

**REGISTERED NURSES  
COLLECTIVE BARGAINING AGREEMENT**

By and Between

**SKAGIT VALLEY HOSPITAL**

and

**WASHINGTON STATE NURSES ASSOCIATION**

**June 1, 2008 – May 31, 2011**

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## Joint Statement

Skagit Valley Hospital ("SVH") and the Washington State Nurses Association ("WSNA") hereby issue this Joint Statement regarding our mutual interest and our intentions for working together in the future with mutual respect and cooperation.

SVH and WSNA share the following interests and mutual goals:

We acknowledge that all registered nurses (whether clinical or managerial) have responsibilities to base their actions and decisions on sound professional judgment and adherence to the standards of their profession.

We are committed to providing quality care for our patients and their families.

We believe in working together in partnership to meet the challenges of the changing health care environment.

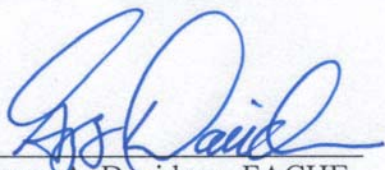
We seek to promote a work environment that values open and honest relationships that stresses mutual respect, trust and consideration of others. We recognize that all registered nurses play a vital and indispensable role in the delivery of high quality, cost effective, patient care.

We recognize the need to conduct ourselves in a fiscally responsible manner and pledge to act as responsible stewards of the financial resources entrusted to us by the public.

**DATED** this \_\_\_\_ day of June, 2008.

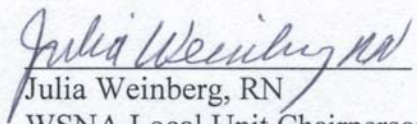
SKAGIT VALLEY HOSPITAL

By:

  
\_\_\_\_\_  
Gregg A. Davidson, FACHE  
Administrator/CEO

WASHINGTON STATE NURSES  
ASSOCIATION

By:

  
\_\_\_\_\_  
Julia Weinberg, RN  
WSNA Local Unit Chairperson

## **REGISTERED NURSES**

THIS AGREEMENT is made and entered into by and between SKAGIT VALLEY HOSPITAL (hereinafter referred to as "SVH" the "Employer" or the "Hospital"), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the "Association").

### **PREAMBLE**

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

### **ARTICLE 1 - RECOGNITION**

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and per diem registered nurses employed by the Employer as Resident Nurse, Staff Nurse, and Charge Nurse, at its hospital, associated clinics, or in its Hospice program, subject to the provisions of Article 1.2, excluding head nurses and other supervisors and all other employees.

1.2 Accretion. The Employer also recognizes the Association as the sole and exclusive bargaining agent for all regular full-time and part-time registered nurses employed as registered nurses in urgent care, ambulatory care or other such non-acute care settings, excluding managers, supervisors, and all other employees. The Employer shall have the right to establish and implement the initial terms and conditions of employment for registered nurses at such newly established or new-acquired settings, provided the Employer notifies the Association of such initial terms and conditions. Thereafter, upon request, the Employer shall bargain with the Association over the terms and conditions of employment at such settings.

### **ARTICLE 2 - ASSOCIATION MEMBERSHIP**

2.1 Association Membership. All nurses covered by this Agreement or who are hired after this Agreement shall within thirty (30) calendar days after this Agreement is signed by the parties, or within sixty (60) calendar days after employment, whichever occurs last, become and/or remain a member in good standing of the Association for the term of this Agreement. Newly hired nurses shall be made aware of this provision at the time of orientation. Failure to comply with this condition shall, upon the written request of the Association, result in the immediate discharge of the nurse. The Association shall notify the Hospital in writing of the failure of any nurse to remain a member in good standing in violation of this Article. Membership in good standing shall mean the timely payment of Association dues. No request

for termination shall be made by the Association until at least twenty-one days after the sending of the notice.

2.1.1 Exception: Notwithstanding the provisions of Sections 2.1 and 2.2 of the Agreement, the parties agree that those nurses employed on May 13, 1997 who were not members of the Association at that time shall have the option of remaining non-members and shall have no obligation to pay dues or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such a nurse join the Association after this Agreement is ratified, the nurse shall comply with Sections 2.1 and 2.2 thereafter.

2.2 Religious Exemption. Employees covered by this Agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining an Association shall contribute monthly an amount equivalent to the regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of those nurses covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by nurses is set forth as Appendix "A" to this Agreement. Deductions 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 undertake 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. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

### **ARTICLE 3 - NONDISCRIMINATION**

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, or the presence of any physical, mental or sensory disability not relevant to job performance. No nurse shall be discriminated against for lawful Association activity.

## ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the hospital operated by the Employer for the purpose of transacting Association business and observing conditions under which nurses covered by this Agreement are employed; provided, however, that the Association's representative shall upon arrival at the hospital notify the Administrator or designee of the intent to transact Association business. The Association representative shall advise the Administrator as to which department or areas he or she wishes to visit, and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate location subject to general rules applicable to nonemployees, and shall not interfere with the work of nurses.

4.2 Local Unit Chairperson. The Association shall have the right to select a local unit chairperson from among the nurses in the bargaining unit. The Local Unit Chairperson or other local unit officer may investigate circumstances of grievances under this Agreement within the hospital during released time without pay and may contact other nurses briefly during their on-duty hours pursuant to the investigation. The Association agrees to provide written notice to the Administrator identifying the local unit chairperson and any other local unit officers within seven days of their selection.

4.3 Rosters. Twice a year (in the months of January and July) the Employer shall electronically provide the Association with a list of those nurses covered by this Agreement. This list will contain each nurse's name, home address, home telephone number, employee ID number, FTE status, base rate of pay, date of hire and seniority date. On or about the fifteenth day of each month, the Employer shall electronically provide the Association with a list of all nurses covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month. The list shall contain the same information as provided with the semi annual lists, plus a listing of all nurses who are not paying Association Dues/Agency Fees through payroll deduction. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month.

4.4 Bulletin Board. A bulletin board in a prominent location shall be designated by the Conference Committee for the use of the local unit in the hospital.

4.5 Distribution and Introduction of Agreement. The Employer shall distribute a copy of this Agreement, an Association membership application, Association Introduction Letter and a payroll deduction form to all newly hired nurses at the time of hiring. The cost of printing and providing to the Employer such Agreement and forms shall be initially borne by the Association. Upon request, the Employer shall reimburse the Association for one-half of the reasonable cost of printing the Agreement. During the orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit provided meeting room space is available and has been requested in accordance with Hospital policy.

## ARTICLE 5 - DEFINITIONS

5.1 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of patients.

5.1.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six months (1,040 paid hours); or who is returning to practice with no current clinical training or experience. Such a nurse shall participate in training under the direction of a preceptor and shall be responsible for the direct care of limited numbers of patients. Residency shall generally not exceed six (6) continuous months.

5.2 Charge Nurse: A staff nurse functioning in a leadership role, providing direction and coordination of personnel. A charge nurse is a primary resource person, knowledgeable of the policies and procedures in the unit and assists staff. The charge nurse job description does not confer supervisory status.

5.3 Full-Time Nurses: Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. Nurses may not unilaterally reduce their FTE.

5.4 Part-Time Nurses: Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period. Part-time nurses who feel that they are not properly classified or are not receiving appropriate benefits shall have the right to require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure. Nurses may not unilaterally reduce or increase their FTE.

5.5 Per Diem Nurses: Nurses who are not regularly scheduled or who are called to work when needed. Per diem nurses shall include nurses scheduled on a "call in" basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay, certification premium and premium pay for actual hours worked on a holiday in accordance with the applicable provisions of this Agreement. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Except as provided in Section 5.5.1, a full-time or part-time nurse who transfers to per diem status or who takes a non-bargaining unit position with the Employer shall have his/her seniority "frozen" until such time as the nurse obtains another full-time or part-time position within the bargaining unit.

A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status, but shall not accrue additional seniority while employed in per diem 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. Per diem nurses shall make themselves available to work at least four (4) shifts per four (4) week posted work schedule, two (2) of which must be weekend or evening/night shifts and at least one (1) major holiday (Christmas Eve, Christmas Day and New Years Day) per year if the nurse's primary department is staffed during such days/shifts. Per diem nurses shall contact the appropriate scheduler prior to the date upon which the published schedule is to be issued and provide a list of the days (including weekends) that the per diem nurse is available to work during the period of the schedule. If the per diem nurse is not placed on the published schedule, the nurse shall not be required to continue being available for the identified date. Per diem nurses who feel that they are not properly classified or are not receiving appropriate benefits or any other nurse who feels that per diem nurses are regularly working sufficient hours on shifts that could be reasonably combined to create a position of a .3 FTE or more for a period of more than three (3) consecutive months, shall have the right to require a review of the potential for posting such a position and, if not satisfied, may submit the dispute to the grievance procedure. When reviewing whether an FTE'd position may be posted based upon shifts regularly worked by per diem nurses, shifts worked by per diem nurses to cover for a nurse on a leave of absence shall be excluded.

5.5.1 Per Diem Seniority. The Employer shall begin tracking per diem hours worked by each per diem nurse after 6/1/99. After one calendar year and at least 200 hours worked, per diem nurses shall be awarded seniority for purposes of bidding on job postings as provide herein. Per diem seniority shall only be relative to other per diem nurses and nurses applying for positions from outside SVH and shall be based upon the number of hours worked in per diem status after 6/1/99. When a per diem nurse is awarded an FTE'd position, the nurse's per diem seniority hours shall be posted on the nurse's PAF and placed in the nurse's personnel file. If the nurse later returns to per diem status, the nurse's per diem seniority shall be restored.

5.5.2 Failure to Work. Regardless of whether a Per Diem nurse has made him/herself "available" to work pursuant to Section 5.5, if such nurse is not otherwise on a leave of absence and fails to work (excluding education or inservice hours) at least two shifts in a rolling six (6) month period, the Employer may administratively terminate the nurse's employment for failure to work.

5.6 Wage Premium in Lieu of Benefits. In lieu of Annual Leave, Sick Leave, Health, Life, Long Term Disability, Accidental Death and Dismemberment and Dental insurance benefits, full-time (1.0 FTE) and part-time nurses (0.1 – 0.9 FTE) may elect a fifteen percent (15%) wage premium. Premium paid nurses shall accrue seniority but shall not be eligible for the above listed benefits provided for in this Agreement. This election must occur annually on dates designated in advance by the Hospital. For nurses who hold a .5 FTE or above, benefits may only be waived, providing the nurse presents the Hospital 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 the 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. **Nurses electing this Premium In Lieu of Benefits may be required to participate in certain benefits at their own expense if currently a plan requirement that all eligible employees participate (.8 FTE for Life and .6 FTE for LTD Insurance).**

5.7 Specialty Educator. A staff nurse with added responsibility to provide ongoing clinical education and development of staff in a given department or departments. The Specialty Educator may also develop the defined preceptor program used to guide the new skill development of new health care employees. Specialty educators may function as a preceptor if they perform the 'hands on' training of new health care employees enrolled in the defined preceptor program in addition to taking a patient load. Specialty Educators are not supervisory employees.

5.8 Preceptor. A preceptor is an experienced nurse who, in addition to assuming a patient care role, is proficient in clinical teaching who is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a health care employee enrolled in a defined program or a senior student nurse who does not have a clinical instructor on-site, 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. Only nurses with an FTE of .5 or above will be eligible to serve as preceptors. Where possible, charge nurses shall take preceptor responsibilities into consideration when making patient 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 health care employees. This would include the providing of informational assistance, support and guidance to new health care employees.

5.9 Overriding Factors. Skill, ability, experience or qualifications may be considered to be "overriding factors" when, considering such attributes, a nurse is deemed materially more qualified for an assignment than other nurses being considered for the assignment.

5.10 Float Pool Nurse. A float pool nurse is a staff nurse who has the competency and is able and willing to work in three or more clinical units and has applied for and been accepted into a Float Pool position. A float pool nurse may be required to work in any clinical unit for which she or he has the required competency.

## **ARTICLE 6 - PROBATION AND TERMINATION**

6.1 Probation. The first 520 paid hours of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional 260 hours by

the mutual written agreement of the Employer and the nurse involved. A nurse shall attain non-probationary nurse status upon successful completion of the probationary period.

6.2 Notice of Resignation. Non-probationary nurses shall give not less than fourteen (14) calendar days' prior written notice of intended resignation.

6.3 Discipline and Discharge. Nurses who have successfully completed their probationary period shall not be disciplined or discharged without just cause. Such nurses disciplined or discharged for cause shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The nurse will be given a copy of all disciplinary actions. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary meetings.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7.1 Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, plus an unpaid meal period of one-half (½) hour.

7.2 Innovative Work Schedule. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of ten (10) hours when the work week schedule is based on four (4) ten (10) hour days. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of twelve (12) hours. The starting and ending time for 10-hour and 12-hour shifts shall be mutually agreeable between the nurse and the nurse's manager/supervisor. Nurses shall be paid for the actual number of hours worked. Twelve-hour shift schedules established on a unit wide basis may be terminated by the nurses only by a majority vote of the nurses on the unit. Other innovative work schedules may be established when mutually agreeable to the Employer, the Association, and the nurse concerned with written notice to the Local Unit Chairperson. Innovative work schedules that deviate from the normal work week or normal work day that are implemented for a nursing unit or on a hospital-wide basis shall be mutually agreeable to the Employer and the nurse involved, and the Association shall be given notice and an opportunity to bargain about the work schedule. Education days, sick leave, and annual leave will be paid (not earned or accrued) in either eight (8) hour increments or in increments equal to the nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more frequently than once per calendar year. A nurse working an innovative work schedule who wishes to discontinue working such schedule may apply for other open positions. A ten or twelve-hour shift agreement shall be considered reinstated automatically following any period of paid or unpaid leave, or recall from layoff.

7.3 Definition of Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be

considered overtime. Nurses shall also receive a premium pay rate of time and one-half their regular rate of pay for time worked in excess of their scheduled shift of at least eight (8) hours, regardless of their overtime schedule. All overtime, including "daily overtime," must be properly authorized by the Employer.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay. For purposes of computing overtime, the nurse's regular hourly rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification and education pay. All time worked in excess of twelve (12) consecutive hours shall be paid for at double the employee's regular hourly rate of pay unless the nurse is scheduled for a 10 or 12 hour shift, in which case double time shall be paid only for time worked beyond the 14<sup>th</sup> consecutive hour. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.5 Mandatory Overtime. The Hospital shall comply with any State and Federal laws regarding the prohibition of mandatory overtime.

7.6 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay.

7.7 Callback. A nurse called to work from scheduled standby status, shall be paid at one and one-half times (1½ x) the nurse's regular rate of pay for all hours worked, with a minimum of two (2) hours. Nurses who work in excess of twelve (12) consecutive hours in callback or in excess of twelve (12) hours in a twenty-four hour period, beginning with the start of the nurse's regular or standby shift shall be paid for at double the employee's regular hourly rate of pay.

7.7.1 Low Census Callback Nurses called to work from low census standby shall be paid for their entire scheduled shift, regardless of the actual number of hours worked after being called back to work unless the nurse works beyond his/her scheduled shift, in which case the nurse will be paid for additional hours at the appropriate rate.

7.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour (one hour for Hospice nurses) and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

7.8.1 12-Hour Shifts. Nurses scheduled for a 12-hour shift shall receive one unpaid half-hour meal period and three paid 15-minute breaks per shift.

7.9 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars (\$4.00) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend. In the event a nurse is required to work either Saturday or Sunday on two (2)

consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's straight-time hourly rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars (\$4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.10 Work on Day Off. All full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day. In cases *of exceptional staffing needs*, the Employer can declare a shift or shifts as "Bonus Shifts." Nurses with an FTE of .6 or above agreeing to work such shifts will be paid time and one-half their regular rate of pay for all hours worked on the "Bonus Shift." The Employer may determine that it will offer double time to nurses picking up a "Bonus Shift" who are already eligible for time and one-half on that shift.

7.11 Rest Between Shifts. Unless performing stand-by duty, each nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless otherwise mutually agreeable to the Employer and the nurse. Any time worked without ten (10) hours rest, shall be paid for at one and one-half the nurse's regular rate of pay.

7.11.1 10-Hour and 12-Hour Shifts. Unless performing stand-by duty, nurses scheduled for a 10 hour or 12 hour shift shall have an unbroken rest period of at least eight (8) hours between shifts unless otherwise mutually agreeable to the Employer and the nurse. Any time worked without eight (8) hours rest shall be paid for at one and one-half the regular rate of pay.

7.12 Work Schedules. Work schedules and days off shall be posted prior to the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. The Employer will make reasonable efforts to maintain a nurse's regularly scheduled day off. A nurse who has a concern with a posted schedule changing the nurse's regularly scheduled day off is encouraged to bring his/her concerns to the manager/scheduler.

7.13 Shift Rotation. Unless mutually agreeable by the Employer and the nurse involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is contemplated to be a recurring practice, it shall be addressed in the Conference Committee, prior to implementation. If shift rotation is necessary, and if skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first.

7.14 Consecutive Work Days. Upon request by the nurse, the Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

7.15 Work in Advance of Shift. When a nurse, at the request of the Employer, reports 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 one and one-half (1½) times the regular rate of pay. Hours worked from the beginning of the scheduled shift through the end of the scheduled shift will be at the nurse's regular rate of pay.

## **ARTICLE 8 - COMPENSATION**

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix B attached hereto and made a part of this Agreement.

8.2 Salary and Benefit Computation. For purposes of this Agreement and the method of computing sick leave, annual leave, and other conditions of employment, except as otherwise provided for herein, a "year" shall be defined as 2080 hours of work. For purposes of computing longevity (wage) increments and annual leave progression steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wage and benefits not to exceed 2080 hours within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of actual hours paid, including overtime and low census hours up to two thousand eighty (2,080) paid hours. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience. Nurses newly hired into the bargaining unit shall be placed at the appropriate step of the wage scale (Appendix B) based upon a year-for-year relevant experience credit. Experience shall be determined according to their number of months of previous relevant nursing experience as indicated on the pre-employment experience form (Appendix C) completed in conjunction with the application or hiring process as follows:

- A.** The total number of months of work experience as a registered nurse shall be determined. A nurse will be considered to have worked a full month in any month the nurse performed nursing work.
- B.** The nurse will specify the employer and nature of nursing care provided with each employer.

- C. Work experience will be segregated into months worked in an acute care (or, if applying for a Hospice position, Hospice experience). For purposes of this provision, acute care experience shall mean months worked as a registered nurse in an acute care hospital. The Employer may, at its discretion, consider other experience as equivalent to acute hospital experience.
- D. For each month of previous experience, the nurse shall indicate his/her FTE status and/or average number of hours worked.
- E. The nurse shall indicate any breaks in experience where the nurse was not employed in a nursing capacity.
- F. Months of previous relevant experience will be translated into years of previous experience by dividing total months of experience credit by twelve (rounded up to the next higher year when six or more months experience credited).
- G. Based upon the nurse's experience (which may be subject to verification by the Employer), the nurse shall receive credit for past experience as follows:

**Acute Care Experience:**

- ◆ One month of service for each month of previous acute care experience the nurse held a .8 FTE or worked an average of 64 hours per pay period when such experience was gained without a subsequent break in work experience greater than five years (60 months);
- ◆ One-half months of service for each month of previous acute care experience the nurse held a .8 FTE or worked an average of 64 hours per pay period when such experience came before a break in work experience greater than five years (60 months);
- ◆ One-half months of service for each month of previous acute care experience the nurse held less than a .8 FTE or worked an average of less than 64 hours per pay period when experience was gained without a subsequent break in work experience greater than five years (60 months);
- ◆ One-quarter months of service for each month of previous acute care experience the nurse held less than a .8 FTE or worked an average of less than 64 hours per pay period when such experience came before a break in work experience greater than five years (60 months);

**Non-Acute Care Experience:**

- ◆ One-half months of service for each month of previous non-acute care experience the nurse held a .8 FTE or worked an average of 64 hours per pay period when such experience was gained without subsequent break in work experience greater than five years (60 months);
- ◆ One-quarter months experience for each month non-acute care experience the nurse held less than a .8 FTE or worked an average of less than 64 hours per pay period when such experience was gained without subsequent break in work experience greater than five years (60 months);
- ◆ No experience credit for non-acute care experience when such experience came before a break in work experience greater than five years (60 months).

8.3.1 Current Employees. The Association and the Hospital recognize that, under the previous collective bargaining agreements many currently employed Nurses received credit for past experience upon hire on a “minus one year” basis. Further, the Association and the Hospital recognize that the “parity adjustments” that occurred in 2002 and 2005 provided nurses then employed with credit for past experience on a “minus one year” basis. Finally, the Association and the Hospital recognize that there may be some nurses currently employed who were subject to a 12-step maximum adjustment set by the 2002 and 2005 parity adjustments, who would have been entitled to additional step(s) adjustment but for the imposition of the cap.

In light of the above, the Hospital agrees to make parity adjustments to currently employed nurses, who timely request an adjustment, such that they receive the credit for past experience that would have been given had the “minus one year” or 12-step maximum adjustment language not been applied. In making these adjustments, the parties will utilize the Parity Review Request Forms submitted on or by 9/1/02 and 9/1/05. Nurses who submitted forms in either of these two time periods will have until September 30, 2008 to make any corrections or revisions. Nurses who did not submit a Parity Review Request Form on or by 9/1/02 or 9/1/05 may not submit a new Parity Review Request Form and will not be considered for a parity adjustment unless they did not submit a Parity Review Request Form in 2002 or 2005 because they would not have received a parity adjustment because of the “minus one year” language. Such nurses must submit Parity Review Request Forms by September 30, 2008.

Additionally, all nurses who were hired after 9/1/02, who timely request an adjustment, must complete Parity Review Request Forms by September 30, 2008. If Parity Review Request Forms are already on file, the nurse need only provide any necessary updates prior to September 30, 2008.

If a nurse does not timely submit a Parity Review Request Form, he or she will not receive an adjustment and will be deemed to have waived any claim for adjustment at any future time. All parity adjustments will be effective the first payroll period on or after 11/1/08.

8.4 Charge Nurse Premium. The parties agree that charge nurse responsibilities are assigned to only one nurse on a shift on a unit. Therefore, there will be no overlapping of charge pay. The Charge Nurse premium shall be \$2.00 per hour which shall not be included in a nurse's regular rate of pay. However, nurses who hold charge nurse positions that were obtained through the posting process (Regular Charge nurses), shall receive the charge nurse premium for paid leave hours but not while working in a non-charge capacity. A Staff Nurse assigned the responsibilities of the Charge Nurse position shall be compensated at the Charge Nurse rate of pay during the period of assignment.

8.5 Standby Pay. Nurses placed on stand-by status off hospital premises shall be compensated at the rate of Three Dollars (\$3.00) per hour of stand-by duty. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. The Employer shall continue its past practices with respect to the availability of paging devices.

8.5.1 Scheduled Standby. Nurses called in to work from scheduled standby status shall continue receiving standby pay in addition to call back pay.

8.5.2 Low Census Standby. Because nurses called to work from low census standby will be paid for their scheduled shift as if they had not been placed on standby, such nurses shall not receive standby pay for such shift.

8.6 Shift Differential. Nurses assigned to the second (evening) shift shall be paid a shift differential or premium of Three Dollars (\$3.00) per hour over the regular hourly rate. Nurses assigned to the third (night) shift shall be paid a shift differential or premium of Four Dollars and Fifty Cents (\$4.50) per hour over the regular hourly rate. Effective June 1, 2010, nurses assigned to the second (evening) shift shall be paid a shift differential or premium of Three Dollars and Twenty-Five (\$3.25) per hour over the regular hourly rate. Effective June 1, 2010, nurses assigned to the third (night) shift shall be paid a shift differential or premium of Four Dollars and Seventy-Five Cents (\$4.75) per hour over the regular hourly rate.

8.6.1 Calculation of Shift Differential. Evening shift differential shall be paid for all hours worked if 50% or more a majority of the shift falls after 3:00 p.m. Night shift differential shall be paid if 50% or more of hours worked fall between 11:00 p.m. and 7:00 a.m.

8.7 Certification and Education Premiums. SVH values the contribution of nurses who receive their certification and desires to provide funds for such nurses to use to attend continuing education offerings and to pay for other costs associated with maintain their certification. To this end, nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of one dollar (\$1.00) per hour. SVH also values the contribution of nurses who obtain a BSN. To this end, nurses who have a BSN shall receive a premium of one dollar (\$1.00) per hour. Nurses must submit evidence of the

BSN degree and will receive the BSN premium beginning with the first full payroll period following submission of the documentation.

8.8 Preceptor Pay. Nurses who are assigned as a Preceptor shall receive \$1.25 per hour over the nurse's regular rate of pay for all time spent working as a Preceptor.

8.9 Specialty Educator Premium. Nurses holding positions as Specialty Educators shall receive an additional \$1.50/hour for shifts spent performing specialty educator duties. Specialty Educator nurses shall receive the premium during periods of paid leave according to the portion of the nurse's FTE allocated to the Specialty Educator job description.

8.10 Float Pool Premium. Float pool nurses with a .6 FTE or above in the float pool will receive a premium of two dollars per hour (\$2.00). Float pool nurses with a .6 FTE or above and who have a competency in at least one critical care unit (ICU,PACU or ED) will receive an additional float pool premium of two dollars per hour (\$2.00) for a total of four dollars (\$4.00) per hour.

## **ARTICLE 9 – HOSPICE**

### 9.1 Hospice Telepage

9.1.1 Exclusivity. This section applies only to nurses working in the Hospice program. Hospice Telepage Nurses schedules and wages are covered by this article only. Other nurses working in the Hospice program are governed by the terms of the entire agreement, unless specifically identified in this article. The Employer shall provide all Nurses working Telepage Duties cellular phones.

9.1.2 Hospice Telepage Nurse. A Hospice Telepage Nurse is a staff nurse regularly scheduled to provide services to Hospice patient on a stand-by basis after regular Hospice hours. Regular Hospice hours are from 8 am to 5 pm, Monday through Friday.

9.1.3 Work Schedule. Hospice Telepage Nurses will consist of no more than three salaried positions, occupying a total of 2.0 full-time-equivalents (FTE). A 1.0 FTE constitutes seven (7) fifteen-hour (15-hour) shifts in a two-week (2-week) pay period.

9.1.3.1 Holiday ScheduleTelepage Nurses are required to work one major and two minor holidays. Major Holidays include New Year's Day (January 1), Thanksgiving Day (4<sup>th</sup> Thursday in November), and Christmas Day (December 25). Minor Holidays include Memorial Day (last Monday in May), Independence Day (July 4), and Labor Day (1<sup>st</sup> Monday in September).

9.1.4 Compensation and Benefits. Compensation will be paid in the form of an annual salary, determined by multiplying the primary telepage nurse's step increment rate by 2080 for a (1.0 FTE), or the pro rata salary for a reduced FTE. The salaried primary telepage nurse position

is exempt from overtime and will not be eligible to receive additional cash compensation while on standby, and while working weekends, holidays, or scheduled days off, except as provided in this Article. The Employer shall provide benefits as defined for nurses working 1.0 FTE in other articles of this agreement.

9.1.4.1 Holiday Compensation. . If two or more Telepage nurses are scheduled to work or be on standby on a recognized holiday, compensation will be an additional bonus of ten dollars (\$10.00) per hour for each hour they work or are on standby. Holiday telepage coverage is from 12:00 midnight until 12:00 midnight on the designated holiday. Language in Article 10.6, Designation of Holidays, may apply, which states that the Conference Committee shall be responsible for determining when holidays shall be observed on evening and night shifts.

9.1.4.2 Non-Telepage Shifts. Telepage Nurses who volunteer to work for a regular hospice shift shall be paid a bonus equal to their step rate multiplied by the actual hours worked. This bonus shall be paid in the pay period in which the additional work was performed. The telepage nurse shall be the first nurse called off duty unless s/he has reported for work, then s/he will be the last nurse called off.

9.1.4.3 Leave Deduction. Each day of annual leave, holiday or sick leave used shall result in 8 hours being deducted from the telepage nurse's leave banks. Education benefits shall be accrued and deducted as for any other nurse.

9.1.5 Telepage Orientation. When a new nurse is hired as a Telepage Nurse, the Employer will assign an experienced Relief Telepage Nurse to serve as backup during the first 260 hours of paid work or until the nurse and the Employer agree that the new nurse is able to perform his/her duties independently. *The Employer will orient all Hospice per diem nurses to Telepage duties and procedures.*

9.1.6 Relief Telepage Nurse. The Employer will try to limit, to the extent practical, the occasions and circumstances in which regularly scheduled Hospice program nurses are assigned to perform telepage duties. A Staff Nurse assigned to the Hospice Unit who is given the additional responsibility to cover the telepage shifts on a temporary basis due to Telepage nurse illness, vacation, or other temporary unavailability. Nurses providing relief telepage coverage under this Section will be expected to cover any "scheduled" or "open" visits which would have been the responsibility of the telepage nurse.

9.1.6.1 Order of Assignment. In order to minimize the occasions and circumstances when it is necessary to assign regularly scheduled Home Health/Hospice nurses to provide relief telepage coverage, the Employer will seek such coverage in the following order of priority:

Volunteers,  
Per diem nurses,

Relief Telepage Nurses assigned on a rotational basis.

9.1.6.2 Limitations to Assignment. Relief Telepage Nurses will be assigned relief telepage duty for weekdays, weekends, and holidays on a rotating basis based on the last day of relief telepage coverage worked, providing skills, ability, experience, competence or qualifications are not overriding factors. However, relief telepage nurses shall not be required to be on relief telepage for more than eight duty days per month or more than two days per week or greater than every other weekend, unless mutually agreeable to the nurse and the Employer. If a relief telepage nurse feels that she/he cannot safely perform his/her nursing duties, the Employer will make every effort to accommodate the nurse's request for time off. Relief telepage nurses also will be given one (1) opportunity every six (6) calendar months (January-June and July-December) to refuse a relief telepage assignment due to other responsibilities. Nurses who are regularly scheduled to work a weekend will also be ineligible to be assigned relief telepage duties during that weekend's telepage duty.

9.1.6.3 Minimum Compensation. A Relief Telepage Nurse shall receive a minimum of ten minutes pay at the callback rate for time spent responding to and documenting phone calls associated with relief telepage duty unless such calls occur during actual hours of work. Minimum payments and time paid shall not exceed the callback rate of pay for the actual number of hours scheduled in a relief telepage shift.

9.1.7 Telepage Retention/Recruitment. The parties acknowledge that relief telepage assignments become more burdensome on Primary RNs when Primary Telepage RN positions remain vacant for extended periods. In order to attempt to address the issues raised by this circumstance and the impact upon non-telepage nurses, the parties agree as follows:

- a. As soon as practical following receipt of a Primary Telepage RN's resignation or termination, the Employer shall post the position to be filled in accordance with the job posting provisions of this Agreement;
- b. If the position remains unfilled for four (4) calendar weeks from the nurse's last day of work, the parties shall discuss the vacancy at the next scheduled conference committee, including exploring whether the compensation for the position is a contributing cause to the continued vacancy and possible adjustments that might make the position more attractive;
- c. Telepage nurses hired during the term of this Agreement may not bid on other bargaining unit positions until the nurse has completed at least six (6) calendar months of work.

## 9.2 Hospice Nurses

- 9.2.1 Exclusivity. This section applies only to nurses working in the Hospice program. Except as modified herein, the terms and conditions set forth in the collective bargaining agreement shall apply to Hospice Nurses.
- 9.2.2 Hospice Nurses. The normal work day for Hospice nurses shall consist of 9 hours, plus an unpaid meal period of one hour.
- 9.2.3 Low Census. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the straight-time rate. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low census day off. Low census call will be voluntary whenever feasible and, if not, shall be determined on the basis of case load. Where case load issues are not an overriding factor as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, registry nurses first, then nurses receiving time and one-half or double time overtime/premium, then volunteers, per diem staff and part time staff working an extra shift. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Nurses may also be offered the option or may be assigned to float to areas where they are needed, qualified and recently oriented on the basis of the nurse having completed a written technical skills checklist for the area, or to be oriented to a new area, or to take an indirect patient care assignment. Floating is primarily intended to be used to address fluctuations in census and employee absences. Regular full-time and part-time nurses will be given priority over casual and/or per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualification are not overriding factors as determined by the Employer on the basis of relevant criteria. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period. Generally low census is house wide, meaning there is only one 48 hour cap. Except that there shall be no such limit for nurses in a unit that has been mutually agreed by WSNA and SVH to be identified as a "closed" unit. Low Census hours will be tracked by the Employer but nurses who believe they have reached their cap and do not want to be low censused must notify the individual advising them of the low census assignment at the time the need for low census is being identified. The nurse may request of their manager or nursing office staff to determine accumulated low census hours and the nurse's place in rotation in relation to other core staff on his/her unit.
- 9.2.4 Orientation in Lieu of Low Census. Although nurses may be assigned to orient to a new area in lieu of low census, such an assignment will not be made without the nurse's consent to any of the following departments: FBC, KD, ED,

Oncology Clinic, or Hospice. The nurse’s consent to an orientation assignment will also be required if such assignment is sought to be made outside the nurse’s clinical group consisting of: 1) Medical//Pediatric (MPC), Ortho/Surgical (OSC), Progressive Care/ Critical Care (PCU/PCCU) and SOU, or 2) Peri-Operative Services (OR, PACU, Day Surgery, Endoscopy). This provision does not apply to Float Pool nurses who are hired specifically to be oriented to multiple areas within the hospital.

## **ARTICLE 10 - ANNUAL LEAVE**

10.1 Accrual. Full-time and part-time nurses shall receive annual leave benefits based upon hours of work, depending on years of service, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Leave Hours</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
1 - 3 years	152 hours	.07308/hr.	304 hours
4 - 5 years	192 hours	.09231/hr.	384 hours
6 - 7 years	200 hours	.09615/hr.	400 hours
8 - 9 years	208 hours	.10000/hr.	416 hours
10 - 14 years	232 hours	.11154/hr.	464 hours
15 + years	256 hours	.12308/hr.	512 hours

10.2 Scheduling. The goal of these procedures is fairness. Nothing in this section precludes the flexible and equitable scheduling of vacation time. It is understood that, as a general rule, the Hospital is committed to being able to approve at least one nurse per shift per unit to be off on Annual Leave at any time. Beyond that, departmental needs, vacancies, leaves of absence, etc. must be considered before additional annual leave requests may be approved.

Nurses may request as much annual leave time off as the nurse has accrued, or can reasonably be expected to accrue by the time the leave would take effect. A registered nurse's use of annual leave must be requested in writing and approved in advance by the Department Manager, who may give preference in scheduling to nurses who request annual leave in blocks of one week or longer over nurses who request individual days off.

Nurses shall not be required to find their own replacements for annual leave requests submitted in advance of a posted schedule, but requests received after a work schedule has been posted must be accompanied by the name of the registered nurse who has agreed to replace the nurse on the schedule. Accrued annual leave may also be taken during periods of absence and during periods of low census when, in the Employer's opinion, the registered nurse's presence is unnecessary. Approved annual leave shall not be affected by later requests unless mutually

agreeable. The Hospital will make a good faith effort to schedule weekends off before and after annual leave. Extended vacation requests of three weeks or more may be approved on a rotational basis. Where practical, requests for paid time shall take precedence over requests for unpaid time. Nurses receiving pay in lieu of benefits shall accrue and be eligible to take, unpaid annual leave under the same rules as nurses taking paid annual leave. In addition to the foregoing general provisions, annual leave requests shall be subject to the following:

10.2.1 First Requested, First Approved. Annual leave requests, except as provided in 10.2.2 and 10.2.3 below, should be approved on a first, come first approved basis. Nurses are encouraged to present written requests for annual leave as far in advance as is possible but not less than two (2) weeks before the work schedule is posted. In the case of conflicting requests by nurses for annual leave or limitations imposed by the Employer on annual leave requests, length of service shall prevail in assigning annual leave provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. No nurse may bump an approved vacation on the basis of seniority.

10.2.2 May to October. On February 1, the Employer shall post a blank calendar for the purpose of soliciting registered nurses' vacation requests for the period from the first of May through the end of October. In addition to marking the calendar, registered nurses shall submit written requests on forms to be provided by the Employer which will indicate the nurse's first and second preferences for annual leave time off during this period. On the last day of February, the Employer shall remove the vacation calendar to review requests. Final vacation calendars shall be posted no later than March 31. Subsequent requests for available time off between May and October shall be approved on a first-come-first-served basis.

10.2.3 November to April. The procedures for Annual Leave vacation requests shall be the same as in 10.2.2 except that the blank calendar shall be posted on August first and removed on August 31. The calendar showing approved vacations shall be posted by October 1.

10.2.4 Holidays. Thanksgiving, Christmas or New Year's day may be assigned on a rotational basis, not subject to annual leave requests.

10.2.5 Long Range Vacation Planning. Vacations that require long term advance reservations or time commitments involving others can be requested twelve months in advance to assure reservations and planning. Nurses will receive a written reply within thirty (30) days of submittal of the request whether or not the request is approved. Nurses are expected to consult with the vacation-planning calendar prior to submitting requests.

10.3 Pay. Annual leave pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's regular rate of pay.

10.4 Payment Upon Termination. After completion of one (1) year's employment, nurses shall be paid upon termination of employment for any annual leave credits earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation.

10.5 Work on Holidays. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Designated holidays begin at 10:45 p.m. on the eve of the holiday and end at 11:15 p.m. the evening of the holiday.

10.6 Designation of Holidays. The Conference Committee shall be responsible for determining when holidays shall be observed on evening and night shifts. Such determination shall be made on a hospital-wide basis and for the duration of this Agreement.

## **ARTICLE 11 - SICK PAY**

11.1 Accumulation. Upon completion of the probationary period, nurses shall accumulate paid sick leave benefits at the rate of .0462 hours of sick leave on each hour worked, including low census and overtime hours, up to a maximum accrual of 3.7 hours/pay period (96 hours/year). Sick leave hours may be accumulated up to a maximum accumulation of 720 hours. Sick leave accrued beyond 720 hours shall be converted to cash on an annual basis at the rate of thirty percent (30%) of the excess accrued.

11.2 Notification. Any payment for time off due to sickness shall be subject to notification of absence which shall be given to the Employer as soon as possible on the first day of absence.

11.3 Discipline for Abuse. The parties recognize that sick leave may be used as specified in Section 11.4 of this Agreement. The parties also recognize that sick leave is to be used for genuine sickness or injury and is not accrued leave as is Annual Leave. The parties further agree that the use of sick leave as "wellness" time is not acceptable under circumstances inclusive of single infractions resulting in paid time due to absenteeism. Improper use of sick leave constitutes just cause for disciplinary action.

11.3.1 Documentation. The Hospital has the right to request a nurse to provide documentation from the nurse's health care provider establishing the need/basis for absence from work due to a condition described in Section 11.4 herein. If the nurse has received treatment from a health care provider, the nurse shall provide said documentation if requested by the Hospital. Such documentation from the nurse's health care provider shall reflect sufficient information to allow the Hospital to determine whether the absence was justified, but said documentation need not reveal the specific

diagnosis. The Hospital's right to request such documentation for sick leave requested is subject to the following conditions:

- a. The Hospital has a reasonable suspicion that the nurse has misused sick leave; or
- b. The Hospital has identified a suspicious pattern of sick leave usage (e.g., repeated absences in conjunction with weekends and/or holidays); or
- c. A nurse has more than five (5) sick leave occurrences in a rolling six-month period. A single occurrence shall be construed to mean consecutive days off for the same illness/injury of the nurse or the nurse's dependent child. For example, if the nurse is scheduled to work on Monday, Wednesday and Thursday and misses each of these days due to a continuing illness of the nurse's dependent child, it shall be considered a single occurrence.

11.3.2 Future Documentation. If in response to a request under Section 11.3.1, the nurse is unable to provide documentation from a health care provider of the use of sick leave consistent with the provisions of Section 11.4, the Hospital may require the nurse to provide such documentation with respect to any future sick leave requests for a reasonable period of time inclusive of up to the next six months and the nurse will be notified of such requirement and will comply with such requirement. Non-compliance will result in disciplinary action. The documentation need not reveal the specific diagnosis but must include sufficient information to allow the Hospital to make a reasonable assessment of the validity of a sick leave request.

11.3.3 Falsifying Documentation. If in response to a request under Section 11.3.1, the nurse may be subject to discipline for falsifying sick leave documentation or for use of sick leave for reasons other than those set forth in Section 11.4 of this Agreement.

11.4 Use of Sick Leave. Paid sick leave benefits shall be paid at the nurse's regular rate of pay for an illness or injury which has actually incapacitated the nurse and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth, but excluding child care and breast feeding. Sick leave may also be used for illness or injury of a nurse's child (including a child over 18 incapable of self care because of a disability) requiring treatment or supervision, or for the serious or emergent health condition of a nurse's spouse, parent, parent-in-law, or grandparent as provided by applicable state or federal law.

11.5 Worker's Compensation. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay

only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular sick pay benefits otherwise payable.

11.6 Excessive Absenteeism. Nurses will not be disciplined or downgraded on their evaluations for legitimate use of accrued sick leave. In cases of excessive absenteeism, the Employer may take appropriate action, e.g., counseling, referral, leave status and/or discipline.

## **ARTICLE 12 - SENIORITY, LOW CENSUS, LAYOFF AND RECALL**

12.1 Seniority. Seniority shall be determined by a regular nurse's most recent date of hire by the Employer as a full-time or part-time registered nurse, except that, for nurses who were employed as registered nurses on May 13, 1997, seniority shall be measured from the nurse's most recent date of hire as full-time or part-time employee of the Employer, in any capacity.

12.2 Low Census. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the straight-time rate. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low census day off. Low census call will be voluntary whenever feasible. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, registry nurses first, then nurses receiving time and one-half or double time overtime/premium, then volunteers, per diem staff and part time staff working an extra shift. Nurses may also be offered the option or may be assigned to float to areas where they are needed, qualified and recently oriented on the basis of the nurse having completed a written technical skills checklist for the area, or to be oriented to a new area, or to take an indirect patient care assignment. Floating is primarily intended to be used to address fluctuations in census and employee absences. Regular full-time and part-time nurses will be given priority over casual and/or per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualification are not overriding factors as determined by the Employer on the basis of relevant criteria. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period. Generally low census is house wide, meaning there is only one 48 hour cap. Except that there shall be no such limit for nurses in a unit that has been mutually agreed by WSNA and SVH to be identified as a "closed" unit. Low Census hours will be tracked by the Employer but nurses who believe they have reached their cap and do not want to be low censused must notify the individual advising them of the low census assignment at the time the need for low census is being identified. The nurse may request of their manager or nursing office staff to determine accumulated low census hours and the nurse's place in rotation in relation to other core staff on his/her unit.

12.2.1 Orientation in Lieu of Low Census. Although nurses may be assigned to orient to a new area in lieu of low census, such an assignment will not be made without the nurse's consent to any of the following departments: FBC, KD, ED, Oncology Clinic, or Hospice. The nurse's consent to an orientation assignment will also be required if such assignment is sought to be made outside the nurse's clinical group consisting of: 1) Medical//Pediatric (MPC), Ortho/Surgical (OSC), Progressive Care/ Critical Care (PCU/PCCU) and SOU, or 2) Peri-Operative Services (OR, PACU, Day Surgery, Endoscopy). This provision does not apply to Float Pool nurses who are hired specifically to be oriented to multiple areas within the hospital.

12.3 Election of Layoff. Upon a majority request of the bargaining unit members of the Conference Committee, a secret ballot election will be conducted to determine whether a majority of the nurses eligible to vote believe that a layoff should occur instead of continuing low census days. The timing and procedures for conducting such an election, as well as voter eligibility, shall be determined by the Conference Committee. At least sixty percent (60%) of those eligible to vote must vote to validate the election, and a majority of those eligible to vote shall be determinative. A vote in favor of a layoff shall be honored by the Employer. The Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate, subject to Section 12.4.

12.4 Layoff Determinations. The parties recognize that, to the extent feasible, reductions in work force should be accomplished through attrition. If the Employer wishes to implement a layoff of Registered Nurses, the Employer shall first meet with the Association to explain the rationale for the proposed layoff as well as to collaboratively explore concerns which may be raised and possible solutions.

12.5 Layoff. It is recognized that nurses are assigned to a specific unit or units within SVH to work on a designated shift or shifts for a specified number of hours (FTE) per week or pay period. Accordingly, a nurse may not be subjected to a mandatory change in shift, FTE or unit outside the nurse's Clinical Group for an indefinite period of time without the following procedures being followed.

12.5.1 Definitions. As used in this Section, the following terms shall have the following meanings:

**"Layoff"** shall mean any mandatory full or partial reduction in a nurse's hours or a mandatory change in shift or unit outside the nurse's Clinical Group (not to include routine floating assignments) for an indefinite period of time.

**"Qualified"** means the ability to independently provide, based on the job description, safe, direct patient care on the unit with up to four (4) weeks of retraining. There will be a presumption that nurses will not be able to work independently in a Clinical Group One unit with four week's retraining, unless the nurse has been regularly scheduled within that specialty area (not necessarily at SVH) within the last year or has

routinely floated into that unit and functioned in a primary role. For nurses not currently assigned to a Clinical Group Two unit, it will be presumed that nurses will not be able to work independently in a Clinical Group Two unit with four week's retraining, unless the nurse has been regularly scheduled within that specialty area (not necessarily at SVH) within the last year or has routinely floated into that unit and functioned in a primary role. However, nurses who are currently assigned within Clinical Group Two can presumptively bump into other Clinical Group Two units or into Clinical Group Three units with four weeks retraining. Finally, it shall be presumed that with four weeks of retraining, nurses assigned to any Clinical Group will be qualified to work in a Clinical Group Three unit with four (4) weeks retraining.

**"Clinical Groups"** are as follows:

- Group One -** OR, Family Birth Center, Hospice, Emergency Department, and Kidney Dialysis;
- Group Two -** PCU/PCCU, SOU, PACU, Endoscopy, Cardiac Cath. Lab, Oncology Clinic;
- Group Three -** IV Therapy, OSC, MPC, Care Center, Wound Healing Institute and Day Surgery, Float Pool.

**"Displaced Nurse"** is a nurse whose position has been eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

**"Low Seniority Roster"** The "Low Seniority Roster" shall be a listing of the positions of the least senior full-time and part-time employees in the bargaining unit. The Low Seniority Roster shall identify positions, including split positions, by unit, shift and FTE. The size of the Low Seniority Roster will be the eight (8) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with Section 11.6.1 of this Article), plus an additional number of positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion after intra unit bumps have been made (see, Section 11.6.5(A) herein). If the Low Seniority Roster contains positions from Clinical Groups One or Two for which the Hospital deems the Displaced Nurses would not be qualified to bump, additional positions shall be added (moving up the seniority roster) until the number of available positions conforms to the above formula. (Example: If the positions of three RNs are identified for layoff, the Low Seniority Roster would consist of the eleven (11) least senior nurse positions in the bargaining unit. However, if two of these eleven (11) least senior positions were Clinical Group One or Two positions for which the Hospital deemed the Displaced Nurses were not qualified, two more positions would be added for which the nurses would be qualified so that there would be eleven (11) positions available). The combined FTEs of the positions on the Low Seniority Roster must equal

at least the combined FTEs of the positions identified for layoff. The Low Seniority Roster shall not include more than 50% of the positions regularly scheduled for the average census on any unit ("core staff").

12.6 Layoff Procedure. In the event of a layoff, the following procedures shall be followed:

12.6.1 Vacant Positions Posted. Prior to implementing a layoff, the Hospital shall post any vacant positions to be filled according to the job posting provisions of this Agreement.

12.6.2 Notice/Meeting. The Hospital will give at least thirty (30) calendar days' advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Hospital shall continue to meet until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

12.6.3 Seniority Roster. Contemporaneous with providing the above Notice of Layoff, the Hospital shall provide the Association with a current Roster of each of the nurses in the Bargaining Unit listing each nurse's seniority, unit(s), shift(s) and FTE. The roster shall list nurses by inverse order of seniority so that the least senior positions are readily identifiable.

12.6.4 Identification of Affected Positions. Within the time frames set forth herein, the Hospital shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on a unit and shift identified for a reduction shall be eliminated until the requisite FTE reduction has been accomplished. Nurses holding the positions eliminated shall be considered "Displaced" and shall have the following bumping rights.

12.6.5 Bumping Rights. It is the intent of this process to allow Displaced Nurses, by seniority, to maintain, but not increase, their FTE, except as provided herein. Accordingly, Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:

A) Within a Unit. A Displaced Nurse, wishing to remain on his/her unit may look to the position(s) of the least senior nurse(s) on the Displaced Nurse's unit on either of the other shifts, as follows:

1) Same FTE. If the least senior nurse's position on either of the other shifts has an equal FTE to that of the Displaced Nurse, the Displaced Nurse may bump into that position; or

2) Lesser FTE. If the least senior nurse's position on either of the other shifts has fewer hours than that previously held by the Displaced Nurse, the Displaced Nurse may also bump into the portion of the next least senior nurse, necessary so that the Displaced Nurse retains a position with an equivalent FTE. The Displaced Nurse may also elect to bump into the position of the least senior nurse on another shift with a lesser FTE and either accept the remaining FTE reduction or look to the Low Seniority Roster to select additional hours in order to maintain up to the nurse's pre-layoff FTE; or

3) Greater FTE. If the least senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to bump into only that portion of the least senior nurse's position required to allow the Displaced Nurse to retain a Comparable Position; or the Displaced Nurse may elect to bump to a different unit within the Hospital as follows:

B) House-wide. A Displaced Nurse may choose to bump outside his/her unit from the Low Seniority Roster. The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster. The nurse may select any less senior position or reasonable combination of positions from the Low Seniority Roster for which the nurse is qualified in order to allow the nurse to retain up to the nurse's pre-layoff FTE. Nurses bumped from the Low Seniority Roster shall be considered Displaced and shall be given the opportunity to select other less-senior positions from the Low Seniority Roster, if any, according to their seniority. By seniority, nurses will be allowed to select positions or reasonable combinations of positions from the Low Seniority Roster until no less senior positions remain for which Displaced Nurses are qualified.

**NOTE:** if positions on the same unit and shift appear on the Low Seniority Roster, the least senior position shall be bumped prior to affecting the position of the more senior nurse.

C) Split Positions. Unless mutually agreed otherwise, if by bumping into only the nurse's pre-layoff FTE portion of another nurse's position, the nurse would leave a position with less than a .3 FTE, the nurse may be required to bump into the entire position unless it would increase the nurse's FTE above a 1.0 FTE.

D) Combined Positions. In the event a Displaced Nurse bumps into the positions or portions of positions of more than a single nurse, the nurse shall be deemed to hold a single position/FTE following the bumping; provided, however,

a nurse electing to combine positions by bumping may be required to fill all requirements of each position, including standby and weekend coverage (without receiving the 1½x premium provided by Article 7.9). Upon request of the nurse, the Conference Committee shall review the applicable schedules to determine whether an every other weekend schedule can be developed.

12.7 Nurses May Choose Layoff. Any nurse may choose to be laid off and accept a severance package offered by the Employer rather than exercise his/her seniority rights to bump into the position of a less senior nurse without affecting the nurse's recall or other rights.

12.8 Use of Laid Off Nurses. Nurses on layoff may transfer to Per Diem status while waiting to obtain a regular position, without affecting the nurse's right to bid on a position under the Recall provisions herein. Such nurses who have notified the Hospital of a desire to pick up extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to other Per Diem nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall. Nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to work.

12.9 Use of Paid Leave. Nurses shall receive payment for all accrued paid leave at the time of layoff, unless the nurse requests, in writing, deferral of such payment in which case, a nurse on layoff status shall be paid accrued paid leave up to two (2) times during the twelve (12) month recall period. In any event, any remaining accrued leave shall be paid to a nurse at the end of the twelve (12) month recall period.

12.10 No New Hires. As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the Bargaining Unit until all qualified nurses holding recall rights have been offered the position.

12.11 Recall. In the event of a layoff, the names of laid-off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff. Recall to a temporary position shall not affect a nurse's recall rights. If a nurse is unable to obtain a regular position (full-time or part-time) within the 12 month recall period, the nurse's seniority shall be lost.

12.11.1 Notice of Recall. Nurses on the recall roster shall not immediately be offered vacant positions within the bargaining unit. Rather, when an opening in a bargaining unit position occurs, it shall be posted in accordance with the Job Posting requirements of this Agreement. Nurses on recall status shall be given notice and an opportunity to bid, by seniority, on the posted positions along with other nurses.

12.11.2 Two-Weeks' Report Time. A nurse accepting a position who has been on the recall roster will be allowed up to two (2) weeks to report to work.

12.11.3 Restoration of Seniority and Benefits. Upon returning to work from the recall roster, a nurse shall have all previously accrued benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

12.12 Disputes Regarding Qualifications. A nurse who is not allowed to bump into a position or who is passed over for a position for which the nurse is the most senior on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Appeals Board.

The Appeals Board shall consist of three (3) Directors, not in the affected unit(s), and three (3) officers of the bargaining unit. The Board shall meet with an impartial third party present. This third party will be sought to be someone who has experience as a registered nurse and is not involved in direct management of any of the units in question. If the parties cannot mutually agree upon a third party, each shall place three names in a "hat" and draw the name of the third party.

All seven (7) members involved will vote. No abstentions. The decision of the Appeals Board shall be binding on the nurses involved, without recourse to the grievance procedure.

If a nurse is unsuccessful in his/her appeal, the nurse may bump into the position or reasonable combination of positions or the least senior nurse(s) in the Hospital for which the nurse is qualified so that the nurse retains his/her pre-layoff FTE.

Laid off nurses may utilize the Appeals Board if they are not deemed qualified to be recalled into an open position.

12.13 Loss of Seniority. Seniority shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

## **ARTICLE 13 - LEAVES OF ABSENCE**

13.1 Requests for Leaves. All leaves of absence without pay 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 granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days.

13.2 Parenting Leave. After completion of the probationary period, leave without pay shall be granted upon request of a nurse for a period of up to six (6) months for purposes of maternity, paternity, or legal adoption without loss of benefits accrued to the date such leave commences. After one (1) year of continuous employment, a nurse who has been granted a

family/parenting leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse's absence from work does not exceed twelve (12) weeks. Thereafter, for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified on the nurse's pre-leave shift, or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. During the leave, the nurse may use sick leave during the period of disability and annual leave thereafter to the extent accrued.

13.2.1 Family and Medical Leave. As required by federal law, upon completion of one (1) year of employment, any employee who has actually worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member (parent or child) with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. Nurses shall be eligible to take leave under this section for the serious health condition of the domestic partner of the nurse under the same terms and conditions as apply by law to other immediate family members.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law and/or this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

Under certain conditions, Family or Medical Leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days, advance notice to the Employer of the request for leave when the leave is foreseeable.

13.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted with pay and without loss of benefits up to a maximum of fifteen (15) days per calendar year, and shall not be considered part of the earned annual vacation time.

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

13.5 Education Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings (excluding Employer-mandated education/training times) approved by the Employer,

such as workshops, seminars, and educational programs; provided the number of nurses wishing to attend does not jeopardize the hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted exclusively for purposes relating to labor relations or collective bargaining activities. Upon request, nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their certification. Nurses are encouraged to attempt to find their own replacements to attend approved educational offerings. However, approval for requests made in a timely fashion should not be contingent upon the nurses first finding their own replacements.

13.5.1 Budgeting. In an effort to ensure that all nurses have access to education funds on a reasonably equitable basis, beginning with the budget process for the SVH fiscal year commencing January 1, 2003, the following process will be used to allocate registered nurse continuing education funds: After determining the amount of funds for workshops/conferences (excluding tuition reimbursement) that will be made available to registered nurses as a whole, SVH will allocate those funds equally to departmental (unit) budgets based upon the number of registered nurse FTEs in the department compared to the total number of registered nurse FTEs at SVH at the time this budget item is determined.

13.6 Health Leave. After completion of the probationary period, a leave of absence without pay for up to six (6) months without loss of accrued benefits shall be granted for health or disability reasons. After one (1) year of continuous employment, a nurse who has been granted a health leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse's absence from work for health reasons does not exceed twelve (12) weeks. Thereafter, for the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified on the nurse's pre-leave shift or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. During the health leave, the nurse may use sick leave during the period of disability and annual leave thereafter to the extent accrued.

13.7 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal straight time pay in accordance with the practice outlined and approved by the Conference Committee in December 2004.

13.8 Employee Convenience Days. All nurses covered by this Agreement shall be granted three (3) days off per year without pay ("employee convenience days") upon request, provided such leave does not jeopardize hospital service. Nurses employed in departments that close on holidays may use an employee convenience day, if available, or will be required to utilize available Annual Leave, unless the nurse otherwise meets his/her FTE for the pay period in which the holiday falls.

13.9 Bereavement Leave. Up to seven (7) calendar days shall be allowed for death in the immediate family of the nurse. Any days scheduled to be worked during the time taken off for bereavement will be paid at the regular rate of pay. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, stepparent, stepchild, stepbrother, stepsister, or the in-law equivalent of parent, brother or sister.

13.10 Paid Leave. A leave of absence with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer, and reinstatement to the same scheduled number of hours, shift and unit shall be guaranteed.

13.11 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening on the nurse's pre-leave shift for which the nurse is qualified except as otherwise provided herein or the nurse may use his/her seniority to bid on posted positions according to the job posting provisions of this Agreement. Certain leaves provide for a period of up to twelve (12) weeks during which the nurse shall be entitled to return to his/her pre-leave position.

13.12 Worker's Compensation. Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status. A nurse receiving industrial insurance benefits for more than twelve (12) weeks shall, for a period of twenty-four (24) months from the date the nurse's leave commenced, or the date upon which the nurse exhausts all accrued paid leave benefits, whichever occurs later, have first choice on the first available similar opening on the same shift for which the nurse is qualified or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. After 12 weeks, leave associated with a worker's compensation illness/injury shall not be counted as "Paid Leave" under Section 13.10 for purposes of guaranteed reinstatement.

13.12.1 Reinstatement of Seniority/Benefits. A nurse receiving industrial insurance benefits may have his/her employment terminated if he/she is unable to return to work within 24 months from the date leave commenced or exhaustion of accrued paid leave benefits, whichever occurs later. However, if such nurse is subsequently re-employed by SVH, he/she shall have his/her seniority bridged and all other benefit accrual levels reinstated, subject to plan eligibility requirements.

## **ARTICLE 14 - EMPLOYMENT PRACTICES**

14.1 Personnel Files. A single official personnel file shall be maintained for each nurse. Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and formerly employed nurses shall have access to their personnel files. No documents

other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. If a nurse believes that any material placed in his/her personnel file is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Nurses may request, in writing, that their personnel file be reviewed and that records of disciplinary action be removed. Records which are agreed to be removed shall not be considered relevant for future progressive discipline

14.2 Job Posting. Notices of nurse positions to be filled shall be posted on a previously designated bulletin board at least seven (7) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. If the requirements of a posted position are changed during the posting, the position shall be re-posted. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of seniority; providing the skill, ability, experience, competence or qualifications of applicants as defined in the job posting and replacements are not overriding factors. When a position is filled, all nurses who were not selected shall be so notified by the employer in writing. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse, provided the nurse's seniority or, where applicable skills and ability, would give the nurse priority for a posted day or evening shift position. Nurses wishing to check on open positions may call the SVH Jobline at (360) 416-8345 or may check posted positions by reviewing the "career opportunities" link on SVH' web site at [www.skagitvalleyhospital.org](http://www.skagitvalleyhospital.org).

14.2.1 Panel Interviews. The Hospital and WSNA value the ability for nurses to actively participate in the hiring process on an advisory interview panel. To this end, managers may elect, or an applicant may request, to utilize "panel interviews" when skill and ability in a specialty area or qualities such as teaching ability or collaboration skills are deemed particularly important (for example for Charge Nurse, Specialty Educator or other positions). Panel interviews shall be subject to the following:

- Where practical given the size of the unit, the panel must include at least three staff nurses from the department who hold a .5 or greater FTE;
- Interview panels will be made up of nurses who are randomly selected to be invited to participate in the interview process by Human Resources;
- The panel must interview all applicants and ask the same basic questions of each;
- Panel interviewers shall rank the applicants from most qualified to least, giving due consideration to seniority. The Manager shall take into consideration the advisory panel's ranking when determining who is the most qualified for the position;

- A WSNA representative, not in the affected unit, shall attend the panel interviews as an observer to promote consistency in the interview process.

14.2.2 Training Positions. The Hospital may offer and post training positions in the following specialty areas: Kidney Dialysis, CCU, OR, ED or FBC. Such training positions are anticipated to provide opportunities for nurses to expand their scope of practice and to receive detailed training in specialty areas. In return, the Hospital gains competent nurses with desirable skills.

In order to enable nurses to gain a better understanding of the position for which they may be trained, the Hospital may offer applicants for a training position the opportunity to "shadow" nurses in the specialty area for one full shift during the week following closing of the job posting.

Because such training programs require a significant financial investment by the Hospital, notwithstanding any other contrary provision of this Agreement, a nurse who has been offered the opportunity to "shadow" and who accepts a training position may be required by the Hospital to sign an agreement waiving the nurse's right to bid on other positions outside the specialty area for a period of three (3) months for each month the nurse spends in training (6 months training = 18 months waiver). Such waiver agreement shall be effective after 30 calendar days from the date the nurse begins the training assignment and applies only to the nurse's ability to bid on positions that would prohibit the nurse from meeting the obligations of the nurse's specialty unit position. For example a nurse awarded a .6 FTE training position in the OR could bid on a .4 FTE position in another department. A nurse may be released from the requirements of the waiver with the agreement of the manager of the specialty unit to which the nurse is being trained.

14.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at Nurse Practice/Patient Care Committee meetings.

14.4 Employee Facilities. The Employer shall provide restrooms and adequate facilities for meal breaks and lockers shall be made available if they are currently being provided.

14.5 Travel. When a nurse covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off hospital premises, the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing whenever possible.

14.6 Personnel Action Forms. Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination,

change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one copy of the form.

14.7 Orientation. Nurses will be required to work only in those areas within the Hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented.

14.8 Payroll Records. Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, sick leave accrued, and annual leave accrued. Except where the Hospital's automated time and attendance system has not been implemented in a given department/unit, a nurses' time worked will be recorded electronically based upon the times nurses 'clock in' and 'clock out'.

14.9 Performance Evaluations. A written performance evaluation shall be conducted for all nurses annually . Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation. Probationary nurses may be given a preliminary evaluation halfway through their probationary period. Competency testing will be required of newly hired nurses and nurses transferring into new departments. During a nurse's probation, he/she will be provided feedback and written documentation of progress towards achieving the competency objectives of his/her orientation.

14.10 Mileage. When a nurse covered by this Agreement is required by the Employer to use the nurse's personal vehicle to perform patient care services or to drive between hospital facilities, the nurse shall be considered in the employ of the Employer, all provisions of this Agreement shall apply, and the nurse shall be reimbursed for mileage at the rate established by the Internal Revenue Service.

## **ARTICLE 15 - HEALTH AND INSURANCE BENEFITS**

15.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer's group medical and dental insurance program. The Employer shall pay 100% of the premium cost of the least costly medical plan offered in Skagit County through the PEBB and of the least costly dental insurance plan offered by the Employer ("standard maximum allowance") for each eligible nurse regularly scheduled to work 24 hours per week or more (.6 FTE status or more). As for other eligible part-time nurses, the Employer shall pay one-half (½) the standard maximum allowance and the nurse shall pay the balance through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs outlined above. Each eligible registered nurse may also select a more costly plan as available or coverage for dependents, at an additional cost to the registered nurse to be paid through payroll deduction.

The Employer shall pay medical and dental premiums for the dependents of those registered nurses for whom medical coverage has been purchased by the registered nurse pursuant to this section. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. The parties acknowledge that the Employer currently participates in the Public Employee Benefits Board (PEBB) plans administered by the Health Care Authority and, as such, the Employer cannot control plan designs or scope of benefits. The Employer shall not be required to continue to provide benefits that are no longer included in the provider's revised options. If the Employer chooses to select or provide an alternative plan(s) with a different provider, it may do so without bargaining with the Association so long as the current benefit level under the least costly plan as described above does not decrease. Otherwise, the Employer must bargain with the Association prior to the implementation of the change. Prior to changing any insurance plans, the Employer shall provide the Association with a copy of both the proposed plan and the existing plan to enable the Association to determine whether the benefits have been decreased. Changes in plan design imposed by the Health Care Authority to the plans offered by the Public Employee's Benefits Board (PEBB) shall not trigger a duty to bargain unless the benefit-structure of the least costly plan is substantially reduced, e.g. change from HMO to Catastrophic coverage.

15.2 TB Tests. At the time of employment and annually thereafter or as otherwise required by applicable regulations, the Employer shall arrange for nurses to take a TB skin test at no cost to the nurse. The Employer shall be responsible for notifying the nurse in the month of the nurse's birthday of the need for an updated TB skin test; it shall be the nurse's responsibility to follow up with appropriate Hospital personnel to ensure compliance with TB testing requirements. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, if required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's hospital unless they can be performed elsewhere at no cost to the Employer.

15.3 Health Tests. Nurses shall be entitled to routine blood examinations and urinalysis performed annually at the Employer's hospital without cost.

15.4 Life Insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) or provides an alternative plan(s), it may do so without bargaining with the Association so long as the current benefit level does not decrease. Otherwise, the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse.

15.5 LTD Insurance. Beginning following the next benefits open enrollment, the Employer shall pay 100% of the premium for the basic Long Term Disability coverage for each nurse regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE). Subject to plan eligibility requirements, eligible nurses may elect to purchase greater LTD coverage at the nurse's expense.

## **ARTICLE 16 - RETIREMENT PLAN**

16.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement plan. In the event the Employer modifies its current plan or provides an alternative plan(s) that would reduce the formula by which pension contributions are calculated, the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse.

## **ARTICLE 17 - COMMUNICATIONS**

17.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with communication and other mutual issues. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least quarterly and shall consist of at least three (3) representatives of management and at least three (3) representatives of the nurses covered by this Agreement. In addition to the nurses, an Association representative may attend and participate in Conference Committee meetings if mutually agreeable. Time spent in Conference Committee shall be paid time for Committee members.

17.2 Nurse Practice/Patient Care Committee. A Nurse Practice/Patient Care Committee shall be instituted and maintained in the Employer's hospital and meet at least once quarterly. This Committee shall include, in addition to members appointed by the Employer, at least three (3) registered nurses selected by the nurses covered by this Agreement. At least fifty percent (50%) of the Committee members shall consist of registered nurses selected by nurses covered by this Agreement. The purpose of this Committee is to discuss and improve nursing practices in the hospital. The Committee shall develop specific objectives and operating procedures subject to review by hospital administration. This Committee shall be advisory. Time spent in the Nurse Practice/Patient Care Committee shall be paid time.

17.3 Nurse Involvement. Staff Nurses and the Association shall have direct access to the Hospital Administrative team, including the CEO and the Hospital Board of Directors, to address any and all professional concerns.

## **ARTICLE 18 - NO STRIKE - NO LOCKOUT**

18.1 No Strike - No Lockout. The parties to this Agreement realize that the hospital and other health care institutions provide special and essential services to the community, and for this

and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.1 Definition. A grievance is a mechanism of addressing an alleged breach of the terms and conditions of this Agreement. Grievances shall be submitted to the following procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance.

19.2 Step 1 - Nurse and Program Manager: It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse (or, at the nurse's option, a local unit officer) shall reduce the grievance to writing and shall deliver the grievance to the nurse's Program Manager within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. As soon as possible thereafter, the nurse (and, at the nurse's option, a local unit officer) shall discuss the grievance with the nurse's Program Manager. The Program Manager shall respond in writing within ten (10) calendar days.

19.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive: If the matter cannot be resolved informally and it is the nurse's desire to proceed further, the nurse (or a local unit officer) shall submit the grievance to the Chief Nurse Executive or designee within ten (10) calendar days from the date the Step 1 response is received. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. A conference between the nurse (and the Local Unit Chairperson or designee, if requested by the nurse) and the Chief Nurse Executive or designee shall be held. The Chief Nurse Executive or designee shall endeavor to resolve the grievance and will respond in writing within ten (10) calendar days following the close of the above-described conference.

19.4 Step 3 - Administrator and Association Representative: Within ten (10) calendar days of receipt of the Step 2 response, if the nurse is not satisfied with the reply in Step 2, the nurse (or a local unit officer) may present the written grievance to the Hospital Administrator or designee. The nurse, local unit officer and the Association representative shall meet with the Hospital Administrator or designee within fourteen (14) calendar days for the purpose of resolving the grievance. The Association may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty (20) calendar days from the date the nurses were or should have been aware a grievance existed. The

Hospital Administrator or designee shall respond in writing within ten (10) calendar days after the Step 3 meeting.

19.5 Step 4 - Arbitration: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within ten (10) calendar days following receipt of the Hospital Administrator's or designee's response. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses, including any costs or attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.6 Provision of Information. Except as otherwise provided herein, neither the Employer nor the Association shall be required during the term of this Agreement to provide the other party with any data, documents, information or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance or the bargaining process.

## **ARTICLE 20 - STAFFING**

20.1 Staffing. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for the RN Conference Committee's consideration. In the event the Employer proposes to change the care model on a nursing unit, it shall bring the proposed changes to the RN Conference Committee prior to implementation so that the parties have the opportunity to collaboratively explore the model and recommend changes as appropriate. A nurse questioning

the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. When appropriate, the nurse should use appropriate forms to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. Standards established by the Joint Commission on Accreditation of Hospitals shall be considered relevant criteria for determining appropriate staffing levels.

20.2 Staff Development. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the Conference Committee. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Hospitals. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A regular and on-going staff development program shall be maintained and made available to nurses covered by this Agreement. The existence, content, and attendance requirements of the program shall be discussed and considered by the Conference Committee provided for herein.

## **ARTICLE 21 - GENERAL PROVISIONS**

21.1 Savings Clause. 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 life of the Agreement.

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

21.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

21.4 Changes to be in Writing. Any modifications or changes to this Agreement during the life of this Agreement shall be in writing signed by the parties.

## **ARTICLE 22 - MANAGEMENT RIGHTS & RESPONSIBILITIES**

22.1 Management Rights. The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital.

## **ARTICLE 23 - TERM OF AGREEMENT**

23.1 Duration and Renewal. This Agreement shall become effective at 12:01 a.m. on the first day of the first pay period beginning on or after the date of ratification and shall continue in full force and effect through and including 11:59 p.m. May 31, 2011, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to May 31 of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by RCW 41.56.123(1).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below.

**WASHINGTON STATE NURSES  
ASSOCIATION**

By: *Judith P. Weininger*  
Its: Local Unit Chairperson  
Date: \_\_\_\_\_

By: *John Swartz*  
Its: Local Unit Officer  
Date: 6-20-08

By: *Linda S. Warnaw*  
Its: Local Unit Officer  
Date: 6-20-08

By: *Sam Hyland*  
Its: Local Unit Officer  
Date: 6-20-08

By: *Maisha Leigh*  
Its: Negotiation Team Member  
Date: \_\_\_\_\_

By: *Judith*  
Its: Negotiation Team Member  
Date: 6-20-08

By: \_\_\_\_\_  
Its: Negotiation Team Member  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Negotiation Team Member  
Date: \_\_\_\_\_

By: *Michael J. Sand*  
Its: WSNA Labor Counsel  
Date: 6/17/08

By: *Kate Boyle-Rath*  
Its: WSNA Nurse Representative  
Date: 6/20/08

**SKAGIT VALLEY HOSPITAL**

By: *[Signature]*  
Its: Chief Executive Officer  
Date: 6/26/08

By: *[Signature]*  
Its: Chief Nursing Officer  
Date: 6/20/08

By: *[Signature]*  
Its: Chief Financial Officer  
Date: 6-27-08

**APPENDIX A**

**AUTHORIZATION TO MAKE PAYROLL  
DEDUCTION FOR ASSOCIATION DUES**

I hereby authorize my employer to deduct my Washington State Nurses Association dues from my salary each year in 12, 24, or 26 equal deductions beginning with the next pay period. This money is in payment of annual dues to my professional association and is to be remitted to the Washington State Nurses Association. This card is to be retained by the above-named employer and will remain in force until withdrawn by me in writing.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Employee

## APPENDIX B

### SKAGIT VALLEY HOSPITAL REGISTERED NURSES MINIMUM HOURLY WAGE RATES

Beginning the first full pay period beginning on or after the date indicated, the bargaining unit wage scale shall be as follows:

Increase from prior year:	3.5%	3.5%	4%
Effective 1st Full PP on or after:	6/1/08	6/1/09	6/1/10
Base/Starting Rate	24.35	25.21	26.21
After 1 year of Service	25.41	26.30	27.35
After 2 years of Service	26.48	27.40	28.50
After 3 years of Service	27.54	28.51	29.65
After 4 years of Service	28.62	29.62	30.80
After 5 years of Service	29.66	30.70	31.93
After 6 years of Service	30.75	31.83	33.10
After 7 years of Service	31.82	32.93	34.25
After 8 years of Service	32.88	34.03	35.39
After 9 years of Service	33.95	35.14	36.54
After 10 years of Service	35.03	36.26	37.71
After 12 years of Service	36.07	37.33	38.83
After 14 years of Service	37.16	38.46	40.00
After 16 years of Service	38.23	39.57	41.15
After 18 years of Service	39.37	40.75	42.38
After 20 years of Service	40.56	41.98	43.66
After 22 years of Service	41.58	43.03	44.75
After 24 years of Service	41.58	44.10	45.87
After 25 years of Service	42.61	44.10	45.87
After 26 years of Service	42.61	45.43	47.25
After 27 years of Service	43.89	45.43	47.25
After 28 years of Service	43.89	45.43	48.43

In the second year of the contract, Step 25 will become the new step 24 (2.5% above Step 22) and step 27 shall become the new step 26 (3% above the new step 24)

In the third year of the contract, a new step 28 will be added at 2.5% above Step 26.

## APPENDIX C

### Parity Review Request Form

**Directions:** In order to receive credit for Registered Nursing Experience prior to your employment with Skagit Valley Hospital, you must complete all the information below and submit this form to the Human Resources department. Detailed information is important so that you will receive the appropriate amount of credit, based upon the length and relevance of your prior experience. If you changed FTE status with an employer, please make separate entries for months in which you were assigned an FTE of .8 or more and .8 or less.

\_\_\_\_\_  
Name

**I understand that SVH may verify that the following information is correct and I certify that the following is true and correct to the best of my knowledge:**

<b>Acute Care <u>Hospital</u> Employment:</b>					
<b>Employer</b>	<b>Address</b>	<b>Mo./Yr. Started</b>	<b>Mo./Yr. Ended</b>	<b>FTE status*</b>	<b>For HR Use Only</b>
1.	Phone:				
2.	Phone:				
3.	Phone:				
4.	Phone:				
5.	Phone:				
6.	Phone:				
7.	Phone:				

RN employment <i>other than</i> at Acute Care Hospital						
Employer	Address	Mo./Yr. Started	Mo./Yr. Ended	FTE status*	Check if You Believe Experience is Equivalent to Acute Care Hospital Exp.	For HR Use Only
1.	Phone:					
2.	Phone:					
3.	Phone:					
4.	Phone:					
5.	Phone:					
6.	Phone:					

\* Note: If you can provide documentation that you worked an average of 64 hours/pay period, even though you did not hold a .8 FTE, these months will be credited at 100%.

### Parity Worksheet - For HR Use Only

Break in Experience 60 Months or more: Yes \_\_\_ No \_\_\_

Pre-60 Month Break in Service Experience:			
	Total Months Experience	Credit Factor	Total Months Credit
Acute Care Hospital (.8 or more FTE)		x .5	
Acute Care Hospital (less than .8 FTE)		x .25	
No 60 Mo. Break in Service Experience:			
Acute Care Hospital (.8 or more FTE)		x 1.0	
Acute Care Hospital (less than .8 FTE)		x .5	
Non Acute Care Hospital (.8 or more FTE)		x .5	
Non Acute Care Hospital (.8 or more FTE)		x .25	
Total Months			_____
Total Months/12 = Years			_____
2005 Parity: _____			_____
2006 Parity: _____	Starting Step: _____	-	_____
2007 Parity: _____	Parity Steps	=	_____

**MEMORANDUM OF AGREEMENT**

**between**

**Washington State Nurses Association**

**and**

**SKAGIT VALLEY HOSPITAL**

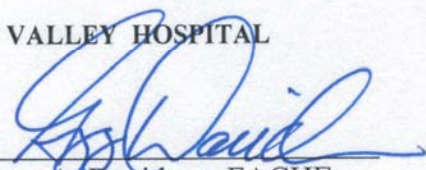
SVH's retirement plan is currently structured such that contributions to employee pensions are determined by the employee's earnings from the previous calendar year (updated in July of each year). The parties agree that, during the term of this Agreement, SVH may explore the possibility of transitioning to a "real time" contribution based upon a percentage of a nurse's current earnings during a pay period. It is understood that some employees may be negatively impacted if their earnings have decreased from the prior year. If SVH determines that such a transition is feasible, it may implement these changes after notice to the WSNA Conference Committee, without further negotiation, provided the only change to the plan is the time frame over which contributions are calculated and the formula by which contributions are determined is not otherwise changed in a manner that would reduce this benefit.

Similarly, SVH may elect to offer access to its Deferred Compensation plan benefits to per diem and other nurses who are not currently eligible to make contributions to such plan after notifying WSNA of its interest to extend such plan eligibility, without further negotiation.

Dated this 17<sup>th</sup> day of June, 2008.

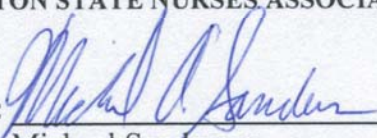
SKAGIT VALLEY HOSPITAL

By: \_\_\_\_\_

  
Gregg A. Davidson, FACHE  
Chief Executive Officer

WASHINGTON STATE NURSES ASSOCIATION

By: \_\_\_\_\_

  
Michael Sanderson  
WSNA Labor Counsel

**MEMORANDUM OF UNDERSTANDING**

**between**

**Washington State Nurses Association**

**and**

**Skagit Valley Hospital**

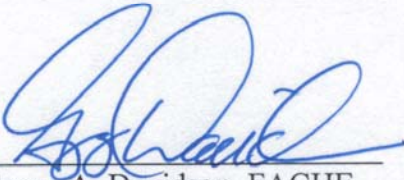
In the Kidney Dialysis Center, the Employer will make all reasonable efforts to schedule nurses so that they have at least two (2) Saturdays off during the four-week posted work schedule. Nurses in the Kidney Dialysis Center may be scheduled to work any 2 Saturdays on the four-week posted work schedule without requiring the payment of time and one-half for the second weekend as provided in section 7.9. However, if a nurse is required to work a third Saturday during the four-week posted work schedule, the time and one-half premium pay described in Section 7.9 shall apply to work on the third weekend.

Dated this 17<sup>th</sup> day of June 2008.

SKAGIT VALLEY HOSPITAL

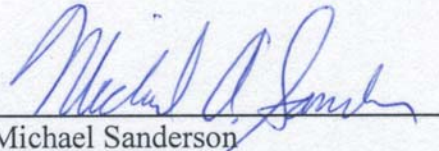
WASHINGTON STATE NURSES ASSOCIATION

By:



Gregg A. Davidson, FACHE  
Chief Executive Officer

By:



Michael Sanderson  
WSNA Labor Counsel