

Collective Bargaining Agreement

between

ST. LUKE'S REHABILITATION INSTITUTE

and

WASHINGTON STATE NURSES ASSOCIATION

Expires: October 31, 2011

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AGREEMENT

THIS AGREEMENT is entered into by and between Inland Northwest Health Services ("INHS"), d/b/a St. Luke's Rehabilitation Institute, hereinafter referred to as "Institute" and the Washington State Nurses Association, hereinafter referred to as "Association."

The intent of this agreement is to set forth a mutually agreed working relationship between St. Luke's Rehabilitation Institute and the Registered Nurses and Case Managers with respect to wages, hours of service, general conditions of employment and lines of communication. The common objective of the Institute and the bargaining unit employees is delivery of superior patient care, harmoniously obtained and consistently maintained.

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

Section 1. The Institute recognizes the Association as the collective bargaining representative of Case Managers and Registered Nurses employed as registered nurses in the Institute, and Social Workers employed in the Institute with respect to wages, hours, and working conditions. The bargaining unit includes any employees in the following positions: Per Diem Nurse, Nurse 1, 2, and 3, Infection Control Nurse, Case Manager, Social Worker, Patient Care Coordinator, Diabetic Educator and Cardiac Nurse (hereinafter collectively referred to as "employees"). Nurse Managers, Assistant Nurse Managers, temporary nurses, agency nurses, all other employees, guards and supervisors are excluded from the bargaining unit.

Section 2. This recognition is limited to Institute operations currently at 711 South Cowley, Spokane, Washington, and does not apply to employees working in any other present or future operations of the Institute.

Section 3. This recognition shall not be interpreted to limit non-bargaining unit employees from performing work also performed by employees in the bargaining unit.

Section 4. In recognition of the right of all employees to make their own individual choices as to membership in the WSNA, neither such membership nor payment of any dues or fees in lieu of membership shall be required as a condition of employment at the Institute.

Section 5. Within thirty (30) days after this Agreement becomes effective, and quarterly thereafter, the Association will be given a master list of bargaining unit employees currently employed by the Institute. The list will include: the employee's name, address and phone number as reflected in Institute records; department; classification; rate of pay; wage step placement; employee identification number; and date of hire.

Section 6. Association Dues. During the term of this Agreement, the Institute shall deduct Association dues from the pay of each member of the Association who voluntarily executes a wage assignment form. When filed with the Institute, the authorization form will be honored in accordance with its terms. Such authorization form shall be revocable by the employee upon 30 days' written notice to the Institute. Deductions shall be made monthly and remitted to the Association with a list of employees from whom the deductions were made. Deductions will be properly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Institute's responsibility shall cease with respect to such deduction. The Association and each employee authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Institute harmless from all claims, demands, suits or other forms of liability that shall arise against the Institute for or on account of any deduction made from wages of such employee.

ARTICLE 2 – EQUALITY OF OPPORTUNITY IN EMPLOYMENT

Section 1. The provisions of this Agreement shall be applied without regard to race, religion, color, creed, age, gender, national origin, marital status, sexual orientation, Association activities or membership and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Association will cooperate with the Institute's policy of nondiscrimination in all aspects of employment.

Section 2. The Institute shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All employees should report harassment perceived to violate the Institute's policy to management immediately. Retaliation against an employee for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

Section 3. All references to "employees," "nurses," or "case managers" in this Agreement shall be interpreted to designate both sexes, and whenever the female gender is used alone, it shall be interpreted to include male and female employees.

ARTICLE 3 – DEFINITIONS

Section 1. Regular Full-Time Employee. An employee who is not in a temporary or probationary status, and who is regularly scheduled to work at least eighty (80) hours in a 14-day pay period.

Section 2. Regular Part-Time Employee. An employee who is not in a temporary or probationary status, and who is regularly scheduled to work less than a full-time work schedule. A part-time employee with scheduled hours between 1 and 39 per 14-day pay period may make a one-time choice between receiving prorated sick, holiday pay, bereavement, sick leave conversion, and vacation benefits or receiving the per diem rate as defined below. This choice is made with the Human Resources Department at initial time of hire and is recorded on the employee's hiring personnel action form. Part-time employees who choose sick and vacation benefits shall be referred to as "benefited part-time employees."

Section 3. Per Diem Nurse. A nurse who has established an employment relationship with the Institute but who is assigned to work on an intermittent and/or unpredictable basis. Per diem nurses receive a per diem rate of pay in lieu of sick leave, vacation, holiday and bereavement leave. The per diem rate shall be based on the per diem nurse's regular rate of pay plus 16%. The per diem rate is added to base rate for overtime purposes. Per diem nurses shall not be eligible for any other benefits.

A Per Diem Nurse must work at least forty-eight (48) hours every three (3) months or ninety six (96) hours every six (6) months to retain status as a Per Diem Nurse. As part of the overall work required, at least four (4) weekend shifts in a three (3) month period or eight (8) weekend shifts in a six (6) month period shall be worked if requested by the Institute. The Per Diem Nurse must be available to work on one of the following holidays each year: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Years. Low-census days and/or low census/on-call days shall count as days worked for purposes of this section. In periods of prolonged low census, when the Institute is unable to schedule a Per Diem Nurse in days he/she is available to work, the forty eight (48) hours/three (3) month, or ninety six (96) hour/six (6) month, minimum may be waived by the Institute, in its discretion. The Institute may, in its discretion, negotiate different minimum requirements on a case-by-case basis, subject to the Association's approval.

Section 4. Temporary Employee. An employee who is employed for a specific period of time, not to exceed six months or 1000 hours. It is understood that temporary employees are excluded from the bargaining unit. Temporary employees shall not be eligible for either purchased or accrued benefits. If the temporary employee is hired as a regular employee, and satisfactorily completes the probationary period, the employee's date of hire and seniority date shall be that date on which the employee was hired as a regular employee .

Section 5. Agency Nurse. A nurse who is employed by a temporary agency and assigned to work at the Institute. It is understood that agency nurses are excluded from the bargaining unit. Agency nurses shall not be eligible for either purchased or accrued benefits through the Institute.

Section 6. Float Pool. The Institute may develop positions for staff RNs who will be utilized to provide coverage for vacation, sick call, leaves, or other needs that may arise. The float pool may include Regular Full-Time nurses, Regular Part-Time nurses, and/or Per Diem nurses. The Institute will determine the qualifications necessary to be included in the Float Pool, and will develop an appropriate training program. The Institute will manage Float Pool assignments in accordance with the patient care needs of the Institute. Notwithstanding the existence of a Float Pool, all nurses may be assigned to work on a unit other than their assigned unit, in accordance with the terms of this Agreement. Regular full-time and regular part-time nurses assigned to the Float Pool shall receive a premium of \$1.50 per hour. The Float Pool premium shall not be paid to Per Diem nurses or to nurses assigned to a regular unit who are required to float to another unit on a temporary basis. Within one year after the date of this Agreement, the Institute will implement a "pilot project" in which it posts positions to be included in a Float Pool for a period of six months. The Institute shall determine whether or not to continue the Float Pool following the initial six-month pilot project.

ARTICLE 4 – HOURS OF WORK AND PAY PRACTICES (Nurses)

Section 1. Workweek. The basic workweek starts with the day shift on Sunday and ends with the night shift on Saturday night.

Section 2. Pay Practices and Pay Period. The Institute will continue to operate under a pay period of 14 calendar days. Nurses will be paid according to the pay policies set forth in Appendix A.

Section 3. Workday. A standard workday is eight (8), ten (10), or twelve (12) hours of work within an eight-and-one-half (8 ½), ten-and-one-half (10 ½), or twelve-and-one-half (12 ½) hour period. The Institute may, in its discretion, establish different work schedules. The Institute will provide the Association and any affected nurses with at least two weeks' written notice prior to implementing different work schedules. If either the Association or the affected nurses wish to discuss the change in work schedule prior to implementation, the Institute will arrange to do so, and will consider the input of the Association and/or the affected nurses. The Institute, however, shall retain the right to change work schedules without the agreement of the Association or the affected nurses. Notwithstanding the foregoing, the Institute agrees that it will not change the work schedules of an entire unit from eight-hour days to ten- or twelve-hour days without first conducting a secret ballot vote of the affected nurses on the unit. The work schedule of the entire unit will be changed only upon a majority vote (50% plus 1) of the affected nurses on the unit who cast a ballot.

Section 4. Straight-Time. The first eight (8) hours of the workday and/or 80 hours of the pay period for nurses on eight-hour shifts. The first ten (10) hours of the workday

and/or forty (40) hours of the workweek for nurses on ten (10)-hour shifts. The first twelve (12) hours of the workday and/or forty (40) hours of the workweek for nurses on twelve (12)-hour shifts. A nurse's straight-time rate of pay shall be the nurse's base rate of pay excluding any shift differentials or premium pay.

Section 5. Base Rate. A nurse's hourly rate from Appendix A and applicable certification pay.

Section 6. Regular Rate. A nurse's regular rate of pay shall be the nurse's base rate as defined above plus any applicable shift differential.

Section 7. Overtime. Nurses on eight (8)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 8 in a work day and/or 80 in a pay period. Nurses on ten (10)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 10 in a work day and/or 40 in a workweek. Nurses on twelve (12)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 12 in a work day and/or forty (40) in a workweek. Only hours actually worked shall be counted as work time for purposes of calculating overtime. Overtime pay shall be calculated to the nearest fifteen (15) minutes. Employees shall not work overtime without approval from a Nurse Manager. In a patient care emergency, when a nurse cannot obtain advance authorization, the nurse will notify her Nurse Manager of the overtime work as soon as possible.

Section 8. Mandatory Overtime. The Institute shall have the right to require overtime in accordance with applicable law.

Section 9. No Pyramiding. Hours paid at an overtime or premium rate shall not be duplicated or pyramided; i.e., the overtime or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only one and one-half times the regular hourly rate.

Section 10. Rest and Meal Periods. A 15-minute rest period approximately in the middle of each four-hour work period will be provided, but may be altered as patient needs require. Intermittent rest periods of less than 15 minutes shall count toward the 15-minute rest period described above. A meal period of at least 30 minutes (unpaid and on own time) shall be scheduled no sooner than two hours and no later than five hours after the work shift begins for employees on eight (8)-hour shifts, and within the four-hour period in the middle of ten (10)- and twelve (12)-hour shifts. Nurses working less than five hours are not entitled to a meal break.

It is understood that, absent a bona fide emergency (i.e., a code), the meal period is to be uninterrupted. Nurses normally will not be required to remain on the unit during the meal period. Code nurses will hand off their pager to an alternate during their meal period, if an alternate is available. If the nurse performs any tasks related to patient care as directed by a supervisor during the meal period, it is considered interrupted and the nurse will be paid for the meal period. As workloads allow, other shift nurses and management will assist nurses in arranging appropriate coverage in order to receive a meal period. A nurse who believes she is entitled to pay for an interrupted meal period must report the incident to her manager and record the incident in the exception log by the end of the shift. Meal and break periods are not to be combined or used to leave early. Supervisors may establish time parameters and schedule meal and break periods for employees. Nurses may not work through or during a meal period without supervisory approval.

Section 11. Shift Differential. Nurses shall receive the following shift differentials: \$2.25 for work performed between the hours of 5 p.m. and 10 p.m., and \$3.25 for work performed between the hours of 10 p.m. and 6 a.m.

Section 12. Standby Pay. Nurses shall be paid the following rate of pay for all time spent on standby: \$3.50 (\$4.00 for recognized holidays).

Section 13. Weekend Differential. Nurses shall receive the following weekend differential for all work performed between the hours of 10 p.m. on Friday and 10 p.m. on Sunday: \$3.00. The weekend differential shall be in addition to the applicable shift differential.

Section 14. Certification Pay. Nurses shall receive the following hourly rate for the following certifications: CRRN: \$0.80; ACLS: \$0.50; PALS: \$0.50. Nurses are expected to notify the Institute, in writing, if they obtain or lose any of these certifications.

Section 15. Rest Between Shifts. The Institute shall make every effort to allow nurses at least 10 hours off between shifts. If a nurse is required to work with less than 10 hours off between shifts, she shall be paid time-and-a-half (1.5X) her base rate for work performed from the time she comes back in to work with less than 10 hours of rest until it has been 10 hours from the end of her prior shift. Thereafter, she shall be paid at straight time (1X) for the remainder of her shift.

Section 16. Work on Day Off. Nurses who are called in for work on their scheduled day off shall be guaranteed a minimum of four (4) hours pay. If they are called in with two (2) or more hours' notice they shall receive straight time (1 X) pay. If they are called in with fewer than two (2) hours notice they shall be paid at the rate of time-and-a-half (1.5 X) their base rate of pay for the hours worked.

Section 17. Exempt Employees. None of the foregoing shall apply to Case Managers, Patient Care Coordinators, Social Workers or the Infection Control Nurse, who are exempt employees.

ARTICLE 5 – HOURS OF WORK AND PAY PRACTICES (Case Managers, Patient Care Coordinators (PCCs), Infection Control Nurse, and Social Workers)

Section 1. Workweek. The basic workweek shall be Monday through Friday, provided however, that exempt employees may be required to work on other days as patient and Institute needs require.

Section 2. Pay Practices and Pay Period. The Institute will operate under a pay period of 14 calendar days. Exempt employees will be paid according to the pay policies set forth in Appendix A.

Section 3. Workday. The standard workday shall be a nine-hour period, with a one-hour lunch period, as established by the Manager, with input from the individual exempt employees. Each exempt employee may work a different schedule on a particular day, with the prior written approval of the Manager. As exempt employees, however, they are expected to be available for work at times other than the standard workday consistent with the requirements of their job. An exempt employee may work an alternative schedule with the prior written approval of her manager.

Section 4. Exempt Employees. Case Managers, PCCs, Social Workers and the Infection Control Nurse are exempt employees, and are not entitled to overtime compensation, holiday pay, shift differential, weekend differential, standby pay, certification pay, or any other premium pay.

ARTICLE 6 -- HOLIDAYS

Section 1. Holiday Pay. Recognized holidays shall be the following six holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Full-time employees who do not work on the recognized holiday shall receive straight time for eight (8) hours at the employee's base or hourly rate, regardless of the regular work shift normally worked. Benefited part-time employees not required to work on the above holidays will receive straight time pay at the employee's base or hourly rate for the number of hours normally worked, prorated according to budgeted hours, not to exceed eight (8) hours. A new employee must have worked at least one (1) day prior to a holiday in order to be eligible for holiday pay.

Full-time and benefited part-time employees required to work on any of the above holidays shall be paid at time-and-one-half for all work performed on the holiday. Such employees shall also be given the option of receiving an equal number of hours of holiday pay or another day off with pay within the pay period of the holiday, both of which shall not exceed eight (8) hours. Pay for such day off shall be calculated in the same manner as holiday pay as described in the preceding paragraph.

If a holiday falls during an employee's vacation, the employee will receive holiday pay in lieu of vacation pay for that day.

Section 2. Holiday Scheduling. Volunteers shall be sought to work on all holidays. For Thanksgiving, Christmas and New Years Day, the Institute will seek volunteers during the month of August for all three holidays. New Year's Eve and Christmas Eve shall also be scheduled at the same time, and in accordance with these procedures, even though they are not recognized, paid holidays. On or before August 15, the managers shall ask nurses to rank these five "holidays," starting with the most important to have off. The managers shall then make holiday work schedules based on employees' preferences. If additional coverage is necessary, nurses shall be assigned to work on these five "holidays" on a rotating basis beginning with the employee who has had the longest period of time since working on one of these five "holidays." New employees shall be placed at the top of the rotation. The schedule for these five winter "holidays" will be posted by September 30. For the three summer holidays (Memorial Day, Independence Day, Labor Day), the Institute shall follow a similar procedure for each one, seeking volunteers 60 days before each holiday, and posting the holiday schedule no later than six weeks before the respective holiday. For additional coverage beyond volunteers for the summer holidays, the rotation will begin with the employee who has had the longest period of time since working the particular holiday at issue. Employees may trade holiday coverage assignments with prior written approval from their manager, provided that no overtime may be created by such trades. Such approval will not be arbitrarily withheld. For purposes of the rotation, only the employee who actually worked the holiday will be credited.

Section 3. Employees on Time-Loss. If an employee is receiving time loss compensation due to an on-the-job injury, vacation, sick leave and holiday pay is not provided.

ARTICLE 7 – EMPLOYMENT STATUS

Section 1. Probationary Period. The probationary period for a newly hired employee shall be 90 calendar days from the first day of orientation. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended up to 90 additional calendar days at the Institute's discretion by written notice to the employee sent before the expiration of the initial 90 calendar day period. If an employee's probationary period is extended, the employee and her supervisor shall develop a work plan before the end of the initial probationary period to help the employee meet any deficiencies. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason, and such discharge shall not be subject to the grievance and arbitration procedure. Probationary employees have no right to file a grievance under Article 14, except for a pay claim. Upon successful completion of the probationary period, an employee's seniority date will be retroactive to the employee's date of hire.

Section 2. Notice of Resignation by the Employee. Employees shall give the Institute not less than 14 calendar days prior written notice of intended resignation. The employee must be available to work all of her regularly-scheduled shifts during the notice period. Employees who fail to give such notice are not eligible to receive payment for any accrued but unused vacation and personal leave, except by mutual agreement, in writing, with the Employer.

Section 3. Notice of Termination by the Institute. The Institute shall give non-probationary employees 14 calendar days prior written notice of the termination of their employment. When terminating a non-probationary employee, the Institute will provide either the described notice or pay in lieu of notice for hours scheduled in the notice period. No such advance notice, or pay in lieu thereof, shall be required for employees who are discharged for cause. Such discharges for cause shall be in accordance with Article 13 of this Agreement. Employees who are discharged for cause will be paid accrued vacation as of the date of termination.

ARTICLE 8 – SENIORITY, JOB POSTING, LOW CENSUS, AND LAYOFF

Section 1. Seniority Defined. Seniority shall be based on the most recent date of hire as a regular full-time or regular part-time employee in any job classification covered by this agreement. Employees working as a per diem employee shall not accrue seniority.

Section 2. Seniority Credit. Employees shall receive seniority and benefit accrual credit upon initial hire for seniority accrued at PSEW and EHS hospitals, provided there is a break-in-service of 90 days or less.

Section 3. Loss of Seniority. Seniority shall be terminated if an employee is laid off for more than 12 consecutive calendar months, quits, retires or is discharged.

Section 4. Promotions or Transfers Out of the Unit. Seniority will not be lost when an employee is promoted to a supervisory or management position or transferred to a position not covered by this Agreement, provided that seniority shall not continue to accrue during the period of absence from the bargaining unit covered by this Agreement. An individual in a non-unit position may use seniority to bid on a vacant bargaining unit position. If the employee later returns to a position covered by this Agreement, previous seniority shall be unfrozen and continue to accrue.

Section 5. Posting of Vacancies. The Institute will determine and post job openings which may include vacated or newly-created positions or temporary vacancies

expected to last more than 30 calendar days, for a period of at least seven calendar days prior to filling the vacant position. The notice may be posted both internally and externally at the same time. All job postings will be posted on the St. Luke's website. The notice will specify the department, shift, number of projected hours per pay period, and qualifications for the open position. The Institute will consider all qualified applicants, both internal and external, for available job openings. To be considered, an applicant must submit an online application during the applicable posting period. Qualifications to perform the duties of the position shall be the primary consideration in the selection process. If two or more qualified applicants apply for a vacant position and are considered to be substantially equal in knowledge, skills, abilities, and qualifications for the open position in the sole judgment of the Institute, the most senior applicant shall have preference. There shall be no obligation to train an applicant to become qualified. Variable shift positions shall not be posted.

Section 6. Low Census Rotation. It is recognized by the parties that the basic policy shall be to use the low census procedure to accomplish short term staff reductions. When low service volume requires adjustment in nurse staffing, such adjustment may be made by floating nurses to available assignments for which they are qualified. If there are no such opportunities available, nurses may be low censused under the following guidelines. Low census and standby will be assigned in the following descending order of priority:

- a. Agency nurses.
- b. Nurses working at the overtime rate.
- c. Per diem nurses, including per diem nurses assigned to the Float Pool.
- d. Nurses working above their budgeted FTE or on an extra shift.
- e. Requested low census by employee (where there exists more requests than need, the low census will be assigned first to the requesting nurse whose turn it is in the rotation. Where requesting nurses have similar standing in the rotation, requested low census shall be awarded in the order of the nurses' requests).
- f. Voluntary low census (distinguished from "requested low census," which is requested ahead-of-time). Voluntary low census occurs when the Institute seeks volunteers in response to a specific need. Travelers may be included in voluntary low census.
- g. Full-time and regular part-time nurses, including full-time and regular part-time Float Pool nurses.
- h. Travelers.

Low census shall be rotated in accordance with Institute procedures. The rotation shall be house-wide, and new employees shall be placed at the top of the rotation list.

In administering low census, the Institute will maintain a skill level mix appropriate to the remaining patient requirements.

A staff nurse taking voluntary or mandatory low census shall not have a reduction in benefits.

A nurse who is low-censused and desires additional hours to get up to her FTE shall notify her Nurse Manager in writing.

Section 7. Nurses in Orientation. Nurses in orientation will take low census when their orienting nurse is low-censused.

Section 8. Low Census Inconvenience Pay Nurses assigned a mandatory low census shall be notified a minimum of two hours in advance of each shift. In the event such notice is not given, the affected nurse shall receive two hours of inconvenience pay at the nurse's base rate of pay. Should the Institute make a bona fide and documented attempt to notify the nurse of a mandatory low census two hours in advance but be unsuccessful in doing so, this pay provision shall not apply. It shall be the nurse's responsibility to maintain a current telephone number listed with the nurse's respective department. A nurse's failure to do so shall excuse the Institute from the notification requirement provided herein.

Section 9. Standby Pay. An employee placed on standby shall remain on standby, and be paid the applicable standby rate, for two hours, unless informed at the time she is placed on standby that the standby will continue for longer than two hours, in which case she shall be paid the applicable standby rate until removed from standby, or until the end of her regularly-scheduled shift, whichever occurs first. An employee called back from standby to work her regularly-scheduled shift shall be paid her regular rate of pay for the time worked on her shift.

Section 10. Layoff and Recall.

a. If a reduction in force is deemed necessary because of prolonged low level of service utilization, the Institute shall evaluate and determine which program-specific positions or workweek hours shall be eliminated.

b. Order of Layoff. The Institute retains the prerogative to consider the employees' knowledge, experience, skill mix, ability to perform the remaining available work, qualifications, and prior performance in making layoff decisions. Where these factors are substantially equal, relative seniority shall be the determining factor in deciding which employees will be affected by the elimination of positions or reduction of hours.

c. Employees Affected by Layoff. Employees affected by an hours reduction or position elimination may apply for open positions, reduce to available per diem positions, be transferred, laid off, or separated from employment, depending on conditions. Employees choosing to apply for an open position shall have first consideration over other applicants seeking the new position for reasons other than a position elimination or hours reduction, provided the employee, in the Institute's judgment, is fully qualified for the position, with a reasonable period of orientation, not to exceed two weeks. If not fully qualified, the employee will be considered for the position on the same basis as other applicants.

d. Notice of Layoff. Employees who are laid off will be given at least fourteen calendar days notice of layoff or will receive pay in lieu of notice for all scheduled days in that fourteen day period. The Institute will also provide the Association with at least fourteen days notice prior to instituting a layoff of bargaining unit employees.

e. Recall. If an employee's original position is reinstated, the displaced employee has first preference in reclaiming the position if it is posted within three months from the date of layoff. Employees shall remain on the recall list for 12 months from date of layoff. Employees on the recall list may apply for any open position that becomes available. Such employees will have preference over other applicants, but will compete among themselves for open positions based on overall qualifications for the position and the needs of the work unit, as determined by the Institute, in its discretion. If an employee applies for and is offered an open position, the employee must accept it or she will be deemed to have resigned. For the first three months following a layoff, the Institute will send employees on the recall list notice of open

positions at the time such positions are posted. To be considered, application must be made within the applicable posting period in accordance with Section 5 of this Article.

f. Forfeiture of Recall. An employee shall forfeit further recall rights by failing to respond to the Institute regarding intent to return to work within seven (7) calendar days after the date recall notice is sent by certified mail to the employee's last address on record with the Institute.

g. Seniority Date Restored. Laid off employees will have their original seniority date reinstated if rehired within twelve (12) months of layoff.

h. Insurance Benefits. The Institute will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid-off employees may continue the Institute's insurance under applicable Institute COBRA continuation policies while on layoff.

Section 11. Filling Vacancies Temporarily. There shall be no obligation to post temporary vacancies (e.g. vacancies of six months or less). Temporary vacancies may be filled in the sole judgment of the Institute without regard to application for transfer or seniority.

Section 12. Institute Assignment of Employees. While the Institute will attempt to schedule employees consistent with preferences they have expressed, the Institute retains the right to reassign employees where necessary in the judgment of the Institute to balance experience, or training on a particular shift or where the Institute determines such action to be temporarily necessary to the maintenance of a proper level of patient care. Reassignments shall be on a same-shift basis, except in emergencies or by mutual agreement.

Section 13. General Principles

a. Efficiency. The parties confirm that nothing in this agreement requires the Institute to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or lower premium rates.

b. Assignments. The Institute will attempt to distribute equitably training, work and overtime assignments. Provided, however, that employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. In no case will the Institute be required to pay an employee for a missed training, work or overtime opportunity.

ARTICLE 9 – HEALTH AND WELFARE

INHS shall review its health and welfare plans each year, and will endeavor to continue to provide competitive health and welfare plans to its employees. INHS shall retain the discretion, however, to alter those plans, if necessary, for economic reasons. Such alterations may include providing for reasonable employee premium contributions. INHS shall notify the Association prior to implementing any alterations, and will discuss such alterations with the Association at the Association's request. The foregoing commitment to discuss such alterations shall not diminish INHS' authority to implement them if, in its sole discretion, INHS determines that such alterations are in INHS' best interests. INHS personnel will provide the notice to the WSNA discussed above before any proposed alterations in benefit plans are presented to the INHS Board.

ARTICLE 9A – RETIREMENT

INHS shall review its retirement plans regularly, and will endeavor to continue to provide competitive retirement plans to its employees. INHS shall retain the discretion, however, to alter those plans, if necessary, for economic reasons. INHS shall notify the Association prior to implementing any alterations, and will discuss such alterations with the Association at the Association's request. The foregoing commitment to discuss such alterations shall not diminish INHS' authority to implement them if, in its sole discretion, INHS determines that such alterations are in INHS' best interests. INHS personnel will provide the notice to the WSNA discussed above before any proposed alterations in retirement plans are presented to the INHS Board.

ARTICLE 10 – VACATION

Section 1. Accrual. Vacation is accrued for all regular part time and full-time employees regularly scheduled to work 40 hours or more per pay period, and for regular part-time employees who are regularly scheduled between 1 and 39 hours per pay period who have elected benefits. Temporary, on-call and per diem employees do not accrue vacation. Vacation accrues from date of hire, but eligible employees are entitled to a vacation with pay only after six months of continuous service. Full-time employees accrue vacation according to the following schedule:

Years of Service	Yearly Accrual	Accrual per PP	Maximum Accrual
0-4	104 hours	4.00 hours	240 hours
5-9	144 hours	5.54 hours	320 hours
10+	184 hours	7.08 hours	320 hours

If an eligible employee has at least one credited hour in a pay period, vacation accrues for that pay period. A "credited hour" for vacation accrual includes any paid time.

Section 2. Scheduling. Vacation requests must be in writing, and are due four times each year with the following schedule of requests and notifications:

<u>Time Frame</u>	<u>Request Due</u>	<u>Answer from SLRI Due</u>
Dec-Feb	Aug. 15	Sept. 1
March-May	Nov. 15	Dec. 1
June-Aug.	Feb. 15	March 1
Sept.-Nov.	May 15	June 1

Employees are encouraged to adhere to the foregoing deadlines. Vacation schedules shall be set based upon vacation requests received by the foregoing deadlines. An employee may submit a vacation request outside of these deadlines, but such request shall be granted only if the already-established vacation schedule allows. Vacation requests submitted less than two weeks prior the start of the requested vacation shall not be granted. Employees are encouraged to request partial weeks off during the seven days before and after a recognized holiday to maximize the number of staff who can take time off around a holiday. Regularly-scheduled days off before or after requested vacation time will not be automatically considered included in the request, and should be listed in the request in order to be considered by the manager.

Vacation schedules shall be established at the manager's discretion. In exercising such discretion, managers will attempt to establish vacation schedules based upon the following factors, listed in order of importance:

- a. Ability of St. Luke's to provide optimal patient treatment.
- b. Previous "prime time" vacation requests that have been granted to the individual. ("Prime time" shall be defined as the period from June 1 through Labor Day, and the seven days before and after a recognized holiday).
- c. Special events/happenings (e.g., weddings, graduations, family reunions).
- d. Seniority
- e. First-come, first-served for any requests received after the deadlines established above.
- f. If requested by the employee, the manager will attempt to allow the employee their regular days off before and after a vacation, if consistent with SLRI needs.

Section 3. Payment. Vacation pay shall commence on the first day of absence. Vacation pay shall not accrue during unpaid leaves of absence or during layoffs. If an employee is discharged, resigned with proper notice or is laid off after at least six months of continuous service, the employee will be paid accrued and unused vacation pay. Combined cash out for unused vacation and personal leave may not exceed 320 hours.

Section 4. Part-time Accrual. Part time employees shall accrue vacation time based on actual hours paid per pay period or approved hours, whichever is greater, not to exceed eighty (80) hours per pay period.

Section 5. Computation. Vacation pay for non-exempt employees is computed using the employee's hourly base rate.

Section 6. Employees on Time Loss. If an employee is receiving time loss compensation due to an on-the-job injury, vacation, sick leave and holiday pay is not provided.

ARTICLE 11 – SICK LEAVE

Section 1. Eligibility. Full-time, part-time employees of at least 40 hours per pay period and part-time employees of one (1) to thirty-nine (39) hours per pay period who have chosen benefits are eligible. Temporary, on-call and per diem employees do not accrue sick leave.

While sick leave begins to accrue from date of hire, eligible employees are entitled to use accrued paid sick leave only after three (3) months of service.

Section 2. Use of Sick Leave. Eligible employees are entitled to receive sick leave to provide income when they are unavoidably absent from work due to illness, injury or other temporary physical disability to themselves, or to care for their spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition, or to care for their minor child, or an individual for whom the employee holds legal guardianship, who has a health condition that requires treatment or supervision, or to attend doctor and dental appointments of the employee or the employee's minor child. Sick leave is intended for these purposes only and is not to be used for personal time off or to extend holidays or vacation periods.

Section 3. No Pay Out at Termination. Sick leave is provided by the Institute solely in the nature of insurance against loss of income due to illness or injury. Accordingly, no compensation for accrued sick leave shall be provided for any employee upon termination of employment.

Section 4. Accrual. In order for sick leave to accrue during a leave of absence, an employee must have at least one paid day during the pay cycle that occurs during the leave of absence. Once an employee has a full pay period of unpaid leave, accruals stop.

Sick leave benefits accrue for full-time employees at the rate of eight hours per month on a per pay period basis at 3.7 hours per pay period. The calculation is such that a full-time employee will earn 96 hours in one full calendar year.

Sick leave benefits accrue for part-time employees on a pro-rated basis with the following provisions:

1. Part-time employees absent because of sickness shall receive pay for the number of hours they were scheduled to work that day provided their sick leave accrual is sufficient to pay that number of hours.
2. Part-time employees will accrue sick leave benefits based on the relationship between the higher of their approved hours or hours worked per pay period (not to exceed 8 hours per month of sick leave).

Sick leave balance accrues to a maximum of 720 hours.

Section 5. Required Notice. An employee must report an illness to her supervisor and the staffing office as soon as it is known that he/she is unable to work. At least two (2) hours notice (three (3) hours for evening and night shifts) prior to the start of the scheduled shift must be given. Failure to provide adequate notice will result in non-payment of sick leave. This requirement may be waived by the Nurse Manager, in her discretion, in extraordinary circumstances.

Section 6. Proof of Illness. The Institute may require that an employee claiming sick leave pay submit a doctor's statement as proof of the employee's or covered family member's illness. The Institute will be more likely to require medical proof of the employee's or covered family member's illness where there is a pattern of sick leave use that causes concern regarding the legitimacy of the sick leave use, such as a pattern of sick leave use in conjunction with holidays, vacations, and weekends. If medical certification is requested but not provided, the time will be unpaid, and the employee may be subject to progressive discipline.

Section 7. Payment of Sick Leave. Sick leave is paid to non-exempt employees at the base hourly rate. It may be taken in units of no smaller than fifteen minutes for non-exempt employees. A full day's absence will use the number of sick leave hours that normally would have been worked (e.g., eight (8) hours for eight (8) hour shifts, twelve (12) hours for twelve (12) hour shifts).

If an employee is receiving time loss compensation due to an on-the-job injury, vacation, sick leave and holiday pay is not provided.

Section 8. Conversion to Personal Leave. Accrued sick leave will be converted to personal leave in accordance with Institute Policy as set forth in the Personnel Manual. Personal leave shall be scheduled and taken in the same manner as vacation.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. Family and Medical Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work. It is the policy of the Institute that employees may request a leave of absence (LOA). The LOA may be granted if the employee meets eligibility requirements.

B. Family and Medical Leave – Under the Family and Medical Leave Act. Where state law exceeds the requirements of the Family and Medical Leave Act, the Institute will comply. Family and Medical leave may be taken for the following reasons:

1. The employee is unable to perform the functions of his/her position due to a serious health condition, as defined by law.
2. The birth of the employee's own son or daughter and/or in order to care for that son or daughter; such leave must be taken within twelve (12) months of birth.
3. Placement of a son or daughter with the employee for adoption or foster care; such leave must be taken within twelve (12) months of placement.
4. The employee's spouse, son, daughter or parent has a serious health condition and the employee is needed to attend to basic needs during periods of in-patient care, home care, or medical treatment.
5. Leaves for serious health conditions for the employee's own serious health condition or to care for spouse, son, daughter, or parent may be taken on an intermittent basis (not all at one time) when medically necessary and with prior approval. When a request for intermittent leave is made due to a serious health condition, the employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the Institute operations.
6. The definition of a "family member" for Family and Medical Leave coverage (FMLA) excludes: domestic partners, either same-sex partners or opposite sex partners not recognized as spouses; parents-in-law, grandparents, brothers, and sisters; children, age 18 or over, who are not disabled.

C. Eligibility. The employee must have been employed by the Institute for at least twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) months.

D. Notice Required. Leaves should be requested thirty (30) calendar days in advance where the need for leave is foreseeable, or as soon as possible if not foreseeable.

E. Length of FMLA Leave. Eligible employees may take up to twelve (12) workweeks of unpaid leave within a twelve (12) month period beginning with the employee's first use of FMLA and measured on a rolling twelve-month period forward. If the employee and spouse are both employed by the Institute, the combined leave for both employees is twelve (12) workweeks of leave during any twelve (12) month period for care of parent or child.

F. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available paid leave, both vacation and sick leave, for which they would be eligible as part of

his/her Family and Medical leave. This time must be exhausted before unpaid time begins, and runs concurrently with the start of Family and Medical Leave. Leave accruals must not be used intermittently unless on intermittent FMLA. All time off taken for an FMLA-covered reason will count against an employee's FMLA entitlement, whether the employee was also on paid leave or not.

G. Reemployment Following FMLA Leave. In cases of personal medical leave for an employee's own serious health condition, in order to be eligible for restoration to the employee's previous position or to an equivalent position under the Family and Medical Leave Act, the employee will be required to present a medical certification from the attending physician stating he/she is able to resume normal duties.

The Institute will attempt to accommodate employees who are released to return to work with restriction to the extent that jobs are vacant for which they are qualified. If, due to such restrictions, an employee is placed in a job other than former job, employee will receive the normal compensation and benefits for the new job. An employee who refuses an offer of reinstatement or reemployment will be considered a voluntary resignation. Except as expressly required by applicable law, an employee who cannot or does not return to work at the expiration of a leave of absence (or any extension) will be considered a voluntary resignation.

H. Benefit Continuation During FMLA Leave. During FMLA the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, he/she must pay the same level of benefit contribution as if on active status.

Section 2. Personal Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work. It is the policy of the Institute that employees may request a leave of absence (LOA) for reasons that do not qualify for any other type of leave available. The LOA may be granted, in the Institute's sole discretion, if the employee meets eligibility requirements.

B. Eligibility. Employees on regular status who have completed at least one year of continuous service may be considered for Personal Leave.

C. Notice Required. The employee must complete a "Request for Leave of Absence" form. Written notice to request a personal leave must be given to the supervisor for approval thirty (30) calendar days in advance, or as soon as possible.

D. Length of Personal Leave. A Personal Leave of absence may be granted to cover an absence of more than five (5) days and may extend to a maximum of twelve (12) weeks. Leaves beyond thirty (30) calendar days must have the approval of the division head and the Human Resources Director. No more than twelve (12) weeks may be used in any three (3) year period measured forward from the first day of a personal leave.

E. Use of Paid/Unpaid Leave. The employee will be required to use all available vacation and personal leave. This time must be exhausted before unpaid time begins.

F. Reemployment Following Personal Leave. The Institute will attempt to place the employee in the same or a comparable position when he/she returns from a Personal Leave of absence; however, the Institute cannot guarantee the same position vacated or hold a position for the employee while he/she is on a Personal Leave.

G. Benefit Continuation During Personal Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 3. Unpaid Educational Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work for educational purposes. It is the policy of the Institute that employees may request an educational leave of absence (LOA). The LOA may be granted, in the Institute's sole discretion, if the employee meets eligibility requirements.

B. Eligibility. An employee must be on regular status and have worked at least one (1) year of continuous service. This leave may be applied when an employee wishes to further his/her education and the Institute determines it to be of value to both the employee and the Institute.

C. Notice Required. Written notice to request an educational leave must be given to the supervisor for approval thirty (30) calendar days in advance. Documentation from an accredited institution verifying the employee's attendance may be required.

D. Length of Educational Leave. There is a maximum of twelve (12) months Educational Leave during an employee's employment with the Institute.

E. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available vacation and personal leave. This time must be exhausted before unpaid time begins.

F. Reemployment Following Educational Leave. The Institute will attempt to place the employee in the same or a comparable position when he/she returns from an Educational Leave of absence; however, the Institute cannot guarantee the same position vacated or hold a position for the employee while he/she is on an Educational Leave.

G. Benefit Continuation During Educational Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 4. Military Leave. The Institute will grant military leave in accordance with the law.

Section 5. Pregnancy-Related Absences. Leaves for pregnancy-related absences will be granted in accordance with state law. Such leaves will run concurrently with FMLA leave if the employee is also eligible for FMLA leave.

Section 6. Bereavement Leave. Employees are eligible for up to 24 hours with pay to make arrangements for and to attend the funeral of a member of the immediate family. Regularly scheduled and benefited part-time employees will receive funeral leave pay prorated according to budgeted hours. For purposes of this policy, immediate family members include spouse or domestic partner, children, grandchildren, siblings, parents, grandparents or current spouses' parents or grandparents. This policy also includes parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and any family members listed above that are "step" relatives.

Section 7. Leave of Absence Procedures. The Institute shall have the right to establish procedures for all leaves of absence. Such procedures must be in accordance with the law and not in conflict with this Agreement.

Section 8. Witness or Jury Duty. Leave for witness or jury duty shall be provided in accordance with the Personnel Manual.

ARTICLE 13 – COMMITTEES

Section 1. Clinical Nurse Practice Committee.

A. Definition. The Clinical Nurse Practice Committee (CNPC) is a committee which empowers and mentors staff nurses to contribute collaboratively on decision-making related to nursing standards, procedures and professional practice.

B. Policy. The CNPC shall operate as determined by Institute policy. The policy can be revised at any time by the Institute, provided however, that the Institute may not discontinue the CNPC, the CNPC shall meet monthly, the CNPC shall make recommendations to the Nursing Council. The CNPC shall establish its own procedures for allowing invited guests to attend CNPC meetings.

C. Exclusion. The CNPC shall refrain from discussing any matters which are the subjects of a pending grievance.

D. Structure. Members of the CNPC shall be staff nurses who have expressed interest and are selected for participation by the Nurse Executive with input from the Association. Ideally, the parties recognize that there should be at least one person from each of the following three units: SCI, TBI and CVA, provided however, that failing to meet this ideal will not prevent the CNPC from operating. Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the CNPC, including any meeting of a subcommittee of the CNPC approved in advance by the Nurse Executive.

Section 2. Labor/Management Committee.

A. Definition. The Labor/Management Committee is a committee designed to enhance collaboration between the Institute and the Association. The Committee will meet and discuss issues of mutual interest, such as employees' working conditions, but shall not be empowered to alter any express terms of this Agreement.

B. Structure. The Labor/Management Committee shall be made up of two members of Institute Management, one of which must be the HR Manager, and three members of the Association (one case manager and two registered nurses). Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the Labor/Management Committee. The parties agree that the WSNA representative may attend Labor/Management Committee meetings.

C. Schedule of Meetings. The Labor/Management Committee shall meet at least three times per year, at times to be designated by the Committee, but may meet more often if agreed by all members of the Committee. Any member of the Committee may propose agenda items. Such proposals will be made to the HR Manager at least one week prior to any scheduled Committee meeting.

D. Relationship to Grievance Procedure. Discussion of an issue by the Labor/Management Committee shall not extend the timelines for filing and processing

grievances provided in Article 14 of this Agreement, except by written agreement between the Association and the Institute.

Section 3. Safety Committee. The parties recognize that the Institute has a long-standing Safety Committee in operation, and that the infection control nurse will continue to be on the Institute's Safety Committee. The parties further agree that the minutes from the Safety Committee meetings will be posted on the Safety Bulletin Board.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

Section 1. Evaluations. The Institute shall provide a performance review to a nurse at the end of the probationary period and at least annually thereafter.

Section 2. Inservices and Paid Educational Leave. The Institute recognizes that the availability of continuing educational opportunities for its employees is essential to assure quality patient care. To the extent reasonably possible, employees will be granted time while on duty to attend appropriate in-service training programs and seminars offered by the Institute when related to their job. Employees will be paid their regular rate of pay (including overtime, if applicable) to attend required or mandatory in-service training programs if not on duty at the time of the training program. It is the employee's responsibility to notify her manager if she plans to attend a mandatory in-service during off-duty time, and such time must be pre-approved by the manager in order to be paid. Where Institute leadership determines that new or modified equipment requires additional in-service training for appropriate nursing practice, appropriate training will be prepared. Notices announcing such required training will be posted, and nurses will be expected to have completed such training prior to using the new or modified equipment, and will not be required to use the new or modified equipment prior to completing such training. Employees who fail to attend mandatory in-service training may be subject to discipline.

Employees desiring paid educational leave to attend an off-site seminar shall request such leave, in writing, to the Nurse Executive. The Nurse Executive will consider and approve/disapprove such requests in accordance with Institute policy applicable to non-represented employees. Appropriate pay for paid educational leave shall be in accordance with Institute policy.

Section 3. Tuition Reimbursement. The Institute will reimburse eligible nurses the tuition for pre-approved educational programs according to Institute policy. It is understood that continuation of the tuition reimbursement policy is subject to the financial condition of the Institute as evaluated by management.

Section 4. Certifications. The Institute shall reimburse nurses for the first exam fee related to obtaining specialty certification in their area of nursing, if such certification is required by the Institute. If the employee fails the first exam, the Institute will not pay for retesting.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 1. Just Cause. No employee shall be disciplined or discharged without just cause. A non-probationary employee who feels she has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written warning), performance improvement plans, and review of performance expectations or evaluations shall not constitute discipline. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.

Section 2. Progressive Discipline. The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, suspension, discharge. Written warnings and suspensions expire after 24 months and may not be used to issue further progressive discipline. Such warnings and suspensions, however, will remain part of the employee's overall employment record, and will remain in the employee's personnel file. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be suspended or discharged for a first offense if the type of the offense so warrants.

Section 3. Due Process. In the event the Institute believes that a nurse may be subject to discipline and determines that an investigatory interview will take place, the following procedural due process shall be followed:

a. The Institute will verbally notify the employee in advance of the general topic(s) of the interview that may subject her to discipline, and the date and time of the investigatory interview.

b. During the interview, the employee will be given an opportunity to explain the employee's position regarding the matter(s) under investigation.

c. At the employee's request, the employee may be accompanied by an available fellow nurse or an available representative of the Association at the informal investigatory meeting. It is the responsibility of the nurse to arrange the appearance of the nurse's representative at the investigatory meeting.

d. If the Institute believes it has reason to counsel or otherwise discipline a nurse, reasonable and appropriate effort will be made to accomplish this in a manner that will not embarrass the nurse in front of other employees or the public.

It is understood that this due process standard is focused on investigatory interviews with an employee who may be subject to discipline as a result of the interview. It does not apply to preliminary conversations that later leads to an investigatory interview, or to interviews with witnesses. . If an employee has a reasonable belief that discipline may result for that employee from what she says in a preliminary conversation, she may request union representation.

Section 4. Personnel Files. Employees' personnel files shall be maintained in the Human Resources Department. Upon the request of an employee in writing to the Human Resources Department, information in the employee's personnel file will be made available for inspection by the employee, with the exception of reference verifications. Copies of progressive discipline, performance improvement plans, and written performance evaluations shall be maintained in the employee's personnel file. The Institute will continue its practice of giving a copy of each progressive discipline notice, and performance improvement plan to the affected employee, and will continue its practice of allowing employees to make written comments on disciplinary notices, performance improvement plans, and performance evaluations. Copies of performance evaluations will be provided to the affected employee upon request.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 1. Purpose of Grievance Procedure. The grievance procedure as set forth herein shall serve as a means for the peaceful and equitable settlement of all disputes arising between the parties concerning the interpretation or application of this Agreement. A grievance shall be defined as a claim by a non-probationary employee that the Institute has violated a

specific provision of this Agreement. A probationary nurse may grieve a pay claim but not other matters. A grievance shall be considered at the lowest level possible.

While more than one employee may initiate and pursue a grievance under this contract, the grievance procedure is not available for class action grievances. The Association may file a grievance on behalf of more than one employee, if all are affected by the same action of the Institute, but in order to have the Institute consider such "group grievances," the Association must identify all affected employees and the requested remedy for each affected employee at the time the grievance is filed.

Section 2. Informal Resolution. It is the intent of the Institute and the WSNA that issues pertaining to the interpretation or application of this Agreement be resolved informally between the employee and her immediate supervisor whenever possible. In the event that the issue cannot be resolved informally, it shall be processed in accordance with the following procedure, except that the parties may agree to move the grievance directly to the step with the management representative with authority to resolve the issue. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance.

Section 3. Modification to Grievance Procedure. The time periods in the grievance process may be shortened or extended only by mutual written agreement. Informal attempts to resolve the grievance shall not extend any time limitations specified in this grievance procedure, except by mutual written agreement between the parties.

Section 4. Time Limitations. If the grievant or the Association does not comply with the time limitations specified in this grievance procedure, the grievance shall be time barred. If the Institute does not comply with the time limitations specified in this grievance procedure, the grievant shall have the right to proceed to the next step of the grievance procedure. The grievant has no obligation, however, to advance a grievance to the next step until a response is received from the Institute. The Institute may, in its discretion, elect to consider a grievance that is time-barred. Consideration of a time-barred grievance shall not be deemed a waiver of time limitations related to any other grievance. An arbitrator shall have no jurisdiction to consider a time-barred grievance, unless the Institute has agreed, in writing, to allow the time-barred grievance to be submitted to arbitration.

Section 5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw further consideration of a grievance at any level.

Section 6. Steps of Grievance Procedure. The following levels of grievance are available to the parties:

a. Step One. An employee shall discuss the grievance with her Manager in an effort to resolve the matter informally. The employee may have the Local Unit Officer present for this discussion, if desired. If not resolved informally, the employee shall present the grievance to her Manager, in writing, specifying the section or sections of the Agreement which have allegedly been violated, and the remedy requested. Such written grievance must be presented within fourteen (14) calendar days of the time the employee knew or reasonably should have known of the occurrence of the matter. Grievances regarding appropriate pay are understood to arise on the pay day for the event in question. The Step One process shall include an investigatory meeting among the grievant (and her representative, if requested) and the Manager, which shall take place within 14 calendar days of receipt of the grievance. The Manager shall respond in writing within 14 calendar days of the investigatory meeting.

b. Step Two. If the employee remains dissatisfied with the Institute's response at Step One, the employee may advance the grievance to Step Two, in writing, within seven calendar days of receipt of the Step One response. Step Two grievances shall be

presented to the Nurse Executive, or designee. The Step Two process shall include an investigatory meeting between the grievant (and her representative, if requested) and the Nurse Executive, or designee. The Nurse Executive, or designee, will issue her response within the later of 14 calendar days of receipt of the appeal or any investigatory meeting scheduled at this Step Two.

c. Step Three. If the employee remains dissatisfied with the Institute's response at Step Two, the employee may advance the grievance to Step Three, in writing, within seven (7) calendar days of the Institute's response at Step Two. To advance the grievance to Step Three, the employee shall file a written copy of the grievance with a request for a meeting with St. Luke's Administrator, or designee. A meeting shall take place within 14 calendar days from the date the appeal is received by the Administrator. The WSNA representative may be present at the meeting, if requested by the employee. The Administrator, or designee shall have 14 calendar days from the date of the meeting to submit an answer in writing to the aggrieved party.

Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the WSNA may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days of the Institute's response. Within ten (10) calendar days of the notification to the Institute that the dispute is submitted for arbitration, the WSNA 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 first shall be determined by coin toss. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Washington.

A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. The fees and expenses of the arbitrator shall be divided equally between the parties. Incidental costs such as the place for arbitration and transcript of testimony also shall be divided equally. Each party shall be responsible for its own expenses including the time of any witnesses and attorneys fees, if any. The arbitrator shall have no authority to add to, delete from disregard, or alter any of the provisions of this Agreement and shall confine the decision to the terms of this Agreement.

Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein, provided that the arbitrator shall have authority to remedy a continuing violation prospectively only.

Section 7. Grievance Representatives. It is the responsibility of the grievant desiring representation to arrange the appearance of her representative.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

Section 1. No Strike. It is recognized that the Institute is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the Institute and the Association. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, or any other restrictions of work, during the term of this contract. Employees, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Institute against any employee or employees, selectively or as a group, engaged in a violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for

damages, which may be available to the Institute. The Institute will notify the Association in writing if nurses engage in such activity.

Section 2. Lockout. There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason shall not be construed to be a lockout for purposes of this Agreement.

ARTICLE 18 – ASSOCIATION BUSINESS

Section 1. Association Access to Institute. Without interrupting normal Institute work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Institute for the purposes of transacting Association business and observing conditions under which bargaining unit employees are employed, provided reasonable notice is provided to Human Resources. Reasonableness of the required notice shall depend upon the circumstances. It is understood that Association business will be conducted outside patient care areas, except where the WSNA representative needs to observe activity in a patient care area.

Section 2. Bulletin Boards. The Institute will make three bulletin board spaces available in nonpublic areas of the Institute for the posting of meeting notices and other work-related information of interest to members of the bargaining unit (one bulletin board shall be in SCI, one in TBI, and one in CVA). A copy of such notices shall be sent to the Human Resources Department at the time of posting.

Section 3. Association Negotiating Team. Where the Institute has received appropriate advance notice, the Institute shall reasonably attempt to assist members of the WSNA Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for or compensated by the Institute, unless otherwise agreed between the parties, in writing.

Section 4. Association Business. Employees shall not conduct Association business in patient care areas nor during hours of work excluding lunch and break periods taken in non-patient care areas, unless by mutual agreement of management. For grievance purposes only, the Local Unit Chairperson may contact an employee during the employee's work time, but only for purposes of scheduling an off-duty time to meet to discuss the grievance.

Section 5. Local Unit Chairperson and Grievance Representatives. Employees may be selected by the Association to act as Association representatives in the grievance process. The names of the employees selected as Local Unit Chairperson and grievance representatives, and the names of other Association representatives who may represent employees, shall be identified in writing to the Institute by the Association. Time spent by Association representatives on Association business is understood not to be time worked for or compensated by the Institute.

ARTICLE 19 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

ARTICLE 20 – COMPLETE AGREEMENT

The parties recognize that this is the complete agreement between the parties for purposes of employees' wages, hours, benefits and working conditions, and that employees' rights in these areas shall be limited to the express terms of this Agreement. The INHS Personnel Manual shall not apply unless specifically referenced herein.

Any provision of this Agreement may not be amended, modified or supplemented at any time, except by mutual consent of the Institute and the Association, in writing and signed by both parties. Such modifications shall be limited to the specific provision(s) involved and will not affect any other provisions of this Agreement.

Past Practice. Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Institute.

ARTICLE 21 – MANAGEMENT RIGHTS

Section 1. The Institute retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Institute or any part of it. The Institute retains all power and authority not specifically abridged, delegated, or modified by a specific provision of this contract and such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

- a. Direct employees.
- b. Adopt and/or modify reasonable work rules and policies, including attendance and drug testing policies, so long as such rules and policies are not in conflict with any express provisions of this Agreement.
- c. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Institute, patient census, or any other business reason.
- e. Maintain the efficiency of Institute operations.
- f. Determine the methods, means and personnel by which operations are to be conducted
- g. Take appropriate action as necessary to carry out the mission of the Institute.
- h. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- i. Require reasonable amounts of overtime, in accordance with state law.
- j. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.

- k. Determine the qualifications for all positions within the bargaining unit.
- l. To determine issues related to long-range planning, the application of Institute capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.
- m. The right to contract or subcontract any or all Institute function or functions.
- n. The right to use temporary and agency nurses to perform duties also performed by nurses covered by this Agreement.

Section 2. All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Institute. The failure of the Institute to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Institute to exercise said power, function, authority or right at a future date, or to preclude the Institute from exercising same, so long as it does not conflict with any express provision of this Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration.

Section 3. Staffing. The Association acknowledges that staffing levels and staff mix ratios are decisions reserved exclusively to management. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. In the event a nursing unit should undergo significant changes in the RN role/responsibilities, the RN's involved, and the Local Unit Chairperson, if desired, will be included in a collaborative review with management to provide input regarding those changes prior to implementation. An employee questioning the level or composition of staffing on her unit shall communicate this concern to her immediate supervisor. Additionally, the employee may use an Assignment Despite Objection (ADO) form to document the situation, a copy to be given to the supervisor and local unit chairperson. Such forms are appropriate topics for discussion in the Labor/Management Committee.

ARTICLE 22 -- WAGES

Section 1. Hourly Rates. Wage scales setting forth the hourly rates for each position included in the bargaining unit are set forth in Appendix A, attached. These wage scales constitute the minimum permissible hourly rates for each position in the bargaining unit. Current employees shall be placed on the scales in accordance with the agreement reached between the parties on September 26, 2003. New employees shall be placed on the scales by the Institute, in its discretion.

Section 2. Step Advancement. The parties agree that employees will be eligible to advance to the next step on the relevant scale on the employee's anniversary date. In order to advance to the next step, the employee must receive a score of 1.0 or higher on every category of the employee's annual evaluation. If the employee does not receive a score of 1.0 or higher on every category of her annual evaluation, she shall be placed on a Performance Improvement Plan (PIP) for 90 calendar days. If the employee successfully completes her PIP, she shall advance to the next step at the end of the 90 calendar-day period. If she does not successfully complete her PIP, she will remain at her current step.

Section 3. Dispute Resolution. If an employee does not agree with the conclusion that she is ineligible to advance to the next step under Section 3, above, (either as a

result of her annual performance evaluation, or as a result of not successfully completing her PIP), she may file a grievance under Article 16 of this Agreement. Such grievances, however, may be processed only through step 3 of the grievance procedure. Under no circumstances may such grievances be submitted to arbitration.

Section 4. Annual Across-the-Board Adjustment to Wage Scales. The parties agree that annual across-the-board adjustment to the wage scales, if any, shall occur in February of each year. The annual across-the-board adjustment shall be determined each year by the Institute, in its discretion. The annual across-the-board adjustment shall be the same across-the-board adjustment as is given to all other employees of the Institute in February of each particular year (the annual across-the-board adjustment for all other employees of the Institute does not include the merit pool, which is the amount set aside as a pool to reward employees at the time of their annual evaluation. The step system for employees in the bargaining unit replaces the opportunity for bargaining unit employees to participate in the merit pool). The annual across-the-board adjustment may be the subject of a grievance only to the extent that the Association alleges that the annual across-the-board adjustment provided to employees in the bargaining unit was not the same as the annual across-the-board adjustment provided to all other employees of the Institute.

Section 5. Market Adjustments to Wage Scales. The parties agree that nothing in this Agreement prohibits the Institute from making adjustments to any or all wage scales provided for in this Agreement, in its discretion, in accordance with the local labor market. In the event the Institute decides to make such a market adjustment, it will notify the Association, in writing. The Association will have two weeks to provide comment on the market adjustment prior to implementation. Such comment must be in writing.

Section 6. Red-Circled Employees. As a result of the parties' agreement regarding on which step to place current employees in the wage scales, in certain cases, the step rate for the step on which an employee was placed was less than their current wage rate. Those employees were either red-circled at their current rate, or, if not at their current rate, at a rate above the step rate for the step on which they were placed. These red-circled employees shall be eligible to advance to the next step as described in Section 3, above, in the same manner as non-red-circled employees. Red-circled employees, however, will only receive a step wage increase when the step rate for the step to which they advance exceeds their red-circled wage rate (in other words, they will receive the greater of the applicable step rate or their red-circled rate). When the applicable step rate exceeds their red-circled rate, the employee will begin to receive the applicable step rate, and will no longer be considered red-circled. The parties agree that red-circled employees will be eligible to receive the annual across-the-board adjustment described in Section 5, above.

ARTICLE 23 – DURATION AND TERMINATION

Section 1. This Agreement will remain in full force and effect through October 31, 2011 and from year to year thereafter unless modified, amended or terminated in accordance with the following provisions.

Section 2. Should either party wish to modify or amend any provision of this Agreement or to terminate said Agreement, as of October 31, 2011, or any subsequent anniversary date, notice of desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than 120 days nor less than 90 days prior to October 31, 2011, or any subsequent anniversary date.

Section 3. In the event notice to modify or amend has been given, as provided above, and assuming the Association gives proper notice pursuant to the Labor Management

Relations Act, 1947, as amended, Section 8(g), and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.

Section 4. Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement for the term of this Agreement, except as negotiations leading to a successor Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement.

**WASHINGTON STATE NURSES
ASSOCIATION**

**ST. LUKE'S REHABILITATION
INSTITUTE**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
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By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

APPENDIX “A” - WAGES

Registered Nurse

Step	RN I	RN II	RN III
0	21.75	22.4	23.05
1	22.40	23.07	23.742
2	23.07	23.76	24.45
3	23.77	24.48	25.19
4	24.48	25.21	25.94
5	25.21	25.97	26.72
6	25.84	26.75	27.52
7	26.49	27.55	28.35
8	27.15	28.38	29.20
9	27.83	29.23	30.08
10	28.53	30.10	30.98
12	29.10	30.86	31.91
14	29.68	31.63	32.86
16	30.27	32.42	33.85
18	30.88	33.23	34.87
20	31.50	34.06	35.91
22	32.13	34.91	36.99
24	32.77	35.78	38.10
26	33.42	36.68	39.24
28	34.09	37.60	40.42
30	34.77	38.54	41.63

Social Worker

Step

0	19.30
1	19.69
2	20.08
3	20.48
4	20.89
5	21.31
6	21.73
7	22.17
8	22.61
9	23.07
10	23.53
12	24.11
14	24.72
16	25.34
18	25.97
20	26.62
22	27.28
24	27.97
26	28.66
28	29.38
30	30.12

Case Manager

Step

0	22.00
1	22.66
2	23.34
3	24.04
4	24.76
5	25.50
6	26.27
7	27.06
8	27.87
9	28.71
10	29.57
12	30.45
14	31.37
16	32.31
18	33.28
20	34.28
22	35.30
24	36.36
26	37.45
28	38.58
30	39.73

Patient Care Coordinator

Step

0	22.00
1	22.66
2	23.34
3	24.04
4	24.76
5	25.50
6	26.27
7	27.06
8	27.87
9	28.71
10	29.57
12	30.45
14	31.37
16	32.31
18	33.28
20	34.28
22	35.30
24	36.36
26	37.45
28	38.58
30	39.73

Infection Control Nurse

Step

0	22.00
1	22.66
2	23.34
3	24.04
4	24.76
5	25.50
6	26.27
7	27.06
8	27.87
9	28.71
10	29.57
12	30.45
14	31.37
16	32.31
18	33.28
20	34.28
22	35.30
24	36.36
26	37.45
28	38.58
30	39.73

Diabetic Educator

Step

0	22.00
1	22.66
2	23.34
3	24.04
4	24.76
5	25.50
6	26.27
7	27.06
8	27.87
9	28.71
10	29.57
12	30.45
14	31.37
16	32.31
18	33.28
20	34.28
22	35.30
24	36.36
26	37.45
28	38.58
30	39.73