

EMPLOYMENT AGREEMENT

BY AND BETWEEN

SEATTLE CHILDREN'S HOSPITAL

AND

WASHINGTON STATE NURSES
ASSOCIATION

2010-2013

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2010 - 2013

EMPLOYMENT AGREEMENT

BY AND BETWEEN

SEATTLE CHILDREN'S HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

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

The parties share a commitment to excellence in nursing for the benefit of patients, nurses, and the regional community. They also share the goal of making Seattle Children's Hospital the best Children's Hospital by striving to continually improve the performance of the organization.

ARTICLE 1 - RECOGNITION

1.1 **Bargaining Unit**. The Employer recognizes the Association as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees.

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

ARTICLE 2 - ASSOCIATION MEMBERSHIP; DUES DEDUCTION

2.1 **Association Membership - Current Employees**. Membership in the Association for employees hired prior to August 1, 2004, is voluntary. All employees covered by this Agreement, who are now members or who voluntarily become members of the Association shall, as a condition of employment, upon the effective date, remain members in good standing in the Association or agree to pay the Association a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

a. **Association Membership - New Hires**. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after August 1,

2004, shall, on the sixtieth (60th) day following the beginning of such employment, become and remain members in good standing in the Association or agree to pay the Association a fair share/representation fee.

- b. Religious Objection. Any employee who is a member of and 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 join or financially support the Association as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund (e.g. Seattle Children's Hospital Foundation). These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association. Any employee exercising their right of religious objection must provide the Association with a receipt of payment to an appropriate charity on a monthly basis.
- c. Failure to Comply. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association, unless the employee fulfills the membership obligations set forth in this Agreement. Any such discharge shall be deemed for just cause.
- d. Hold Harmless. The Association will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

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

2.3 Bargaining Unit Roster. Twice a year (in the months of October and May), the Employer shall provide, via electronic methods, the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, address, employee identification number, last four digits of social security number, unit, shift, FTE status, rate of pay and date of hire. Each month, the Employer shall provide, via electronic Excel spreadsheet, the Association with a list of all employees covered by this Agreement who were hired during the previous month, terminated during the previous month, or moved into positions covered by this Agreement during the previous month. This list shall contain each employee's name, address,

employee identification number, last four digits of social security number, unit, shift, FTE status, rate of pay and date of hire. The Association will maintain the confidentiality of the employee identification and social security numbers provided. The Association hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of employee identification and social security numbers to the Association.

2.4 Contract. Nurses newly hired during the term of this Agreement shall be given a copy of this Agreement by the Employer. The Association shall provide the Employer with copies of the Agreement for distribution. The Employer shall post an electronic copy of the Agreement on its internal website for access by nurses covered by this Agreement.

ARTICLE 3 - ASSOCIATION REPRESENTATIVES

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

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

3.3 Bulletin Boards. The Association shall be permitted to post notices relating to Association activities on bulletin boards located in either the nurse lounge or conference room of each nursing unit and on a bulletin board in the cafeteria area. The local unit representative will provide a copy of all postings to the Director of Human Resources or designee. Postings will be consistent with Hospital standards. The Association agrees to limit the posting of Association materials to these designated bulletin boards.

3.4 Nursing Orientation for New Nurses. A designated WSNA bargaining unit member shall be given twenty (20) minutes during RN orientation to meet with new nurses at a time designated by the Employer.

ARTICLE 4 - DEFINITIONS

4.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the close and direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended in writing for

an additional three (3) months when mutually agreed to by the Employer and individual nurse involved. Resident nurses shall not be assigned charge duty.

4.2 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Chief Nursing Officer shall be classified as a staff nurse for starting pay purposes.

4.3 Charge Nurse. A registered nurse who is assigned the responsibility for an organized unit. The definition of an “organized unit” shall be defined by the Employer. A nurse who is assigned as charge nurse shall be paid for all hours worked as charge. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.4 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nursing student involved in a BSN senior practicum or a nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will first seek volunteers prior to making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

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

4.6 Part Time Nurse. A nurse who is regularly scheduled to work at least thirty-two (32) hours per two week pay period, but less than eighty (80) hours per pay period, and who has successfully completed the required probationary period.

4.7 Probationary Nurse. A nurse who has been hired by the Employer on a full time or part time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give twenty-one (21) days’ notice of intention to terminate.

4.8 Per Diem Nurse. A nurse regularly scheduled to work less than thirty-two (32) hours per two week pay period or hired to work on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency. If a per diem nurse is regularly scheduled to work more than thirty-two (32) hours per two (2) week pay period for a four (4) month period, any nurse may request that a position be

posted; provided, however, this shall not apply to a per diem nurse who is replacing a person who is out on an approved leave of absence. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for standby pay, callback pay, shift differentials and weekend premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full time or part time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full time or part time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

4.9 Temporary Position. A position that is associated with a specific need or situation strictly temporary in nature. In all cases, the position shall be for no more than six (6) months in duration. When a temporary position arises within the bargaining unit, the Hospital will post the temporary position on the unit. The Hospital will make a good faith effort to notify the Local Unit Chairperson of each temporary position. In the event the posting procedure fails to fill the needed FTE hours, the Employer may hire a nurse to fill the position on a temporary basis. A temporary nurse shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Temporary nurses shall be eligible for standby pay, callback pay, shift differential, holiday premium pay and weekend premiums. Temporary nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement.

4.10 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the nurse's hourly wage rate (8.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (9.1), charge nurse pay when the nurse has a regular (designated) charge nurse assignment (9.5), certification pay (9.7), premium pay for a Masters' Degree (9.8), float pool premium (9.10), and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (8.4).

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

ARTICLE 5 - EMPLOYMENT PRACTICES

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

5.2 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days' written notice of resignation directly to the nurse's director, or designee in the director's absence. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (written reprimand, suspension without pay), and "due process", which will include a performance improvement process counseling (written performance improvement plan). All disciplinary and "corrective" actions shall be described in writing, and a copy shall be given to the nurse. Nurses shall be required to sign the written document for the purpose of acknowledging receipt thereof. Progressive discipline and performance improvement processes shall not be applied when the nature of the offense requires immediate suspension or discharge. The concept of the "verbal warning" shall no longer be relevant or used for purposes of discipline and discharge. A nurse may request the attendance of an Association representative during any investigatory meeting which may lead to disciplinary action.

5.4 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary and other corrective action. By appointment, nurses may inspect their personnel records. Nurses may request, in writing, the removal from their file, any written disciplinary actions which are two or more years removed from the occurrence. Such petitions shall be jointly reviewed by the affected supervisor and Human Resources, and removal of such documentation from the file shall be at the sole discretion of the Employer. If documentation of a disciplinary action is removed from the file, evidence of the discipline is inadmissible in a future grievance arbitration. Nurses will be given the opportunity to provide, and have placed in her/his file, a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse (or made available electronically) upon request.

5.5 Parking. On call nurses called to report to work with less than sixty (60) minutes' notice shall be provided parking on campus, space available.

5.6 Floating. The Employer retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. The Employer will not assign float nurses as charge without mutual consent.

5.7 Evaluations. All nurses will be formally evaluated in writing prior to completion of the probationary period, at one year and thereafter as determined to be necessary, or requested. The

evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. Completion of annual unit specific competencies will be required. The nurse's participation, including a self evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation, if requested. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. A peer evaluation format may be developed in addition to supervisory evaluation on a unit by unit basis at the discretion of the Employer utilizing input by the nursing staff.

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

5.9 Job Openings. When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. Notice of job openings shall be posted at least seven (7) days in advance of filling where possible. To be considered for such job opening, a nurse must apply for the position via the Employer's electronic application process during the posting period. The Employer will respond to all applicants.

- a. Aggregate increases or decreases of less than a .2 FTE in a nurse's original (base) FTE need not be posted. These changes may be added to or removed from a nurse's current FTE by mutual consent.
- b. No more than forty percent (40%) of day positions will be designated as day/night positions. Should a unit want to exceed this threshold, potential benefit to that particular unit will be reviewed by the UBSC.

ARTICLE 6 - SENIORITY

6.1 Seniority Definition. Seniority shall mean a full-time or part-time nurse's continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Time spent in per diem status, in a non-bargaining unit position and all time spent on leaves of absence without pay shall not be counted. In the event a regular full or part-time bargaining unit nurse changes to per diem status or accepts a non-bargaining unit position with the Employer and subsequently returns to a regular full or part-time bargaining unit position, previous bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

6.2 Reallocation of Staff. Reallocation of staff may occur when restructuring of the FTE compliment on an existing unit occurs, when a unit(s) changes clinical focus, when two or more

units merge, or when the staff mix ratio of a unit(s) is restructured. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to finalizing and implementing reallocation, the Conference Committee will meet and examine the plan and explore alternatives. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least fourteen (14) days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign nurses to positions on the new/restructured unit based on seniority, unless skill, competence, ability and experience in a specific area are considered overriding factors in the opinion of the Employer. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff, select a position from a listing of available positions (6.3B), or the nurse may elect to terminate with severance pay pursuant to Hospital policy.

Note: A mandatory reduction in a nurse's position/hours (FTE) shall be implemented by using the provisions of Section 6.2.

6.3 Reduction in Force (Layoff). A reduction in force shall mean a permanent or prolonged reduction in the number of nurses employed by the Hospital. In the event the Employer determines that a reduction in force is necessary, the following procedure will be followed:

- A. The Employer shall determine the total number of positions (FTEs) subject to layoff within the bargaining unit.
- B. An "Available Position" listing will be developed from the bargaining unit seniority roster. The listing will include the positions of the least senior nurses in the bargaining unit equal to the number of nurses subject to layoff.
- C. The Employer will notify the bargaining unit at least thirty (30) days prior to the implementation of the layoff. The Employer will notify the Association of the layoff twenty-four (24) hours prior to notification of the layoff to the bargaining unit. The Employer shall provide the Association with a housewide seniority roster by unit showing each nurse's bargaining unit seniority, the "Available Position" listing, and the vacant position listing. Upon request, the parties will meet for the purpose of reviewing the order of layoff.
- D. Layoffs shall occur by nursing unit by site in accordance with the following procedure. Steps 1 through 4 below may occur within the thirty (30) day notice period. Step 5 below shall occur after the thirty (30) day notice period.
 1. The Employer shall identify the number of positions to be eliminated on each shift.
 2. Any nurse regardless of seniority may volunteer for layoff or termination with severance pay.

3. The most senior person subject to the unit layoff shall be determined. The person identified and all other nurses on the unit with less seniority shall be subject to a rebidding process for the remaining available positions on the unit as provided for in (4) below.
4. The Employer will develop and post on the unit for a period of at least fourteen (14) days a listing of the remaining positions (by FTE) on each shift. An "Available Position" listing and a listing of any other vacant positions within the Hospital will also be posted at this time.
5. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all open positions (first to last). Based on these preference lists, the Employer will assign nurses to open positions based upon their preference by seniority, unless skill, competence, ability and experience are considered overriding factors in the opinion of the Employer.
6. If more than one unit is involved in a layoff within the Hospital at the same time, nurses who have requested that they select from the "Available Position" listing shall be held until all unit assignments have been made. Then nurses from the various units shall, by seniority, select from the listing of available positions, or in the alternative, may select voluntary layoff or elect to terminate with severance pay pursuant to Hospital policy.
7. A nurse bumped from a position on the "Available Position" listing shall have the right to select a position from the "Vacant Position" listing after all more senior nurses have exercised rights under this Article.
8. A nurse will be considered eligible for a vacant position or to select a position from the "Available Position" listing if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within three (3) weeks within the nurse's own clinical group or up to the period of regular orientation time, if outside the clinical group. If a nurse has not achieved a satisfactory level of performance in the judgment of the Employer after completing orientation to the new position, the nurse will be subject to immediate layoff and placement on the recall roster.
9. Nursing units are defined as follows:
 - * Acute Care Float Pool
 - * Airlift Northwest
 - * Bellevue Surgery Center/OPC
 - * Research Nurses
 - * Intensive Care (include CCFP, PICU, NICU and CICU)
 - * Dialysis/Nephrology
 - * ED

- * SCCA - Inpatient & Outpatient/Bellevue Infusion and Seattle Infusion
- * HCS/Vascular Access Service
- * Odessa Brown Children's Clinic/Ambulatory/Regional Clinics/Bellevue Clinics
- * OR, Cath Lab
- * Pre/Post Anesthesia Care Units/Magnuson Dental Surgery Center
- * Psych
- * Radiology
- * Rehab/CCU
- * Children's Consulting Nurses
- * Home Care Services Nurses
- * Surgical Unit
- * Medical Unit

10. Ambulatory Care Unit. For purposes of layoff, the Ambulatory Care Unit will be considered a single unit. As such, no inter-unit bumping into or out of other than the Ambulatory Care Unit will be allowed. The ambulatory nurse subject to layoff may bump the least senior nurse within Ambulatory Care or initiate the other layoff provisions such as initiating the available list, taking severance or recall.
11. For purposes of layoff, Airlift Northwest pediatric seniority hours worked shall be converted to days paid in order to be comparable to Harborview/University of Washington. All other layoff procedures herein will apply.

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. When vacancies occur, the positions will be posted house-wide pursuant to Section 5.10, Job Openings. Nurses on the reinstatement roster shall be regarded as applicants for the open position, together with other internal applicants. The position will be filled in accordance with the provisions of Section 5.10. This provision may necessitate extension of the job posting time lines when nurses are in a layoff/recall position.

- a. Notification of Recall. If a nurse does not respond to a recall notice sent by certified mail or receipted telegram within seven (7) days, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's termination. The nurse shall notify the Employer by certified mail of any change in the nurse's current mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.5 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE and shift) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Roster. In the event of a layoff, a seniority roster will be available at the Department of Human Resources.

6.7 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all nurses on a shift starting with the least senior nurse first, providing skills, competence, ability and experience in a specific area and availability are considered equal as determined by the Employer. Traveling nurses will be regarded as regular nurses for purposes of the low census rotation; provided, however, a traveling nurse will take twice the amount of low census that regular staff nurses take each time the traveling nurse's turn occurs in the low census rotation. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted each three (3) months, beginning with the least senior nurse. Agency nurses and per diem nurses shall be released from work prior to implementing low census, providing other regular nurses remaining on the unit possess the same skills, ability and experience to perform the required work, and patient safety is not an overriding factor in the judgment of the Employer. Next, part time nurses scheduled to work extra hours will be cut back to their approved FTE. Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. If a unit has sustained low census over an eight (8) week period, at the request of the UBSC, a meeting will be scheduled with nursing administration to review the situation and consider alternatives.

- a. Additional Hours. Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.
- b. Nurses called for partial low census days of four (4) hours will have the following options:
- c. Nurses may refuse the partial low census day and request a full low census day or a full work day. The Hospital will determine which option to choose.
- d. Nurses who agree to a partial low census day will call the Hospital at a pre arranged time (generally one (1) hour prior to the end of the first half of the shift) and will report for the second half of the shift if told to do so. The Hospital will not call nurses during the first four (4) hours of the low census condition.
- e. Nurses may be asked to be on standby while on low census. If the nurse agrees and is called in from standby, the nurse will be paid time and one half (1 1/2) for three (3) hours and straight time thereafter for the remainder of the nurse's regular shift.
- f. Before requiring a nurse to take mandatory low census, the Employer may, in its discretion, make assignments to maintain competencies or may offer work on

projects that may include non-patient care functions in support of safe and high quality patient care and organizational initiatives.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

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

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

7.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least twenty-eight (28) days' advance notice to the nurse.

7.4 Work Schedules. The Employer retains the right to change work schedules to maintain a safe and efficient operation. Monthly work schedules shall be posted fourteen (14) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care, low census conditions, and unplanned leaves, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.5 Contract Overtime. Overtime shall be compensated for at the rate of one and one half (1 1/2) times the regular rate of pay for time worked in excess of the normal full time work day or normal full time work period. All additional overtime hours after twelve (12) hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period. The above double time (2x) pay condition shall not apply to (1) low census conditions, (2) double shifts (i.e. two [2] consecutive eight [8] hour shifts) and (3) situations where a nurse has worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay. All overtime must be approved by supervision. The Employer and the Association agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. Overtime will be on the nurse's assigned unit. The Employer will make a good faith effort to assign overtime hours contiguous with the nurse's regular shift. Voluntary overtime worked shall count towards mandatory overtime requirements. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one half (1 1/2x) or double time (2x). When a nurse is eligible

for two (2) or more forms of premium pay and/or overtime pay, the nurse will receive the highest pay rate.

- a. Except for emergency conditions involving patient care, nurses will not be required to work more than the equivalent of one (1) mandatory overtime shift per pay period, provided unscheduled absences do not take numbers below a safe level.

7.6 Ten and Twelve Hour Shifts. Special provisions regarding hours of work and overtime pay for ten (10) hour, twelve (12) hour and combined shifts are found in the addenda at the end of this Agreement.

7.7 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one half (1/2) hour. Nurses required to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall receive one (1) fifteen (15) minute break for every four (4) hours of work. Per WAC 296-126-092, where the nature of the work does not allow for a scheduled rest period, nurses may take intermittent rest periods equivalent to fifteen (15) minutes during each four (4) hours of work.

7.8 Report Pay. Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply if the Employer has made a good faith effort to notify the nurse at least one (1) hour in advance of the scheduled shift and is unable to do so.

7.9 Weekends. The Employer will make a good faith effort to schedule all regular full and part time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Every other weekend off cycles (i.e. first and third, or second and fourth weekends) may be altered by nursing administration with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends providing the schedule change does not place the Employer into a premium pay or overtime pay condition. Premium pay provided for in this section shall not apply to nurses who voluntarily agree to work more frequent weekend duty, or to nurses who have agreed to trade weekend work. The availability of weekend work shall be determined by the Employer. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. When available, extra weekends off will be scheduled based upon seniority among those nurses who would like less weekend work, provided skills and abilities of nurses affected are not significant factors in patient care delivery as determined by the Employer.

- a. "Modified Baylor" Positions: The Employer may post positions that are expected to work every weekend. For those positions and for nurses in such positions as of the date of this Agreement, the payment of premiums shall be on alternate weekends, as follows:

- (a) The first weekend shall be a “straight time weekend” and the following weekend shall be the “Baylor” weekend. These two shall continue to alternate as long as the nurse remains in the position, and shall not be switched.
- (b) The nurse shall receive straight time pay for the straight time weekend.
- (c) If the nurse works the straight time weekend, or is in paid status (such as annual leave or sick leave) or in a low census no pay status for the straight time weekend, the nurse shall receive time and one-half the regular rate of pay for hours worked on the following Baylor weekend. If the nurse does not have any paid time for the straight time weekend, hours worked on the following Baylor weekend shall be paid at straight time.
- (d) Pay for hours not worked (annual leave, sick leave, bereavement, etc.) on the Baylor weekend shall be paid at straight time.

7.10 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one half. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

7.11 Shift Rotation. Where shift rotation is required by the Employer, a good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis. For nurses who rotate shifts on a regularly scheduled basis, the appropriate shift differential shall be included in their regular rate of pay when the nurse receives annual leave or sick leave pay.

ARTICLE 8 - COMPENSATION

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

Staff Nurse Rate of Pay:

	August 1, 2010	August 1, 2011	August 1, 2012
	<u>3%</u>	<u>3%</u>	<u>3%</u>
Less than 1 year (Base)	\$26.69	\$27.49	\$28.31
Upon Completion of:			
1 year	27.85	28.69	29.55
2 years	29.06	29.93	30.83
3 years	30.22	31.13	32.06
4 years	31.42	32.36	33.33
5 years	32.59	33.57	34.57
6 years	33.81	34.83	35.87

7 years	35.00	36.05	37.13
8 years	36.17	37.26	38.38
9 years	37.35	38.47	39.62
10 years	38.54	39.70	40.89
12 years	39.70	40.89	42.11
14 years	41.09	42.32	43.59
16 years	42.31	43.58	44.89
18 years	43.59	44.90	46.24
20 years	44.90	46.24	47.63
22 years	46.24	47.62	49.05
24 years	47.63	49.06	50.53
26 years	49.05	50.52	52.04
28 years	50.52.	52.04	53.60
29 years	50.52	52.04	53.60
30 years	52.04	53.60	55.20

8.2 Date of Implementation. Wage increases, longevity steps, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

8.3 Recognition for Past Experience. Full time and part time nurses hired during the term of this Agreement shall be placed on a wage step no less than that equal to their continuous prior experience (on a year-for-year basis), prorated for partial years of service with a “year” as defined in Article 4.11 of this Agreement. For purposes of this section, continuous recent experience as a registered nurse shall be defined as clinical nursing experience in an accredited hospital or related to the particular role for which the nurse is hired by the Employer, i.e., acute care experience or ambulatory care experience (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Chief Nursing Officer or designee.

Article 8.3.1 Licensed Practical Nurses Becoming Registered Nurses: Those Registered Nurses who were or are employed as LPNs at an accredited hospital at the time of hire by the Employer into the bargaining unit shall receive additional service credit for the wage schedule of one year for each two full years of LPN service at an accredited hospital (without a break in LPN experience that would reduce the level of nursing skills in the opinion of the Chief Nursing Officer or designee):

“Year” shall be defined as in Section 4.11 of this Agreement.

The Employer will notify all registered nurses by letter that he or she must request such adjustment within thirty (30) days of receipt of the letter. If the registered nurse’s LPN experience qualified under this section, the registered nurse will be credited with the additional service credit on the first payroll period on or after October 31, 2010.

8.4 Wage Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement except for shift differential pay, callback pay, standby pay and longevity steps, full time and part time nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, within ten (10) days of beginning a benefits eligible position, or annually on dates designated in advance by the employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

ARTICLE 9 -OTHER COMPENSATION

9.1 Shift Differential. Nurses assigned to work the second (3:00 11:30 p.m.) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rates of pay. Nurses assigned to work the third (11 p.m. 7:30 a.m.) shift shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. Effective the first payroll period on or after August 1, 2009, the night shift differential shall be increased to four dollars and fifty cents (\$4.50) per hour.

9.2 Standby Pay. Nurses placed on standby status off hospital premises shall be compensated at the rate of four dollars (\$4.00) per hour. Once a nurse has been on standby status for forty (40) hours in a week, all further standby pay during the week shall be paid at five dollars (\$5.00) per hour. Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Nurses on standby shall be provided with paging devices. Nurses who are on low census shall not be required to be on standby for that low census shift.

- a. Short Call. Short call is a short form of standby. Where short call is assigned, the nurse shall only be required to be available for the first two (2) hours of the shift. On call (standby) pay will be paid during this two (2) hour period. When called in from short call (standby), the nurse shall not be sent home for the remainder of the shift, unless mutually agreed otherwise. This subsection shall not apply to CCN nurses and After-Hours Clinic Nurses.

9.3 Callback Pay. Any nurse called back to work after completion of the nurse's regular work day or while on standby off Hospital premises shall be compensated at the rate of time and one half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back, the nurse shall receive time and one half (1 1/2) for a minimum of three (3) hours. Travel time to and from the hospital shall not be considered time worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift or continues working in an overtime status after the end of the scheduled shift. Callback pay shall not apply to those nurses doing telephone consultations from home.

- a. Callback Pay, Short Call. Short call callback shall be paid at one and one-half (1 1/2) for the first three (3) hours of work and at the regular rate of pay thereafter until completion of the nurse's shift.

9.4 Pagers. Nurses shall be responsible for the pagers provided them by the Hospital. If lost or misplaced, the nurse shall be responsible for the replacement cost of the pager. On units where mandatory/required call is utilized, each nurse taking call shall be offered a pager which may be retained by the nurse until the nurse ceases to take call. On units where voluntary call is utilized, pagers shall be made available. Nurses may take pagers prior to their call shift and shall be permitted to keep the pager until their next regularly scheduled shift. The number of pagers shall be determined by the unit based staffing committees.

9.5 Charge Nurse Pay. A regular Charge Nurse shall receive a premium of two dollars and fifty cents (\$2.50) per hour effective the first payroll period on or after August 1, 2007. Effective the first payroll period on or after August 1, 2008, the premium shall increase to two dollars and seventy-five cents (\$2.75) per hour. A regular charge nurse is a nurse who has been accepted into a posted charge nurse position or who has worked on an ongoing basis as a primary (i.e. non-relief) charge nurse. Effective the first payroll period on or after August 1, 2007, a relief charge nurse shall receive a premium of two dollars (\$2.00) per hour for all hours worked as relief charge.

9.6 Preceptor Pay. Any nurse assigned as a preceptor shall receive a premium of one dollar and fifty cents (\$1.50) per hour effective the first payroll period on or after August 1, 2007.

9.7 Certification Pay. A nurse certified in a specialty area by a national nursing organization and working in the area of the certification shall be paid a premium of one dollar and thirty-five cents (\$1.35) per hour effective the first payroll period on or after August 1, 2007, provided the particular certification has been approved by the Chief Nursing Officer or designee, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of the original documentation is received by the Nursing Professional Development office.

9.8 Nurse With Masters Degree Premium. A nurse who has a Masters Degree in a field relevant to his or her nursing practice shall receive a premium of one dollar (\$1.00) per hour.

9.9 Weekend Premium Pay. Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Effective the first payroll period on or after August 1, 2008, the weekend premium shall increase to four dollars and twenty-five cents (\$4.25). Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:30 p.m. Sunday.

9.10 Float Pool Premium. Nurses employed in the Employer's float pools shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour.

9.11 Transport Team Premium. The Employer maintains a designated infant ground Transport Team. For each day in which a member of the ground Transport Team conducts the inbound transport of a patient to Seattle Children’s Hospital or affiliated NICUs, the member shall receive a lump sum of \$100.00.

9.12 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one half (1 1/2) the straight time rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

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

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

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

9.16 Telephone Consultations. Phone calls received by nurses requiring the nurse’s clinical expertise shall be logged and paid for at time and one-half (1 1/2) the regular rate of pay for all time worked in 15 minute increments. If a nurse receives more than four such patient care calls during the period between 11:00 p.m. and 7:30 a.m., the nurse will receive at least three hours of pay at time and one-half (1 1/2) for that time period. If a nurse gets called back to the hospital premises, the callback pay in Section 9.3 shall apply.

ARTICLE 10 -ANNUAL LEAVE

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

Upon Completion of:

(See Section 4.11)

	<u>Annual Leave**</u>	<u>Accrual Rate/Hr.</u>
From first date of work through completion of 3 years	19 days (152 hours)	.07308
4 years, 5 years	27 days (216 hours)	.10385
6 years, 7 years	28 days (224 hours)	.10769
8 years, 9 years	29 days (232 hours)	.11154
10 years, 11 years	30 days (240 hours)	.11538
12 or more years	32 days (256 hours)	.12308

* Per diem nurses and part time nurses who have selected the wage differential option (Section 8.5) shall not be eligible for annual leave.

** Nine holidays have been incorporated into this annual leave program.

10.2 Scheduling. Annual leave shall begin accruing the first day of employment. All annual leave must be scheduled in advance in accordance with hospital policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Vacation scheduling procedures shall be a proper subject for the Conference Committee.

10.3 Loss of Annual Leave. Annual leave may accumulate to a maximum of two (2) times the annual accrual. Annual leave will not accrue beyond this accrual "cap" unless the Employer was unable to schedule the time off.

10.4 Work on Holidays. All full time, part time and per diem nurses who work on the following holidays, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one half (1 1/2) times the nurse's regular rate of pay for all hours worked on the holiday. Exception: A nurse shall receive double time (2x) for all overtime hours worked on one of the above specified holidays, providing the nurse works four (4) or more hours beyond the end of the normal full-time work day.

- a. Nurses working the second shift (3:00 p.m. - 11:30 p.m.) on Christmas Eve shall receive time and one-half (1 1/2) the regular rate of pay.

10.5 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

- a. Full-time and part-time nurses with ten (10) or more years of service will receive one holiday option per year. The holiday option consists of a choice given to a senior nurse which includes either receiving double time (2x) pay on one (1) holiday of choice per year or the opportunity to offer the double time (2x) premium to another nurse willing to work the holiday, thus providing the senior nurse with the opportunity to not work one (1) scheduled holiday each year. Full-time and part-time nurses with twenty (20) or more years of service will receive two (2) holiday options per year. Per diem nurses with ten (10) or more years of service will receive double time (2x) pay for work performed on one of the following holidays each calendar year: Thanksgiving Day, Christmas Eve (3 p.m. - 11:30 p.m.), Christmas Day or New Year's Day.

10.6 Night Shift Holiday Bonus. A full-time or part-time nurse who has completed at least twenty-four (24) months of service with the Hospital, with at least the last twelve (12) months working the night shift, shall be eligible to receive annually an additional eight (8) hours of holiday pay (prorated for FTE) to be paid into the employee's annual leave account. This extra holiday bonus shall not apply to day/night rotators.

10.7 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those nurses who are discharged for cause.

10.8 Pay Rate. Annual leave pay shall be paid at the nurse's regular rate of pay.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Full time and part time nurses shall accumulate sick leave (wage continuation) insurance at the rate of eight (8) hours for each 173.3 hours worked (.046163 per hour). The maximum accumulation of sick leave shall be limited to 576 hours per nurse.

11.2 Compensation. If a full time or part time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may also be used for a health condition of a nurse's child that requires treatment or supervision and a serious health condition or an emergency condition of a spouse, domestic partner, parent, parent-in-law or grandparent of the nurse.

11.3 Notification. Nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. CCN nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled day or evening shift and at least four (4) hours in advance of the nurse's scheduled night shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day. The Employer will continue its practice of recognizing extenuating circumstances when notice cannot be given.

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

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Insurance Plans. Beginning the first of the month following thirty (30) days of continuous employment, all full time and all part time nurses regularly scheduled to work twenty four (24) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital, dental and basic long-term disability insurance benefits with the nurse's premiums to be paid by the Employer. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

- a. Should the State of Washington impose any changes in required contribution or coverage for employees or dependents during the term of the Agreement, the parties will reopen the contract at the request of either party to renegotiate the provisions of this Section (12.1). The parties agree to meet promptly and

regularly to address this issue. Negotiations shall be deemed completed after forty-five (45) days from date of the request for negotiation. Thereafter, the Employer reserves the right to implement its offer.

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

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

12.4 Retirement Plan. The Employer will provide a retirement plan for regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

12.5 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Association prior to implementation. The Employer shall notify the Association at least forty five (45) days prior to the intended implementation date.

ARTICLE 13 - LEAVES OF ABSENCE

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

13.2 Maternity Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. This leave runs concurrently with FMLA if the nurse is eligible. If the nurse's absence from work for maternity reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full time or part time status. The Nurse shall provide fourteen (14) days' notification if she/he does not wish to return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during the period of disability and annual leave thereafter to the extent accrued during the maternity leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.3 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. This leave runs concurrently with FMLA, if the nurse is eligible. If the nurse's absence from work for

health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full time or part time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave and annual leave thereafter to the extent accrued. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position. A second opinion may be requested at the Employer's option and expense.

13.4 Parenting Leave. After completion of the probationary period, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for paternity or legal adoption without loss of benefits accrued to the date such leave commences. The Employer will make a good faith effort to hold a position open for a period of six (6) weeks. In the event the Employer is required to fill the position due to business necessity, the nurse will be notified and given the opportunity to return to work. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. The above commitment shall not require the Employer to employ temporary agency personnel or place the Employer in an overtime condition in order to properly staff the Hospital.

13.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

13.6 Additional Leave Provisions. The parties recognize that federal, state, or local laws may require the Employer to provide leave in additional circumstances to those described in this Agreement. Currently, such circumstances include FMLA leave for a qualifying exigency arising out of the participation of a specified family member in active duty, FMLA leave to care for an injured service member, military spouse leave, and leave for victims of domestic violence, sexual assault, or stalking. When such circumstances arise, the nurse shall request the leave in accordance with Employer policies. Where permitted by law, the nurse shall use accrued annual and sick leave before taking unpaid leave.

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

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

13.9 Return From Leave. Unless otherwise provided for herein, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

13.10 Jury Duty. All full time and part time nurses who are required to serve on jury duty or who are called to appear in court and/or to provide depositions on behalf of the Employer in any

judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay for scheduled work days or FTE for unscheduled days. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.11 Personal Leave. All full time and part time nurses shall be granted three (3) days of personal leave per calendar year without pay upon request; providing such leave does not jeopardize hospital service.

13.12 Bereavement Leave. Up to twenty four (24) hours of paid leave within a seven (7) day period in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may, at the discretion of the Employer, be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. These additional hours over twenty-four (24) will be considered annual leave or no pay per employee request. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child, grandchild, mother in law, father in law, sister in law, brother in law or domestic partner.

13.13 Sabbatical. Upon completion of five (5) calendar years of continuous employment in a designated status position of .75 FTE or more, a registered nurse may, once, every seven (7) years, request participation in this Agreement's sabbatical program. A sabbatical shall be without pay and without loss of seniority or accrued benefit levels and will not exceed twelve (12) calendar months. The request must be submitted in writing to the Unit Director prior to the requested date of the leave. A written response will be provided within thirty (30) days of the submission of the request. The Employer, at its sole discretion, will determine whether to grant the sabbatical based upon its assessment of staffing needs, the employee's role in a Nursing Unit, replacement cost considerations, budget limits, and other business considerations. Seniority shall also be considered if there is a timing conflict between two requests, one of which would otherwise be granted. During a sabbatical of twelve (12) weeks or more or upon conclusion of a sabbatical of twelve (12) weeks or more, upon written notice to the Hospital the nurse will be eligible for the first open position for which the nurse is qualified. Upon completion of a sabbatical of less than twelve (12) weeks, the nurse shall return to work on the same unit, shift, and former full-time or part-time status with at least two (2) weeks' advance notice. Sabbatical cannot be combined with other leave programs.

13.14 Humanitarian Leave. The Hospital will continue its practice of allowing humanitarian leave under its personal leave policy, for natural or man-made disasters.

ARTICLE 14 - COMMITTEES

14.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff, and to address collaboratively issues affecting the nursing staff. The function of the committee shall be limited to an advisory rather than a decision making capacity. The committee shall be established on a permanent basis and shall consist of not more than seven (7) representatives of the Employer and not more than

seven (7) representatives of the nurses. One of the Employer representatives shall be the Chief Nursing Officer. All members of the committee shall be employees of the hospital. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel.

14.2 Nursing Quality Practice Council. The Association shall be permitted to appoint one bargaining unit nurse to the Hospital's Nursing Quality Practice Council.

14.3 Professional Recognition. A Professional Recognition Program shall be maintained during the term of this Agreement. The objective of the Professional Recognition Program will be to provide career advancement incentives, clinical recognition and monetary advancement. A committee consisting of both administrative personnel and staff nurses shall be responsible for recommending appointments to a clinical level, reviewing the program, making recommendations regarding any program modifications and reviewing the program budget annually. Any recommendations made by the Committee to promote the goals of the Program shall be subject to approval by Hospital Administration. Upon implementation of an approved program, the hospital shall allocate up to one percent (1%) of the prior calendar year's bargaining unit W 2 payroll to fund the program. Certification testing and recertification may be paid for from this fund provided the nurse receives prior approval from nursing staff development.

14.4 Unit Based Staffing Committee (UBSC). The purpose of the UBSC is to increase involvement of staff in the process of scheduling, staffing decisions and periodic evaluation of unit patient care models. This will be achieved through a committee structure on each unit which will receive direction and input from the manager, unit staff and the Conference Committee. Unit managers are responsible for making the decisions for unit based outcome and the overall direction of the unit.

- a. Outcome. While significant census fluctuations characterize the Employer's business, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients and minimizes ongoing, undesired, prolonged, no-pay and overtime, and provides increased opportunity for uninterrupted rest breaks. Each UBSC will review outcomes on at least an annual basis to measure their success.
- b. Administration. There will be between two (2) and six (6) RN members on each UBSC. Volunteers will be sought for each UBSC. Each UBSC will keep minutes describing the topics discussed at each meeting. A copy of those minutes will be forwarded to the Conference Committee no later than ten (10) days after a UBSC has met.
- c. Other. The Employer agrees that it will not seek to remove from the bargaining unit or the coverage of the collective bargaining agreement any nurse or position held by such nurse on the basis of that nurse's participation in a unit based scheduling committee or on the basis of changes in the way work is performed that have been recommended by this program and process. Furthermore, the unit

based committees are prohibited from addressing matters covered by the collective bargaining agreement as well as subjects of bargaining, such as wages, individual performance issues, discipline, hours or other conditions of work. If a concern about a UBSC topic is identified in a UBSC minutes, the topic will be discussed at the next regularly scheduled meeting of the Conference Committee.

14.5 Nursing Recruitment and Retention Committee. A professional nursing recruitment and retention committee shall be established to consider recruitment and retention issues. The purpose of the committee shall be to develop and recommend strategies to the Unit Directors on how to address current and future demand for professional nursing service at the Hospital. The committee will be co-chaired by the Chief Nursing Officer or designee and a staff nurse chosen by the Committee, and shall consist of up to four (4) management level staff, a representative from Human Resources, a nurse recruiter, eight (8) core staff members and two (2) members at large. One (1) core staff member shall come from each of the following units:

CU-NICU, CCFP, CICU and PICU
OR, Anesthesia, PACU, Day Surgery
Rehab, Psych
Medical Unit
Surgical Unit
Heme-onc
Acute Care Float Pool, ER
Ambulatory Clinics, COC, CRL

The Committee will meet monthly with minutes bring distributed to the Conference Committee. Staff members on the Committee will be responsible to report committee progress on at least a semi-annual basis at unit staff meetings. The two (2) members at large will be responsible for setting up a system to report back at least semi-annually to the units they are representing.

14.6 Compensation. All time spent by nurses on Employer established committees and committees established by this Agreement (including ad hoc or subcommittees), where attendance is required, will be considered time worked and will be paid at the appropriate contract rate.

ARTICLE 15 - STAFF DEVELOPMENT

15.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work.

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

1. to promote the safe and intelligent care of the patient;
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be determined by discussions between nurses and the inservice department. The objectives of inservice education shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend inservice education during off duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to provide contact hours for continuing education programs.

- a. Eight (8) hours of continuing education (which may include inservice education) applying to the area of the nurse's practice shall be required annually of all nurses, full-time, part-time and per diem, to include two (2) hours for annual certifications (CPR, etc.).

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

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

15.5 Education Leave. Nurses assigned at least a .6 FTE may be allowed up to twenty four (24) hours of paid educational leave per year. Nurses assigned an FTE of less than .6 FTE may be allowed up to eight (8) hours of paid educational leave per year. Educational leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Director of Nursing Service of the subject matter to be studied.

15.6 Professional Leave. Nurses assigned at least a .6 FTE may be allowed up to twenty four (24) hours of paid professional leave per year. Nurses assigned an FTE of less than .6 FTE may be allowed up to eight (8) hours of paid professional leave per year. Professional leave shall be subject to budgetary considerations and scheduling requirements of the Employer.

15.7 Educational and Professional Leave Expenses. The Employer shall determine annually a budget to reimburse Registered Nurses for expenses related to educational and professional activities. Once determined, the budgeted funds shall be allocated to each unit, with consideration for size and need. Registered Nurses interested in seeking reimbursement shall apply prior to engaging in the activity. The Employer, through its unit leadership, shall review the applications and determine which applications will be approved.

Once it is determined, the budget and unit allocations shall be provided to the Conference Committee. Upon request, but no more than twice each fiscal year, the Employer shall provide utilization data for each unit's allocation to the Conference Committee. The manner by which

funds are distributed and the amount of each unit's budget shall be appropriate discussion items for the Conference Committee.

ARTICLE 16 - GRIEVANCE PROCEDURE

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

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

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

Step 1. Nurse and Immediate Supervisor.

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Nurse, Local Unit Grievance Officer and Chief Nursing Officer.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Chief Nursing Officer (and/or designee) within fourteen (14) calendar days of the immediate supervisor's decision. A meeting between the nurse (and the Local Unit Grievance Officer, if requested by the nurse) and the Chief Nursing Officer (and/or designee) shall be held within fourteen (14) calendar days following the presentation of the Step 2 grievance for the purpose of resolving the grievance. By mutual agreement, the parties may expand the number of participants attending the meeting. The party requesting the additional participant(s) should give at least twenty-four (24) hours' notice prior to the meeting. The Chief Nursing Officer shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Vice President (VP), Human Resources and Association Representative.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the VP, Human Resources (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The VP, Human Resources (and/or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. By mutual agreement, the parties may expand the number of participants attending the meeting. The party requesting the additional participant(s) should give at least twenty-four (24) hours' notice prior to the meeting. The VP, Human Resources (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.4 Association Grievance. The Association may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed.

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

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

ARTICLE 17 -MANAGEMENT RESPONSIBILITIES

The Association recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal.

ARTICLE 19 - GENERAL PROVISIONS

19.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

19.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

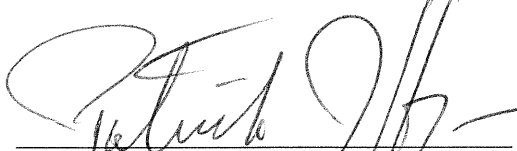
19.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings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

ARTICLE 20 -DURATION

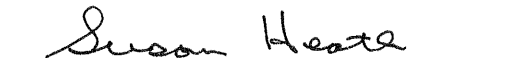
This Agreement shall become effective August 1,, 2010, and shall remain in full force and effect to and including the 31st day of July, 2013, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of September, 2010.

SEATTLE CHILDREN'S HOSPITAL

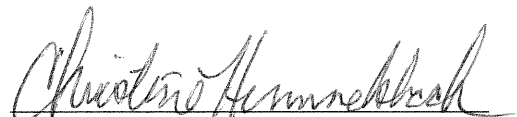


Patrick J. Hagan, ~~Executive~~
~~Vice~~ President and COO

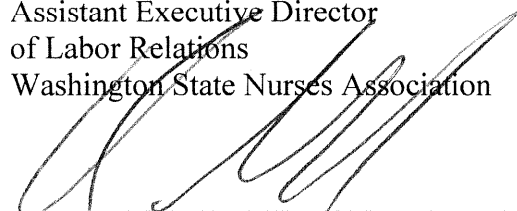


Susan Heath, Senior Vice President,
Chief Nursing Officer


WASHINGTON STATE NURSES
ASSOCIATION



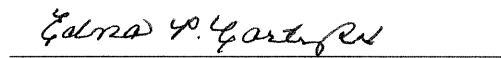
Christine Himmelsbach
Assistant Executive Director
of Labor Relations
Washington State Nurses Association



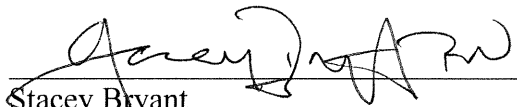
David Campbell
Labor Counsel



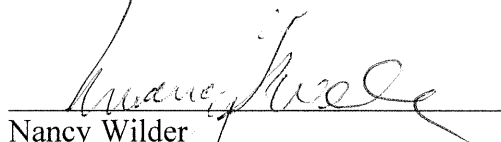
Heather Worbets
WSNA Nurse Representative



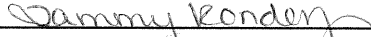
Edna Cortez
Local Unit Co-Chair



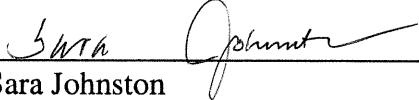
Stacey Bryant
Grievance Officer



Nancy Wilder
Membership Coordinator



Tammy Rondorf
WSNA Negotiating Team Member



Sara Johnston
WSNA Negotiating Team Member

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM A

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for ten (10) hour work days consisting of ten and one-half (10 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the charge nurse. Shift start times shall be determined by the Employer.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a defined seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of the ten (10) hour shift and for hours worked in excess of forty (40) hours per week. If a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked in excess of fourteen (14) hours shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.
3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.
4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM B

TWELVE (12) HOUR SHIFT SCHEDULE

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

1. Work Day. The twelve (12) hour shift schedule shall provide for twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the charge nurse. Shift start times shall be determined by the Employer.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of the twelve (12) hour shift and for hours worked in excess of forty (40) hours per week. If a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.
3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.
4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM C

TWELVE (12) HOUR AND EIGHT (8) HOUR
COMBINED SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, nurses may, on an individual basis, agree to work combined twelve (12) hour shift and eight (8) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The combined twelve (12) hour shifts and eight (8) hour shift schedules shall provide for a combination of twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each and eight (8) hour work days consisting of eight and one-half (8 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute or two (2) fifteen (15) minute paid rest breaks respectively. The nurse shall be responsible for coordinating rest breaks with the Charge Nurse. Shift start times shall be determined by the Employer.
2. Work Period; Overtime Pay. Nurses working this combined twelve (12) hour shifts and eight (8) hour shift schedules shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of twelve (12) hour shift and eight (8) hour shift schedules and for hours worked in excess of forty (40) hours per week.

For the scheduled twelve (12) hour shifts, if a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.

For the scheduled eight (8) hour shift, if a nurse works more than twelve (12) hours, all hours worked beyond twelve (12) within a defined twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse scheduled for an eight (8) hour shift who works a double shift.

3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.

4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shifts.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM D

VARIABLE HOURS SHIFT SCHEDULE
(Outpatient Clinics and Bellevue Surgery Center)

The Hospital and the Association agree that nurses regularly scheduled to work in the Outpatient Clinics, bargaining unit Research Nurses, and Home Care Services Nurses will be employed in accordance with the following work schedule. All existing contractual provisions of the Employment Agreement shall apply unless otherwise provided for herein.

1. Work Day. The normal work day is variable and does not provide for a fixed starting or ending time to the shift.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a defined seven (7) day period. Nurses who work in excess of forty (40) hours during this seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. Overtime will not be paid on a daily basis.
3. Premium Not Applicable. Section 7.9, Rest Between Shifts, and Section 9.7, Work In Advance of Shift, shall not apply to this flexible schedule.
4. Schedule Not Applicable. This Addendum shall not apply to inpatient nurses who intermittently work/float into the outpatient clinic.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM E

AIRLIFT NORTHWEST

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, Airlift Northwest nurses may, on an individual basis, agree to work a twenty-four (24) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. 7.1 Work Day. The normal work day shall consist of a twenty-four (24) hour shift. Nurses will be provided with sleeping accommodations and will be paid at the regular rate of pay for the entire shift.
2. 7.3 Innovative Work Schedules. The Employer and/or the nurses retain the right to revert back to the schedule which was in effect immediately prior to the innovative work schedule, after at least twenty-eight (28) days' advance notice.
3. 7.5 Contract Overtime. Time in addition to the required FLSA overtime commitment will be paid at one and one-half (1 1/2) times the regular rate of pay on extended flights when work exceeds the twenty-four (24) hour shift. If a nurse works more than twenty-six (26) hours, all overtime hours worked shall be paid at the rate of double time (2x) the nurse's regular rate of pay.
4. 7.9 Rest Between Shifts. Waived.
5. 9.3 Callback Pay. Waived.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM F

TEN (10) HOUR AND EIGHT (8) HOUR
COMBINED SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, nurses may, on an individual basis, agree to work a combination of ten (10) and eight (8) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The combined ten (10) hour shift and eight (8) hour shift schedules shall provide for a combination of ten (10) hour work days consisting of ten and one-half (10 1/2) hours each and eight (8) hour work days consisting of eight and one-half (8 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks. The nurse shall be responsible for coordinating rest breaks with the Charge Nurse or appropriate individual. Shift start times shall be determined by the Employer.
2. Work Period; Overtime Pay. Nurses working this combined ten (10) hour shift and eight (8) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of ten (10) hour shift and eight (8) hour shift schedules and for hours worked in excess of forty (40) hours per week.

For the scheduled ten (10) hour shifts, if a nurse works more than fourteen (14) hours within a defined twenty-four (24) hour period, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse who works two (2) sixteen (16) hour shifts in a pay period.

For the scheduled eight (8) hour shifts, if a nurse works more than twelve (12) hours, all hours worked beyond twelve (12) within a defined twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay, providing the nurse gets overtime authorization and works the scheduled shifts for the remainder of the pay period, excluding low census conditions and situations where a nurse had worked more than sixteen (16) hours within a defined twenty-four (24) hour period. Without condition, double time (2x) shall also be paid to any nurse scheduled for an eight (8) hour shift who works a double shift.

TEN (10) HOUR AND EIGHT (8) HOUR
COMBINED SHIFT SCHEDULE - cont'd

3. Rest Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1 1/2). This section shall not apply to standby and callback assignments performed pursuant to Article 9.
4. Shift Differential. Shift differential shall be paid for those hours worked on a traditional evening (3:00 p.m. - 11:30 p.m.) or night (11:00 p.m. - 7:30 a.m.) shift.

SEATTLE CHILDREN'S HOSPITAL

ADDENDUM G

CHILDREN'S CONSULTING NURSES ("CCNs")

The Employer and the Association agree that nurses employed as Children's Consulting Nurses will be employed with the following understandings. All existing contractual provisions of the Collective Bargaining Agreement shall apply unless otherwise provided herein.

1. Work Day. The Employer may establish positions that include shifts of less than eight (8) hours and four (4) or more hours in duration. The shifts of less than eight (8) hours duration shall be performed through telecommuting. No more than twenty percent (20%) of the regular positions shall include such shifts.
2. Work Location. The Employer may permit CCNs to work from home or other remote locations under the Hospital's Telecommuting Policy. The Employer reserves the right to modify its Telecommuting Policy at its discretion.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between SEATTLE CHILDREN'S HOSPITAL ("Employer") and WASHINGTON STATE NURSES ASSOCIATION ("Association").

The Employer and the Association have agreed to create a No Pay Protection Plan (the "Plan") for nurses in the Acute Care and Critical Care Divisions, Emergency Department, and the Children's Consulting Nurses. The Plan shall begin on October 1, 2007, and the terms of the Plan shall be as follows:

1. Nurses in positions with a call requirement above FTE will participate in the Plan.
2. Nurses in positions without a call requirement can elect to participate in the Plan. Once a nurse opts in, the nurse may later opt out of the Plan during the thirty-day (30) window preceding August 1 of each year. Once a nurse opts in, scheduled call would be deemed to be part of a nurse's position. A nurse no longer participates in the Plan if the nurse converts to per diem status.
3. For those nurses participating in the Plan:
 - A. Hours worked on extra shifts above FTE will result in contribution to the No Pay Bank for the particular nurse.
 - B. Each hour worked above FTE as the result of being on call will result in contribution to the No Pay Bank.
 - C. No contribution shall be made for end of shift overtime or non-patient care time.
 - D. Twenty-five percent (25%) of hours worked under A and B shall be contributed to the No Pay Bank, pro rated by FTE.
 - E. Upon implementation of the Plan (within one month after ratification), the Employer will deposit 12 hours into the No Pay Bank for each nurse in the Plan, pro rated by FTE. If nurses subsequently become participants in the Plan (either new hires or because of subsequent elections), the same amount shall be deposited into the No Pay Bank.
4. The No Pay Bank can be accessed by a nurse when the nurse faces voluntary or mandatory No Pay. No Pay hours expire when a nurse leaves the Plan.
5. Nurses in the program may not be required to be on scheduled call more than twelve (12) hours per month. Scheduled calls must be at least eight (8) hours in duration, unless the affected nurse agrees otherwise. Nurses who work extra shifts shall have all such hours

worked, and all hours relieved of work because of low census, counted toward this twelve-hour (12) maximum.

6. All unassigned shifts after the schedule is posted shall be made available on each unit. Any nurse may sign up for such shifts regardless of whether it places the nurse into an overtime or other premium pay situation, except that a nurse may not sign up for extra shifts that result in more than fifty-percent (50%) of the shifts being sixteen (16) hours of consecutive work.

7. The Employer will provide the Association with thirty (30) days of notice before terminating the Staffing Incentive Pay Plan.

AGREED:

For Seattle Children's Hospital I

For Washington State Nurses Association

Date

Date

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