review in the office. The Director of Human Resources

may remove any confidential reference material from a probationary nurse's file; however, a regular nurse shall have access to her/his entire personnel file. After completion of the probationary period, the Employer shall remove reference verifications and other third party material from the nurse's file. Upon request, a nurse shall be given a copy of any information in her/his personnel file.

8.6 Hiring Documentation. Each nurse shall at the time of hire receive a copy of:

- a. A statement of the Employer's personnel policies.
- b. The job description of her/his classification.
- c. The evaluation form used by the Employer, along with an oral explanation of the evaluation criteria, the procedure followed in an evaluation conference, who will conduct the evaluation, and when the evaluation will be conducted.
- d. A statement of the nurse's rate of pay, shift, primary unit and number of hours to be scheduled.
- e. The WSNA Agreement and application form.

8.7 Written Personnel Forms. Written forms shall be used to specify date of termination, change of position or leave of absence. Reasons for the termination, change in status, change in pay, and leave of absence shall be noted on the forms and the nurse shall be given one (1) copy of the form.

8.7.1 Payroll checks shall show number of hours worked, rate of pay, sick leave accrued, and annual leave accrued.

8.8 Nurses in the bargaining unit shall be paid in accordance with the Employer's payroll policy.

ARTICLE 9 - HOURS, OVERTIME AND PREMIUMS

9.1 Nothing in this Article shall be construed as a guarantee of hours of work per day or per week, or as a guarantee of days of work per week.

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

9.3 Work Day. A standard work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours or twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

9.3.1 Time paid for shall be counted as hours worked for purposes of computing salary and benefits, except holidays and health benefits which are based on scheduled hours. Nurses are responsible for the timely and accurate completion of their own time-cards, with their signatures appropriately and legibly affixed.

9.4 Overtime. Overtime at the rate of one and one-half times (1 1/2x) the nurse's regular rate of pay, including applicable differentials shall be paid for all authorized time worked beyond forty (40) hours in a seven (7) day work period or beyond eight (8) hours per day or eighty (80) hours in a fourteen (14) day work period if the nurse works on an "8-80" system. Overtime at the rate of one and one-half times (1 1/2x) the nurse's regular rate of pay, including applicable differentials, shall be paid for all authorized time worked beyond the nurse's standard work day. Overtime at the double time (2x) rate of pay, including applicable differentials, will be paid for all hours in excess of twelve (12) consecutive working hours for nurses scheduled on a fourteen (14) day work period.

9.4.1 Nurses who are assigned to work a ten (10) or twelve (12) hour shift schedule shall receive overtime pay at one and one-half times (1 1/2x) their regular rate of pay, including applicable differentials, for all hours worked beyond ten (10) or twelve (12) hours per day, respectively, or forty (40) hours in a seven (7) day work period. Any hours worked beyond fourteen (14) in a day, or forty-four (44) in a seven (7) day work period, will be paid at the double time (2x) rate of pay.

9.4.2 Overtime will be assigned with the mutual agreement of the nurse affected, subject to exceptions under RCW 49.28.140. Volunteers will be sought first.

9.4.3 Duplication of Premiums. There shall be no duplication or pyramiding of overtime/premiums of the same hours worked.

9.5 Alternative Work Schedules. Alternative work schedules may be established by the Employer with the consent of the nurse(s) involved, and prior written notification at least fourteen (14) calendar days in advance to the LUC and to the Association. Where work schedules other than the eight (8) hour per day schedule are utilized, the Employer retains the right to revert back to the eight (8) hour per day schedule or the work schedule which was in effect immediately prior to the alternative work schedule. Before reverting back, a minimum of fifteen (15) calendar days' notice will be given to the nurse(s) involved.

9.6 Shift Differential. In accordance with Appendix A, nurses working the evening shift (3:00 p.m. to 11:00 p.m.) shall receive an evening shift premium and nurses working the night shift (11:00 p.m. to 7:00 a.m.) shall receive a night shift premium. Applicable shift differential shall be paid when a nurse works a majority of evening or night shift hours.

9.7 Temporary Assignment to Higher Positions. Whenever a nurse in the bargaining unit is temporarily assigned to a Charge Nurse position, the nurse shall be compensated for hours worked at the Charge Nurse rate of pay in accordance with Appendix A. Temporary assignments outside the bargaining unit will be by mutual agreement.

9.8 Standby (On-Call) Pay. If a nurse is assigned to standby status by the Employer, she/he shall be paid at the rate of pay in accordance with Appendix A. Generally, standby status will be in effect at a designated time and will be paid accordingly.

9.9 Call-in Pay. A nurse who is called back to the Hospital while on standby status shall be paid for all time worked at the rate of one and one-half times (1 1/2x) her/his regular rate plus applicable shift differentials and weekend premium. The nurse shall be guaranteed a minimum of two (2) hours' work or pay in lieu thereof for each callback to the Hospital. Any hours worked beyond fourteen (14) in a day, or forty-four (44) in a seven (7) day work period, will be paid at the double time (2x) rate of pay. Nurses do not receive on-call pay during the time they are receiving call-in pay.

9.10 Educational Premium. Certified Registered Nurses who are assigned to work in their areas of CRN specialty (such as CEN, CCRN, CNOR, *etc.*) will be paid a premium in accordance with Appendix A. This does not include basic certifications, such as ACLS, TNCC, PALS, *etc.* The Certified Registered Nurse must provide proof of current certification to the Employer.

9.10.1 BSN Premium. Registered Nurses who have completed the requisite course of studies leading to the conferring of a BSN degree from an NLN accredited college/university School of Nursing, will be paid a premium in accordance with Appendix A. The BSN Registered Nurse must present official documentation (such as diploma or transcript) to the Chief Clinical Officer with NLN accreditation noted on that transcript, to be eligible for this premium.

9.10.2 MSN Premium. Registered Nurses who have completed the requisite courses of studies, and who have completed a thesis and/or successfully passed comprehensive examinations leading to the conferring of an MSN degree from an accredited college/university, will be paid a premium in accordance with Appendix A. The MSN Registered Nurse must present official documentation (such as diploma or transcript) to the Chief Clinical Officer, to be eligible for this premium.

9.11 Reporting Pay. A nurse who is not given a minimum of one (1) hour's notice prior to the beginning of the shift that he/she is Low Censused or placed on call shall receive three (3) hours' pay at the basic straight time hourly rate. A nurse who is unable to report to work for a scheduled shift shall give a minimum of one and one-half (1 1/2) hours' notice.

9.12 Meal Periods. Each nurse shall receive an unpaid meal period of thirty (30) minutes per day. If the nurse is not relieved of all duties and permitted to leave his/her unit for the entire meal period, this period shall be paid for. The supervisor on duty shall assure that the nurse is offered relief to leave the unit for her/his meal break. In the event the nurse elects not to leave the unit for the break after the offer of relief and continues to work during that half (1/2) hour period, this shall result in the nurse being paid for that half (1/2) hour period only.

9.13 Rest Periods. Nurses will receive a fifteen (15) minute rest period for each four (4) hours of work. Rest rooms and meal facilities will be provided. The Employer will provide locker space for employed nurses in a convenient location.

9.14 Work Schedules. Subject to adjustments required by census fluctuation, a schedule of shifts and days off of at least four (4) weeks in duration shall be posted at least two (2) weeks in

advance of the period covered by the schedule. (This section shall not apply to supplemental nurses.) This section shall not preclude changes at the request of, or with the agreement of, a nurse.

9.15 Weekends. Full-time and part-time nurses shall be scheduled to work every other weekend and shall be granted every other weekend off. In the event a nurse works any part of the nurse's scheduled weekend off at the request of the Hospital, all time worked on the nurse's scheduled weekend off shall be paid at the rate of one and one-half times (1 1/2x) the nurse's regular rate of pay. This Section 9.15, Weekends, shall not apply to any nurse who initiates a request in writing to be given more frequent weekend duty, nor to a nurse who is hired specifically to work weekends. Such nurse shall be paid at the straight rate of pay plus any applicable shift differential for all hours worked on the weekend. The weekend shall normally be defined as Saturday and Sunday for day and evening shifts, and as Friday and Saturday for night shifts. It is recognized that other days may be designated as the weekend based upon mutual agreement.

9.15.1 This time and one-half (1 1/2x) provision shall not apply to a nurse or his/her relief who works on his/her scheduled weekend off as a result of the Employer accommodating said nurse's request for the weekend off. The nurse is responsible for finding his/her own replacement for trading a weekend in a posted schedule.

9.15.2 Weekend Premium Pay. Any nurse who works between 11:00 p.m. Friday and 11:00 p.m. on Sunday shall be paid a weekend premium in accordance with Appendix A.

9.16 Off-Duty Meetings. Time spent by nurses during off-duty hours at any meeting where attendance is requested by the Employer shall be treated as compensable working time. Overtime will be paid when applicable.

9.17 Low Census. When assigning low census days, the Employer will choose staff to assure optimal patient care. Volunteers for low census will be utilized first when possible consistent with staffing needs. When the Hospital needs to reduce staff, the individual units will first attempt to reach a consensus as to which RNs will take a low census day. If a solution cannot be reached within the units, the Hospital will implement low census days in the following order:

1. Agency/traveling nurses;
2. Volunteers among nurses currently in overtime will be sought;
3. Volunteers throughout the entire Hospital;
4. Supplemental nurses;
5. Regular part-time and full-time nurses both working above their assigned full-time equivalent ("FTE") status ("profiled hours") and working in an overtime status;
6. Regular part-time and full-time nurses based on seniority and rotated equitably. The rotation will be based on hours previously low-censused.

Newly hired nurses will be subject to low census rotation after completion of their initial orientation. Seniority, annual leave, and sick leave benefits shall accrue for low census days

taken. Nurses may elect to use any accrued annual leave or personal holidays for low census days. (A nurse placed on low census shall not also be required to be on standby.)

9.17.1 During the six (6) month periods of January-June and July-December of each year, a nurse may be given up to forty (40) hours of mandatory low census. The nurse may use accrued annual leave or personal holidays for mandatory low census hours. After the forty (40) mandatory hours have been reached in a six (6) month period, the nurse may elect to use accrued sick leave for any additional mandatory low census hours.

9.17.2 If low census exceeds twenty-five percent (25%) on a three (3) month average, the layoff procedure will apply.

9.18 Work in Advance of Shift. When a nurse is requested to report for work in advance of the assigned shift and continues to work during the entire scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times (1 1/2x) the regular rate of pay, including applicable differentials.

9.19 Rest Between Shifts. Pullman Regional Hospital is committed to provide adequate rest between shifts, as described below, for all nurses to assure patient safety and a healthy work environment for nurses. It is the goal of the Hospital and WSNA to promote adequate rest between shifts, while meeting the patient/hospital scheduling needs and ensuring that nurses meet their regularly scheduled hours. In scheduling work assignments, the Employer will provide each nurse with at least twelve (12) consecutive hours off duty between shifts for those nurses assigned to the eight (8) hour shifts and at least ten (10) consecutive hours off duty for those nurses assigned to ten (10) or twelve (12) hour shifts, or pay the nurse one and one-half times (1 1/2x) the nurse's regular rate of pay until the nurse receives twelve (12) consecutive hours or ten (10) consecutive hours off duty respectively. A nurse is not considered "off duty" if he or she is called back into work or continues working at the end of a shift. A nurse who is on call is considered "off duty." A nurse attending a mandatory meeting is not considered "off duty." A nurse attending a nonmandatory meeting is considered "off duty."

9.20 Work on Day Off. Full-time or part-time nurses who, at the request of the Employer, agree to work on their scheduled day off within forty-eight (48) hours of their scheduled day off and work on their scheduled day off, will be paid at the overtime rate. A nurse who is not on standby and is asked by management to work, shall have the option of declining such assignment.

9.21 Shift Rotation. Except at the request of or with the consent of a nurse, there shall be no rotation of shifts unless a nurse was hired with the understanding that shifts will be rotated. This section shall not apply where a nurse elects to work a different shift, or in an emergency situation. An emergency situation must exist for greater than forty-eight (48) hours, will extend for no longer than six (6) weeks, and cannot be extended for the same situation. Volunteers can be sought first in an emergency situation. If a sufficient number of volunteers are not available, all nurses with less than five (5) years' seniority may be required to rotate shifts. Such shift assignments shall be rotated equally among those nurses, provided the nurse is qualified in the judgment of the Chief Clinical Officer.

9.22 Split Shifts. Nurses may not be required to work split shifts without their consent. This provision shall not be construed to prohibit the Hospital from asking a nurse to stay home pursuant to Section 9.17, Low Census, and placing the nurse on standby/call.

9.23 Transfers. Nurses will not be required to transfer or float to facilities other than Pullman Regional Hospital at Pullman, Washington.

9.24 Health and Safety. It is recognized that providing quality patient care in a safe work environment is a major goal for the Hospital and the Association. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description department protocols, shall be furnished. The Hospital shall provide nurses with adequate training on the use of required equipment and work methods and necessary protective equipment required to perform hazardous duties. In directing its work force, the Hospital will be guided by the applicable regulatory agencies. The concerned nurse may present nurse safety questions to his/her manager for discussion. If not satisfied with this discussion, the nurse may present the safety question to the Employee Health Director. Additionally, the Association shall appoint a nurse to serve on the Hospital's Environment of Care Committee. This committee shall consider and develop recommendations on health and safety matters of concern to registered nurses, including, but not limited to, infectious diseases, ergonomics, chemical hazards, security and physical safety, radiation, reduction of latex in the workplace, safe needle devices, back injuries and safe education.

ARTICLE 10 - WAGES

10.1 The wage schedule for classifications covered by this Agreement is set forth in Appendix A attached hereto.

10.2 Credit for Previous Experience. A) Presently employed nurses shall be placed at the appropriate level of the Registered Nurse salary scale according to length of service with the Employer and total years' applicable experience as a registered nurse. B) Nurses hired during the term of this Agreement shall be placed in the Salary Scale according to their total years of applicable experience as a registered nurse. Newly hired nurses will not be brought in at a rate higher than currently employed nurses with equal total applicable experience.

Applicable experience shall be defined as clinical nursing experience in an accredited hospital, or experience as a nurse practitioner, as a nurse educator without a break in nursing experience which would reduce the level of nursing skill. The experience shall be evaluated by the Chief Clinical Officer or designee and the individual nurse.

10.3 Anniversary Salary Increase. Nurses shall receive anniversary salary increases in accordance with the salary schedule set forth in Appendix A attached hereto. The anniversary increase will become effective as of the first day of the pay period following the nurse's anniversary date.

10.3.1 A nurse's anniversary date shall be her/his most recent date of hire by the Employer. Said date may from time to time be adjusted pursuant to this Agreement.

10.3.2 Notwithstanding Section 10.3, Anniversary Salary Increase, a part-time nurse shall be eligible for an anniversary increase upon reaching her/his anniversary date only if the nurse has worked or been paid for a total of at least one thousand forty (1,040) hours during the one (1) year period ending on her/his anniversary date. If the nurse has not accumulated a total of at least one thousand forty (1,040) hours as of such date, she/he shall not be eligible for an anniversary increase until she/he accumulates such total. In such event, the nurse's anniversary date shall be adjusted to coincide with the date on which she/he accumulates such total.

10.4 Employee Incentive Plan. Eligible nurses shall participate in the Employee Incentive Plan (EIP) approved by the Board of Commissioners on February 7, 2001, and shall receive any lump-sum compensation or salary increases that they are entitled to receive under the EIP. Such compensation shall be in addition to the compensation specified in Appendix A, attached hereto.

ARTICLE 11 - ANNUAL LEAVE

11.1 A full-time nurse shall be entitled to annual leave benefits in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Amount of Annual leave</u>	<u>Hourly Accrual</u>
1st through 4th	152 hours per year	.07308
5th through 10th	192 hours per year	.09231
11th through 14th	232 hours per year	.11154
15th and higher	272 hours per year	.13077

11.2 Part-time nurses shall accrue annual leave benefits in accordance with the above schedule based on her/his working hours but not to exceed the full-time rate.

11.3 Consistent with scheduling needs, a nurse may be scheduled for annual leave time off at any time after attaining six (6) months of continuous service.

11.4 A nurse may carry, at any time, one (1) year's authorized annual leave accrual, plus eighty (80) additional annual leave hours. If a nurse exceeds her/his limit, annual leave time must be used or paid automatically for during the next payroll period.

11.5 Every effort will be made to schedule annual leaves with the convenience of the nurse in mind. Conflicts between individual nurse requests for annual leave periods shall be resolved by seniority.

11.6 Annual leave pay shall be the amount which the nurse would have earned had the nurse worked during the period of his/her annual leave, at the nurse's regular rate and regular shift.

ARTICLE 12 - HOLIDAYS

12.1 Recognized Holidays. The following shall be recognized as holidays:

New Year's Day (Jan. 1)	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4)	Christmas Day (Dec. 25)

12.2 A nurse who works on a holiday shall be paid for all hours worked at one and one-half times (1 1/2x) the nurse's regular rate.

12.2.1 The nurse shall be paid one and one-half times (1 1/2x) for working on a holiday as set forth in Section 12.1, Recognized Holidays, when the majority of the shift hours worked fall on the holiday. For example: Evening of the holiday (7 p.m. - 7 a.m., 11 p.m. - 7 a.m.); Day of the holiday (7 a.m. - 7 p.m., 7 a.m. - 3 p.m., 3 p.m. - 11 p.m.).

12.3 Consistent with the patient care needs of the Employer, holiday work will be rotated as equitably as possible among full-time, part-time and supplemental nurses. All nurses should expect to work either Christmas or Thanksgiving, if needed. Nurses with less than one (1) year of service at the Hospital should expect to work at least one (1) of these two (2) holiday periods, if needed.

12.4 Any nurse who works overtime on a holiday shall be paid at double time (2x) for all overtime worked on the holiday.

ARTICLE 13 - SICK LEAVE

13.1 Full-time nurses shall accrue sick leave at the rate of eight (8) hours per month, to a maximum of ninety-six (96) hours of leave per year. Part-time nurses shall accrue sick leave based on the worked hours of the nurse not to exceed the full-time rate. Unused sick leave may be carried over from year to year up to a maximum accumulation of nine hundred ninety-two (992) hours.

13.2 Sick leave shall be payable commencing with the first day of illness. The Employer reserves the right to require written documentation from the nurse's physician before sick leave is approved.

13.3 Sick leave with pay will be allowed up to the amount of time accrued by the nurse. Sick leave up to the amount accrued will be paid for illness or injury which has incapacitated the nurse from performing her/his normal duties, and during any period of actual disability due to pregnancy or childbirth. Accrued sick leave may be used for medical, dental or optical appointments when approved in advance by the Nurse Manager. Sick leave shall not be allowed for a regularly scheduled day off or if the nurse is ill on her/his annual leave.

13.4 Accrued sick leave may be used for the care of a nurse's child under the age of eighteen (18) with a health condition that requires treatment or supervision of the nurse or for a child age eighteen (18) or older who is incapable of self-care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law, or grandparent of a nurse, all under the same provisions as other sick leave use under this Article.

13.5 Probationary nurses shall accrue sick leave benefits as provided above from the date of hire.

13.6 Accrued sick leave may be used for maternity leave during the period of actual disability of the nurse.

13.7 In the event a nurse is re-employed within a year, she/he will receive any prior sick leave accumulation.

13.8 At the end of every year in which the nurse's accrued sick leave exceeds four hundred eighty (480) hours, the nurse may choose to cash out all of those excess hours or leave those hours in the nurse's sick leave accrual. These excess hours will be paid at thirty percent (30%) of her/his year-ending base wage and will be paid on the first paycheck of the following year. The hours cashed out will be removed from the nurse's sick leave accrual. If the nurse chooses to leave the excess hours in her/his accrual, these hours will not be available to cash out in subsequent years.

13.9 Annual Leave Donation. Any nurse may transfer up to sixteen (16) hours per year of accrued annual leave to any other nurse whose extended illness threatens to exhaust his/her sick leave.

13.10 Sick Leave Conversion to Annual Leave. During October of each year, a nurse may convert up to sixteen (16) hours of accrued sick leave to the nurse's own annual leave accrual balance, so long as the nurse has a beginning balance of ninety-six (96) hours or greater of sick leave accrual at the time of such conversion.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Illness/Injury Leave of Absence. A nurse who has been employed at least one (1) year shall, upon written request be granted an unpaid leave of absence for reasons of disability due to illness and/or injury for a period of up to six (6) calendar months. In order to be granted, the nurse's physician must submit a medical statement recommending leave at the time such leave is requested, and again in a statement of the nurse's fitness to return to work. Said nurse(s) shall be guaranteed the same or comparable position upon timely return to the Hospital.

14.2 Personal Leave. (a) Up to a maximum of three (3) nurses [but no more than one (1) per unit] who have been employed at least one (1) year shall be granted a personal leave of absence without pay for up to six (6) calendar months provided the nurse(s) requests such leave of absence in writing at least sixty (60) calendar days in advance and also stating a definite date when she/he intends to return to work. Should more than two (2) nurses request personal leave,

seniority will govern which two (2) shall be granted the leave. Nurses who are granted a leave of thirty (30) calendar days or less shall be given the same position upon timely return to work. Nurses who return after thirty (30) calendar days and up to one hundred eighty (180) calendar days shall be offered the same or equivalent position (*i.e.*, shift and FTE). After thirty (30) calendar days, if the employer cannot hold the same position open, it will send a certified letter to the last provided address of the nurse on leave informing the nurse that he/she has the option of immediately returning to work at the same position. If said nurse fails or chooses not to timely return, he/she will be offered the first available opening for the same or an equivalent position at such time that an opening would occur.

14.2.1 A nurse granted a leave of absence shall not accrue benefits during the period of such leave of absence if the leave exceeds thirty (30) calendar days.

14.2.2 A nurse granted such leave of absence shall have her/his anniversary date of employment readjusted by the number of days of the leave if the leave exceeds thirty (30) days.

14.3 Emergency Leave. For purposes of this section, “immediate family” shall be defined as the nurse’s spouse, children, parents and parents-in-law, brothers, sisters, grandchildren, grandparents, step-children, step-parents and significant other person.

A) Up to twenty-four (24) hours of scheduled time shall be allowed with pay to full-time and part-time nurses at the nurse’s regular rate for death in the immediate family. A nurse may utilize her/his sick leave and/or annual leave accruals in addition to emergency leave herein to allow the nurse to take a complete calendar week off for a death in the immediate family.

B) Up to twenty-four (24) hours of scheduled time per calendar year shall be allowed with pay to full-time and part-time nurses at the nurse’s regular rate for critical illness in the immediate family.

Where extensive travel is required of at least five hundred (500) air miles or at least eight (8) hours of surface travel, sixteen (16) additional hours of scheduled time will be granted with pay annually for either critical illness or death in the immediate family.

“Scheduled time” is defined as those days of the week that a nurse is normally scheduled to work.

14.4 Educational Leave. The Hospital is committed to ongoing education and professional development. Staff nurses and the Nurse Managers will look at the funds available and the needs for continuing education and travel for the upcoming year. An Employer-designated group, which consists of staff nurses, Nurse Managers, and local unit representation, will identify and prioritize the needs for funds allocated by the Hospital to best meet the needs of the individuals, departments and overall hospital nursing services.

14.4.1 A nurse who is required by the Employer in writing to attend educational meetings, shall receive full salary while at such meetings and shall also receive reimbursement for all such legitimate expenses incurred while at such meetings.

14.4.2 When required by the Employer to attend an educational meeting on a regular day off, the nurse shall receive compensatory time off equal to the time spent at the meeting, including travel time.

14.4.3 After one (1) year of continuous employment at the Hospital, full-time nurses and part-time nurses prorated shall be granted up to forty (40) hours paid educational leave per calendar year to attend a program(s) of her/his choice as mutually agreed upon in writing with the Nurse Manager. In the event the Nurse Manager does not approve a given program the nurse may within forty-eight (48) hours appeal to the Chief Clinical Officer. The Chief Clinical Officer, or designee, shall notify the nurse of the decision within forty-eight (48) hours after receipt of the appeal. If written requests for such leave are made at least fifteen (15) days in advance, the employer shall endeavor, without compromising patient care, to arrange for appropriate replacement in the staffing schedule. The nurse may be requested to report back to the hospital information gained from the educational session.

14.4.4 Each day of educational leave shall be considered as time worked not to exceed the number of hours of the nurse's regular shift at the nurse's regular rate of pay. Nurses will be allowed to use their unused educational leave when asked to take a low census day, provided the educational program has been mutually agreed upon with the Nurse Manager.

14.4.5 Tuition Reimbursement. To assist regular full and part-time nurses to continue their higher education, the Hospital offers a tuition reimbursement program for both undergraduate and graduate courses. Nurses will only receive reimbursement for courses taken within an accredited program, as follows:

A) After one (1) year with the Hospital, if a nurse is working towards her/his undergraduate degree or taking an undergraduate or graduate course(s) independent of a degree program, the Hospital will reimburse a total of Two Thousand Five Hundred Dollars (\$2,500) per calendar year.

B) After three (3) or more years with the Hospital, if a nurse is working towards her/his graduate degree and is enrolled in a degree track, the Hospital will reimburse a total of Six Thousand Dollars (\$6,000) per calendar year.

C) To apply, a nurse must submit a brief letter prior to the beginning of the course that states the course that will be taken and how it applies to the work they are doing at the Hospital. The letter must be approved by the nurse's Nurse Manager and then forwarded to Human Resources.

D) Upon successful completion of the course, a B grade or better or a P in a Pass/Fail course, the nurse must submit a copy of her/his grade report and a receipt showing the tuition paid to Human Resources. Human Resources will then forward the information for reimbursement.

14.5 Military Leave. A nurse who is required to perform military reserve duty in order to maintain status in the military reserve of the United States shall be granted a leave of absence without pay for the required period of time. No loss of benefits or change in anniversary date shall result because of granting this leave.

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

14.6 Family and Medical Leave. In accordance with the federal Family and Medical Leave Act of 1993, upon completion of at least twelve (12) months (which need not be consecutive), a nurse who has worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; (b) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former position at conclusion of the leave. A copy of the state and federal "Family Leave" laws and regulations are located in the Human Resources Office.

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

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

14.7 Maternity Leave. A pregnant nurse shall be allowed to work as long as she adequately performs her normal duties and until her attending physician determines that she is no longer physically capable of assuming her normal work responsibilities. A nurse who is sick or temporarily disabled due to pregnancy or childbirth shall be granted leave for such time as she is sick or temporarily disabled. Such leave is in addition to leave under the federal Family and Medical Leave Act (“FMLA”) to care for a newborn or for any other FMLA-qualifying reason.

14.7.1 The nurse shall be reinstated to her previous position or similar position at the same rate of pay upon return to work without loss of previously-earned benefits, provided she notifies the Employer in writing at least two (2) weeks in advance of her intended return date, and provided the nurse returns immediately following her period of actual disability as verified by her physician.

14.7.2 Nothing in this section shall supersede nor conflict with WAC 162-30-020 of the Washington State Human Rights Commission (entitled “Maternity Leave”).

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

14.9 Leave of absence with pay shall not alter a nurse’s anniversary date of employment or otherwise affect her/his compensation or status with the Employer.

14.10 If a nurse is on leave of absence due to illness or maternity leave, the Employer’s contributions toward health insurance benefits shall continue to be made up to a maximum of two (2) months during such leave. Provided, however, that where the federal Family and Medical Leave Act applies, such benefits shall be continued for up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

ARTICLE 15 - HEALTH PROGRAM

15.1 Health Tests. All nurses shall receive without cost at the beginning of employment a TB skin test and/or chest X-ray. The nurses may have an annual CBC/Chemistry Panel, or an HIV test, or an HBV titre, and urinalysis upon request at no charge.

15.1.1 A nurse may have at her/his option an HIV and/or an HBV titre following a work-related exposure incident in accordance with the Employer's "Exposure Control Plan."

15.2 Worker's Compensation and Unemployment Compensation. All nurses shall be provided coverage under the State of Washington Worker's Compensation Law and the Unemployment Compensation law.

15.3 Health Plan. Nurses will receive the same level of benefits as other non-administrative employees of the Hospital. The Employer shall provide to eligible nurses, group health, dental and vision plans. The Employer will contribute premium payments one hundred percent (100%) per month for these programs.

15.3.1 The Employer will also provide to eligible nurses, a group life and accidental death and dismemberment plan and a long-term disability plan. These plans will be paid at one hundred percent (100%) by the Employer.

15.3.2 In order to be eligible to participate in the above plans, the nurse must be regularly scheduled at least twenty (20) hours per seven (7) day period or forty (40) hours per fourteen (14) day period. The nurse is also subject to the eligibility requirements of each individual plan as set forth by the insurance carrier.

15.4 Deferred Compensation. The Employer shall provide a deferred compensation program. Participation in this program is optional by the individual nurse. The Employer shall continue to match the nurse's contributions up to five percent (5%) of the nurse's gross annual salary with an annual match contribution cap of Five Thousand Dollars (\$5,000).

15.5 Benefits Committee. At future meetings of the Hospital's advisory Benefits Committee, a Local Unit Representative shall also be a member, along with other employees and Hospital Administration.

ARTICLE 16 - JURY DUTY AND SUBPOENAED WITNESS

16.1 A nurse who is unable to be relieved from jury duty or subpoenaed witness responsibilities after formal request has been made by the Employer, and is sitting as an active juror or witness on a day the nurse was previously scheduled to work, shall receive from the Employer her/his basic straight time hourly rate for the duration of jury or witness duty. When a nurse is required for less than half (1/2) of the scheduled shift for jury or witness duty, he/she will report to work for the remainder of the shift.

ARTICLE 17 - ORIENTATION AND IN-SERVICE EDUCATION

17.1 Orientation. The Employer will provide a comprehensive orientation program with a preceptor for resident nurses, newly hired nurses, or nurses changing clinical areas which shall include a combination of instructional conferences and practical work experiences. Nurses shall not be required to perform any tasks or procedures for which the nurse has not received training so as to allow the nurse to perform the assignment or task safely and independently. Nurses will be sufficiently educated and oriented to perform at expected skill levels.

17.1.1 Newly Hired Nurse with Previous Experience/Orientation. The newly hired nurse, with previous relevant nursing experience, will receive three (3) weeks of orientation unless mutually agreed to otherwise by the nurse involved, the preceptor, and the Nurse Manager. The purpose of orientation shall be to:

- a. Familiarize new personnel with the objectives and philosophy of the Hospital and nursing service.
- b. To orient new personnel to nursing policies and procedures, as well as nursing functions and responsibilities as defined in the job description.

17.1.2 Resident Nurse/Orientation. A Resident Nurse, or Registered Nurse changing clinical areas, shall be assigned as a team member under the supervision of a preceptor, shall be responsible for the direct care of a limited number of patients and shall not be given assignments for which he or she has not been properly trained or oriented. Residency shall last three (3) months unless the Nurse Manager, the preceptor, and the nurse mutually agree otherwise.

17.2 In-service Education. An ongoing in-service (continuing) education program shall be provided by the Employer to all nurses within the bargaining unit. The Employer will work in cooperation with local unit representatives in planning and implementing in-service education programs. Such programs shall be consistent with the standards established by the Joint Commission of Accreditation of Health Care Organizations.

Nurses in the bargaining unit shall be expected to participate in in-service education programs offered during working hours when possible. In accordance with the Fair Labor Standards Act, attendance at lectures, meetings, training programs and similar activities will not be counted as working time if all of the following four (4) criteria are met:

1. Attendance is outside of the nurse's regular working hours.
2. Attendance is in fact voluntary.
3. The course, lecture or meeting is not directly related to the nurse's job as determined by the Employer.
4. The nurse does not perform any productive work during such attendance.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

18.1 A grievance is any complaint, misunderstanding or dispute as to the interpretation or application of this Agreement. It is the intent of the parties to resolve grievances at the earliest appropriate stage. Nurses are encouraged to discuss matters that may give rise to a grievance with their immediate Nurse Manager, where appropriate. Grievances shall be processed in accordance with the procedure set forth below.

Step 1. Immediate Nurse Manager.

The grievance must be presented in writing to the nurse's Nurse Manager within fourteen (14) calendar days of the event which resulted in the grievance. A meeting to discuss the grievance shall be conducted among the Nurse Manager, the grievant and an Association representative(s) within fourteen (14) calendar days of receipt of the grievance request. The Nurse Manager shall reply in writing within seven (7) calendar days thereafter. (In case of discharge, Step 1 shall be omitted and the grievance shall be submitted in writing to the Chief Clinical Officer within fourteen (14) calendar days after the discharge.)

Step 2. Chief Clinical Officer.

In order for the grievance to be considered further, within fourteen (14) calendar days after the reply in Step 1 (or in the case of discharge within fourteen (14) calendar days after the discharge), the grievance shall be presented in writing to the Chief Clinical Officer. A meeting to discuss the grievance shall be conducted among the Chief Clinical Officer, the grievant and an Association representative(s) within fourteen (14) calendar days of receipt of the grievance request. The Chief Clinical Officer shall reply in writing within seven (7) calendar days thereafter, with a copy to the Association.

Step 3. Administrator.

In order for the grievance to be considered further, within fourteen (14) calendar days after the reply in Step 2, the written grievance shall be presented to the Administrator. A meeting to discuss the grievance shall be conducted among the Administrator, the grievant and an Association representative(s) within fourteen (14) calendar days of receipt of the grievance request. The Administrator shall reply in writing within seven (7) calendar days thereafter, with a copy to the Association.

Step 4. Arbitration.

If the reply in Step 3 is not satisfactory, the Association shall have fourteen (14) calendar days after receipt thereof to notify the Employer in writing of its election to take the grievance to arbitration. If within fourteen (14) calendar days after the Employer's receipt of the Association's Step 3 notice the parties have not by mutual agreement selected an arbitrator, they shall forthwith jointly request the Federal Mediation and Conciliation Service to submit a list of eleven (11) arbitrators. Upon receipt of such list they shall each strike therefrom alternately the names (the moving party having struck the first name), and the remaining name shall be that of

the arbitrator. Thereafter a hearing on the grievance shall be held at a mutually agreeable time and place, at which both parties shall be allowed to present their respective contentions, evidence and arguments. The arbitrator's decision shall be rendered in writing within thirty (30) calendar days and shall be final and binding. The arbitrator's fee and expenses and the cost of mutual facilities shall be borne equally between the Employer and the Association. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement.

18.2 If the Employer's representative fails to answer a grievance within the time limits specified in any step of this grievance and arbitration procedure, the Association may elect to appeal the grievance immediately to the next step. If a grievance is not processed by the grievant/Association through any of the steps of such procedure within the time limits and in accordance with the procedural requirements set forth herein, the grievance shall be considered waived. By mutual agreement between the Association and the Employer, the time limits of any step of the grievance procedure may be extended.

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

19.1 The parties to this Agreement realize that this Hospital and other health care institutions provide special essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents nor other representatives shall, directly or indirectly, authorize, assist or encourage participation in any way in any strike, including any sympathy strike, picketing, walk-out, slow-down, boycott, or any other interference with the operations of the Employer, nor shall any nurse refuse to cross any other labor organization's picket line.

19.2 Any nurse who is found to have violated this Article shall be subject to immediate discipline including possible discharge.

ARTICLE 20 - CONFERENCE COMMITTEE

20.1 The purpose of the Conference Committee is to foster problem-solving through improved communications between the Employer and the nursing staff. The committee shall consist of three (3) representatives of the nurses in the bargaining unit, and two (2) representatives of the Employer, to include the Chief Clinical Officer or her designee. The function of this committee shall be limited to an advisory capacity. The scope of this committee shall be to discuss matters pertaining to this Agreement, as well as matters pertaining to nursing practice and patient care. The committee shall meet quarterly, or otherwise upon mutual agreement of the parties.

Nurse representatives of the Conference Committee shall be allowed one (1) hour paid release time during attendance at a Conference Committee meeting.

ARTICLE 21 - MANAGEMENT RESPONSIBILITIES

21.1 The Employer, through its management personnel, has the exclusive right and responsibility, except as modified by this Agreement, to control, change and supervise all operations, and to direct and assign nurses. Such right and responsibility shall include, by way of illustration but not limited to: create, change, combine or eliminate jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic, medical or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of nurses needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its nurses; to establish work standards, schedules of operation and work load; to specify or assign work requirements and overtime, consistent with RCW 49.28.140; to assign work and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and of the services to be provided to patients; to determine the methods, processes, means and places of providing services to patients; to determine the quality of patient services, and to make technological changes at its discretion.

21.2 The Association shall have recourse to the grievance and arbitration procedure of this Agreement if it should believe that any action taken by the Employer pursuant to this Article is in violation of a specific provision of this Agreement.

ARTICLE 22 - BARGAINING OBLIGATION

22.1 The Employer and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such objects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

22.3 This Agreement shall not operate to reduce any fringe benefits specified in this Agreement which are now more favorably enjoyed by any nurse covered therein.

22.4 The Employer agrees that existing rights, privileges and working conditions as outlined in this Agreement will not be reduced during the term of this Agreement.

22.5 In the event the Employer sells, leases, transfers or assigns its operations to another employer, the other employer will be required to assume the terms and conditions of this Collective Bargaining Agreement.

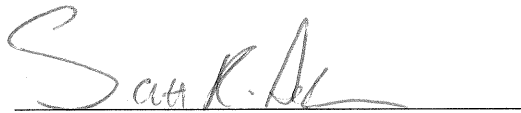
ARTICLE 23 - SEVERABILITY

23.1 If any provision of this Agreement shall be found to be in conflict with state or federal law, the remaining provisions shall remain in full force and effect and the parties will meet for the purpose of negotiating over the invalidated provision.

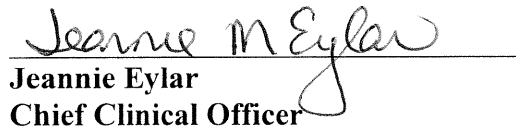
ARTICLE 24 - TERM OF AGREEMENT

24.1 The effective date of this Agreement shall be October 1, 2010, and shall continue in full force and effect through September 30, 2013. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice not more than one hundred twenty (120) nor less than ninety (90) calendar days prior to the expiration date of its intent to negotiate a new agreement. Should such timely notice be served, bargaining shall commence at a date which will be mutually agreed upon by the parties.

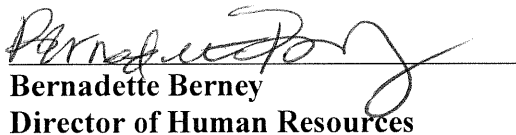
PULLMAN REGIONAL HOSPITAL



Scott K. Adams
Administrator



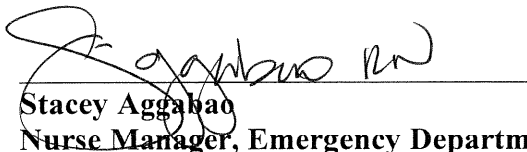
Jeannie Eylar
Chief Clinical Officer



Bernadette Berney
Director of Human Resources

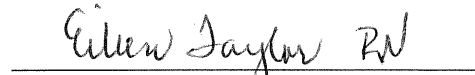


Amber McCaw
Assistant Nurse Manager, BirthPlace

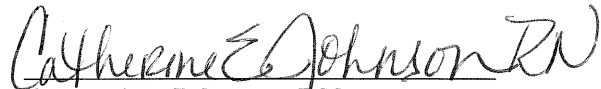


Stacey Aggabao
Nurse Manager, Emergency Department

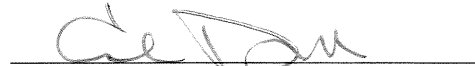
WASHINGTON STATE NURSES ASSOCIATION



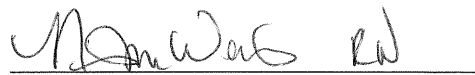
Eileen Taylor, RN
Local Unit Chairperson



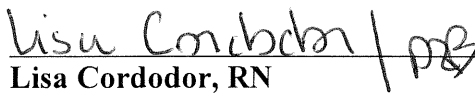
Catherine Johnson, RN
Local Unit Secretary/Treasurer




Carol Driskell, RN
WSNA Negotiating Team Member

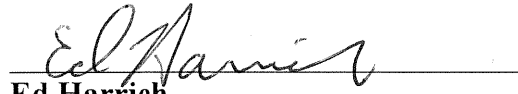


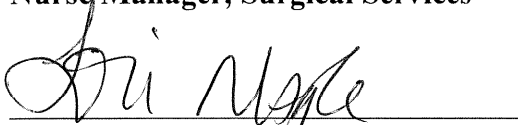
Nicole Weiss, RN
WSNA Negotiating Team Member

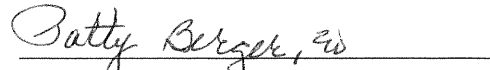



Lisa Cordodor, RN
WSNA Negotiating Team Member

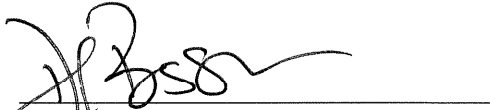

Laurie Larsen
Nurse Manager, Intensive Care Unit

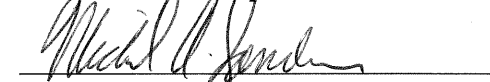

Ed Harrich
Nurse Manager, Surgical Services


Lori Nagle
Clinical Coordinator


Patty Berger, RN
WSNA Negotiating Team Member


Diane Sampson, RN
WSNA Negotiating Team Member


Debi Bessmer, RN, BSN
WSNA Nurse Representative


Michael A. Sanderson
WSNA Labor Representative

APPENDIX A

COMPENSATION SCHEDULE

	<u>10/1/2010</u>	<u>4/1/2011</u>	<u>10/1/2011</u>	<u>4/1/2012</u>	<u>10/1/2012</u>	<u>4/1/2013</u>
<u>Base</u>	\$25.67	\$26.06	\$26.32	\$26.71	\$26.98	\$27.39
<u>Year 1</u>	\$26.26	\$26.66	\$26.93	\$27.33	\$27.60	\$28.02
<u>Year 2</u>	\$26.87	\$27.27	\$27.54	\$27.96	\$28.24	\$28.66
<u>Year 3</u>	\$27.49	\$27.90	\$28.18	\$28.60	\$28.89	\$29.32
<u>Year 4</u>	\$28.12	\$28.54	\$28.83	\$29.26	\$29.55	\$29.99
<u>Year 5</u>	\$28.77	\$29.20	\$29.49	\$29.93	\$30.23	\$30.68
<u>Year 6</u>	\$29.43	\$29.87	\$30.17	\$30.62	\$30.93	\$31.39
<u>Year 7</u>	\$30.10	\$30.56	\$30.86	\$31.32	\$31.64	\$32.11
<u>Year 8</u>	\$30.80	\$31.26	\$31.57	\$32.04	\$32.37	\$32.85
<u>Year 9</u>	\$31.50	\$31.98	\$32.30	\$32.78	\$33.11	\$33.61
<u>Year 10</u>	\$32.23	\$32.71	\$33.04	\$33.54	\$33.87	\$34.38
<u>Year 11</u>	\$32.97	\$33.47	\$33.80	\$34.31	\$34.65	\$35.17
<u>Year 12</u>	\$33.73	\$34.24	\$34.58	\$35.10	\$35.45	\$35.98
<u>Year 13</u>	\$34.50	\$35.02	\$35.37	\$35.90	\$36.26	\$36.81
<u>Year 14</u>	\$35.30	\$35.83	\$36.19	\$36.73	\$37.10	\$37.65
<u>Year 15</u>	\$36.11	\$36.65	\$37.02	\$37.57	\$37.95	\$38.52
<u>Year 16</u>	\$36.94	\$37.49	\$37.87	\$38.44	\$38.82	\$39.40
<u>Year 17</u>	\$37.79	\$38.36	\$38.74	\$39.32	\$39.72	\$40.31
<u>Year 18</u>	\$38.66	\$39.24	\$39.63	\$40.23	\$40.63	\$41.24
<u>Year 19</u>	\$39.55	\$40.14	\$40.54	\$41.15	\$41.56	\$42.19
<u>Year 20</u>	\$40.46	\$41.07	\$41.48	\$42.10	\$42.52	\$43.16
<u>Year 21</u>	\$41.39	\$42.01	\$42.43	\$43.07	\$43.50	\$44.15
<u>Year 22</u>	\$42.34	\$42.98	\$43.41	\$44.06	\$44.50	\$45.16
<u>Year 23</u>	\$43.31	\$43.96	\$44.40	\$45.07	\$45.52	\$46.20
<u>Year 24</u>	\$44.31	\$44.98	\$45.43	\$46.11	\$46.57	\$47.27
<u>Year 25</u>	\$45.33	\$46.01	\$46.47	\$47.17	\$47.64	\$48.35
<u>Year 26</u>	\$46.37	\$47.07	\$47.54	\$48.25	\$48.73	\$49.47
<u>Year 27</u>	\$47.44	\$48.15	\$48.63	\$49.36	\$49.86	\$50.60
<u>Year 28</u>	\$48.53	\$49.26	\$49.75	\$50.50	\$51.00	\$51.77

(Any wage, premium pay or benefit changes under this Agreement shall be implemented on the first day of the first payroll period after a noted effective date.)

PREMIUM PAY:

RN Charge Nurse Premium: \$2.00/hour

Educational Premium:

CRN or RNFA	\$1.00/hour
BSN or MSN	\$1.00/hour
Both	\$2.00/hour

Shift Differential:

Evenings	\$2.50/hour
----------	-------------

Nights	\$3.75/hour
--------	-------------

Standby (On-Call):

Weekdays	\$3.50/hour
----------	-------------

Weekends/Holidays	\$4.00/hour
-------------------	-------------

Preceptor Premium: \$1.25/hour

Weekend Premium: \$3.00/hour

Float Premium: \$1.00/hour for all hours floated to other Department

Supplemental Nurse Premium: 13% premium on regular rate for hours worked, in lieu of any benefits

MEMORANDUM OF UNDERSTANDING

Pullman Regional Hospital (the “Hospital”) and the Washington State Nurses Association (the “Association”) agree that during a calendar year, a nurse required to be on standby with response time of thirty (30) minutes or less shall have the following sleep room options (to be utilized in this order):

1. Be able to use Hospital provided sleep rooms, if available;
2. Be paid Fifty Dollars (\$50.00) or fifty percent (50%) of hotel/motel room rental, whichever is less, up to ten (10) occurrences per year, if option 1 is not available. [Such payment may be used by the nurse towards hotel/motel room rental or the Hospital may instead pay it to another individual who provides use of a room at a private residence for the nurse.] For this option, a receipt for hotel/motel room rental or written statement regarding private residence must be submitted to the Nurse Manager for Hospital processing and payment; or
3. Be reimbursed full reasonable hotel/motel costs at the eleventh (11th) occurrence and thereafter if option 1 is not available. (A receipt must be submitted to the Nurse Manager for Hospital processing and payment.)
4. Pullman Regional Hospital will periodically explore other temporary housing alternatives that may be of assistance regarding this sleep room need.

For the Hospital

For the Association

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Pullman Regional Hospital (the “Hospital”) and the Washington State Nurses Association (the “Association”) both recognize that retirement benefits are important to recruitment and retention. In this regard, a mutual dialogue about creative and cost-effective benefits options for retirees is desirable. Therefore, during this Agreement the parties will continue their discussions on possibly expanding employee discount benefits (*e.g.*, pharmacy discounts) that are currently available to employees.

For the Hospital

For the Association

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Pullman Regional Hospital (the “Hospital”) and the Washington State Nurses Association (the “Association”) agree that:

1. Floating is the performing of work outside of a scheduled department at any point during a shift. Floating shall not be used as a means to address a chronic staff shortage.
2. A nurse shall not be required to float to a department that she/he has not received appropriate training and is not able to safely and independently function in the assignment (*i.e.*, take a patient load), except by mutual agreement.
3. Training for the purposes of floating shall be by mutual agreement of the nurse and the Nurse Manager.
4. A nurse should inform the Clinical Coordinator (CC) of tasks or assignments for which the nurse is not appropriately trained.
5. A nurse who floats shall be paid a one dollar (\$1.00) per hour premium for all such hours worked, provided that the nurse floats at least one (1) hour (cumulative daily).
6. A nurse’s ability or willingness to float outside of his/her department shall not be used as a basis for scheduling the nurse to work on that department except by mutual agreement.
7. For the purposes of floating, the departments are: ED, MSU, BirthPlace, ICU, OR, Endoscopy/Same Day Services, and PACU/Same Day Services.
8. This floating system shall be a periodic Conference Committee agenda item.

For the Hospital

For the Association

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

1. Pullman Regional Hospital (“Hospital”) and the Washington State Nurses Association (“Association”) agree that it is important to enhance stability related to projected work hours and expectations for Registered Nurses in relationship to high quality patient care and prudent fiscal responsibility. To this end, going forward, the Hospital will not subject any nurse other than a supplemental nurse or a nurse both working above his/her assigned full-time equivalent (“FTE”) status (*i.e.*, over profiled hours) and working in an overtime status to mandatory low census.

2. In the unexpected circumstance the Hospital decides to deviate from this practice, it will meet with the Association to discuss the matter. In any event, the Hospital remains committed, as a matter of principle, to seeking to preserve a nurse’s assigned FTE status (profile hours), as patient census fluctuates from planned levels.

- To this end, the following limits on low census shall apply:
 - a. Monthly maximum – Twelve (12) hours
 - b. Rolling annual maximum – One hundred twenty (120) hours
 - c. Voluntary low census will count to the mandatory caps once the Hospital decision to implement the deviation from the current practice is announced.

A nurse with an assigned FTE level of less than 1.0 FTE will have the maximum limits adjusted accordingly on a pro rata basis [*e.g.*, 0.5 FTE has monthly maximum of six (6) hours and annual maximum of sixty (60) hours].

3. The limits in Section 2, above, are not targets to be achieved by the Hospital, but are intended to be a protective low census limit that would be applied equitably for full-time and part-time nurses.

For the Hospital

For the Association

By: _____

By: _____

Date: _____

Date: _____