

2008 - 20011

EMPLOYMENT AGREEMENT

By and Between

SUNNYSIDE COMMUNITY HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is between Sunnyside Community Hospital (hereinafter referred to as "Employer" or "Hospital"), and the Washington State Nurses Association (hereinafter referred to as "Association"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment and to meet the mutual objective of quality patient care.

**ARTICLE 1 - RECOGNITION**

1.1 Bargaining Unit. The Hospital recognizes the Association as the representative for all registered nurses employed in the Hospital as Resident Nurses and Staff Nurses, excluding supervisory employees as defined in the National Labor Relations Act, administrative or managerial employees, and all other employees.

1.2 Notice of Removal from Bargaining Unit. If a position that has been previously recognized as a bargaining unit position evolves into a non-bargaining unit position, the Hospital will provide the incumbent with thirty (30) days' written notice with rights to return to an open position within the bargaining unit.

**ARTICLE 2 - MEMBERSHIP**

2.1 Association Membership. All full-time and part-time nurses who are members of the Association at the time of the signing of this Agreement, and all full-time and part-time nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Association dues on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association, unless the nurse fulfills the membership obligation set forth in this Agreement

within that thirty (30) day period. Any nurse who is a member of the Association may voluntarily withdraw from the Association by giving written notice to the Association by certified mail within the last fourteen (14) days prior to the expiration date of this Agreement. This section shall not apply to nurses presently classified or subsequently reclassified to per diem nurse status.

2.2 Payroll Deductions. The Hospital shall deduct Association dues from the pay of each nurse who executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amounts deducted shall be transmitted monthly to the Association on behalf of the nurses involved, and upon transmittal, the Hospital's responsibility shall cease with respect to such deductions. The Association hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability which shall arise against the Hospital for or on account of any such deduction made from the wages of a nurse pursuant to the terms of this Agreement. The deduction of Association dues may be terminated by a nurse on written notice to the Hospital.

2.3 Employee Responsibility. Nurses will keep the Hospital informed of any changes in the nurse's address or telephone number.

2.4 Rosters. The Hospital will supply the Association, within thirty (30) days from the signing of the Agreement and monthly thereafter, a current listing of registered nurses in the bargaining unit. The list will include names, addresses, telephone numbers, employee identification numbers, unit, FTE, work status (full-time, part-time, or per diem), rate of pay, most recent date of hire into a bargaining unit position and date of hire of the nurses. Additionally, the list shall identify all nurses who left the bargaining unit, resigned, or were terminated during the previous month.

### **ARTICLE 3 - ASSOCIATION**

3.1 Meeting Room. The Association may use Hospital meeting rooms for educational offerings providing advance request is made to the Administrator or designee, and space is available.

3.2 Local Unit Chairperson. The nurses who are members of the Association shall select a local unit chairperson from among the nurses in the unit. The local unit chairperson shall be recognized by the Employer when the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances by the local unit chairperson or designee and other Association business shall be conducted only during

the nonworking times of the local unit chairperson or designee and the individual nurse(s), and shall not interfere with the work of other employees.

3.3 Bulletin Board. The Employer will provide a portion of a bulletin board by each time clock for the use of the local unit. Such boards shall be used for official Association notices. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

3.4 Release Time for Negotiations. The local chairperson and one other nurse shall be provided unpaid release time for negotiations. The ability to release additional nurses shall be considered by the Hospital.

3.5 Distribution of Agreement. The Association shall distribute a copy of the Agreement to each nurse presently employed. The Association shall supply the Hospital with contracts to be distributed by the Hospital to each new nurse at the time of hire. The cost of printing shall be borne by the Association. The Local Unit Chairperson or designee will be notified when a newly hired nurse will be included in orientation. A Local Unit Officer, on his/her own time, will introduce the Association contract to newly employed nurses following new nurse orientation day. Attendance shall be voluntary and on the newly hired nurse's own time.

3.6 Access to Premises. Duly authorized representatives of the Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association representatives shall not have access to employee lounges, nursing units or other patient care areas unless prior approval has been obtained from the Employer. Association representatives shall not interfere with or disturb nurses in the performance of their work and shall not interfere with patient care.

#### **ARTICLE 4 - DEFINITIONS**

4.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than twelve (12) months, or a registered nurse who is returning to practice with no relevant clinical training or hospital experience within the past twelve (12) months. A resident nurse shall be assigned under the close and direct supervision of a registered nurse for up to six (6) weeks (training time) and shall have limited responsibilities as defined by the Unit Director. At the completion of this designated training time, the resident nurse shall be evaluated by the Unit Director with input from the assigned staff nurse. If an additional period of training or supervision is necessary, the length of time and level of training or supervision will be determined by the Unit Director with input from the assigned nurse and the resident nurse. After

receiving a successful evaluation, the resident nurse will function more independently under the supervision of a designated registered nurse(s). Residency shall not exceed six (6) continuous months unless extended in writing for up to an additional three (3) months by the Employer. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

4.2 Staff Nurse. A nurse who is responsible for the direct and/or indirect nursing care of the patient.

4.3 Charge Nurse. A registered nurse who is assigned at the discretion of the Employer to perform leadership responsibilities to staff nurses and other nursing care staff so as to enhance patient care and staff efficiency on a defined work unit for a specified period of time. A charge nurse will function under the direction of the Unit Director or Nursing Supervisor.

4.4 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of a registered nurse, a resident nurse or a nursing student (in the absence of a clinical instructor). Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period, as established by the Employer. Nursing management will determine the need for preceptor assignments. Where possible, the Employer will provide reasonable advance notification to the designated preceptor of a preceptor assignment. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of other employees without preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

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

4.6 Part-Time Nurse. A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week and who has successfully completed the required introductory period. Part-time nurses shall receive a longevity step upon completion of each 1040 hours of work (including low census and paid leave hours) or one (1) year of employment, whichever occurs last.

4.7 Introductory Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain

full-time or part-time status unless specifically advised by the Employer of an extended introductory period (not to exceed an additional ninety [90] days), the conditions of which shall be specified in writing. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.8 Per Diem Nurse. A nurse hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of emergency or employee absence. Per diem nurses shall accrue seniority for job openings (5.6) based on hours worked, but shall not be eligible for any other benefits provided for in this Agreement. Per diem nurses shall receive a longevity step increase upon completion of each 1040 hours of work or one (1) year of employment, whichever occurs last.

4.9 Regular Rate of Pay. The regular rate of pay shall be defined to include the straight time rate of pay, BSN/MSN premium, certification pay and shift differential.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

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

5.2 Notice of Resignation. All nurses are strongly encouraged to give at least four (4) weeks' notice of resignation to their appropriate supervisor. If twenty-one (21) days' written notice is received by the Employer, the nurse shall receive his/her entire vacation and holiday balance. If a nurse gives at least fourteen (14) days but less than twenty-one (21) days' written notice of resignation, the nurse shall receive fifty percent (50%) of the nurse's vacation and holiday balance. Unexcused failure by the nurse to give at least two (2) weeks' written notice of resignation shall result in loss of the nurse's accrued vacation and holidays. This notice requirement shall not include any vacation or holiday time or unverified sick leave unless approved by supervision. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when in the Employer's judgment, the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance

of an Association representative during any investigatory meeting which the nurse reasonably believes may lead to disciplinary action. The Employer will act promptly with respect to conduct subject to discipline.

5.3.1 Per Diem Nurse. Per diem nurse access to the grievance procedure for disciplinary matters shall be limited to the first three (3) steps of that procedure.

5.4 Performance Appraisals. Nurses will be given written performance appraisals at the end of their introductory period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for recognizing and improving the nurse's performance. Peer evaluations and/or self-evaluations may be solicited by the Unit Director, or may be requested by the nurse, for additional input into the performance appraisal. Nurses will be required to sign the evaluation for the purpose of acknowledging receipt thereof. The nurse may make additions to, or comment on the performance appraisal, in writing, and have this attached as a permanent part of the evaluation record. The performance evaluation process is a joint responsibility. The Unit Director or designee shall provide the nurse a performance evaluation form two (2) months prior to the nurse's anniversary date. Failure of the nurse to complete his/her portion of the form and return the form to the manager within thirty (30) days prior to his/her anniversary date will result in the postponement of the nurse's anniversary date longevity step increase until such responsibilities are completed. The nurse shall not be penalized for the Hospital's failure to provide the form. At the time the form is returned to the manager, the nurse and the manager will schedule a mutually agreed upon date and time prior to the nurse's anniversary date to discuss the performance evaluation.

5.4.1 Performance Review. If a nurse's performance is unsatisfactory, the nurse shall be placed on performance review by the Nursing Service Administrator in writing, specifically stating the reasons for such performance review. The nurse's manager will counsel with the nurse at least bi-weekly during the performance review, and will identify, in writing, specific conduct changes that will cause the nurse's performance to be deemed satisfactory. The primary objective of performance review shall be to correct and rehabilitate the nurse. At the end of the review period, the nurse will receive a performance evaluation to determine if employment is to be continued. A performance review shall not exceed three (3) months, unless agreed to by the individual nurse and the Nursing Service Administrator. Nothing herein shall detract from a nurse's right under Section 5.3 to be subject to discipline or discharge only for just cause.

5.5 Personnel File. All nurses shall have access to see their personnel files by appointment with the Human Resources Director. A copy of the Personnel Action Form showing change in status, pay, shift, or leave of absence will be given to the employee at the time of the change. A

new employee will be given a copy of the form specifying date of hire, and incremental step for salary purposes. A nurse may request the removal of items from his/her personnel file that are more than twenty-four (24) months old. Such removal under this provision shall be at the sole discretion of the Employer.

5.6 Job Openings. The Hospital shall post vacant full-time, part-time and per diem nurse positions. A temporary position (one which the Nursing Service Administrator expects to exist for less than ninety [90] days) need not be posted. The Hospital shall not fill the position for the first seven (7) days of the posting unless circumstances require immediate replacement. A nurse may apply at the time of posting. The Hospital will fill the position with the most qualified applicant. When selecting the nurse to fill the position, seniority shall be the determining factor, provided the skill, competency, ability experience and prior job performance of the applicants are substantially equal as determined by the Nursing Service Administrator based upon documented performance standards, evaluations and qualifications. The Hospital will make a good faith effort to transfer the nurse to the new position within six (6) weeks, and the Hospital shall keep the nurse informed as to the status of attempts to fill the nurse's position. Employees transferring to a new position will be subject to a ninety (90) day review period. If the nurse does not successfully complete the review period in the opinion of the Employer, or if the nurse chooses not to complete the ninety (90) day period, the nurse will be returned to the nurses prior position if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be laid off with recall rights.

5.7 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Unless the nurse's skills are considered to be an overriding factor in the opinion of the Employer, the Hospital will make a good faith effort to avoid floating a nurse off the nurse's regularly assigned unit in order to allow a per diem nurse to come in to work on the nurse's regularly assigned unit. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with the Unit Director or Nursing Supervisor. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned.

5.8 Transport of Patients. When a nurse covered by this Agreement is required by the Hospital to accompany a patient in transport, the nurse shall be considered in the employ of the Hospital and all provisions of the Agreement shall apply to actual on-duty time. The Hospital shall compensate the nurse for all necessary travel expenses incurred by the nurse under these

circumstances. Notification of the need for patient transport shall be communicated to the House Supervisor or Unit Director.

5.9 Mileage. Subject to prior management approval, nurses required to use their personally owned automobile on Hospital business will be reimbursed for their mileage at the current IRS rate.

## **ARTICLE 6 - SENIORITY, LAYOFF, LOW CENSUS**

6.1 Definition. Seniority shall mean a nurse's continuous length of service as a registered nurse with the Employer from most recent date of hire as a full-time or part-time employee. Seniority shall not apply to a nurse until completion of the required introductory period. Length of service as an employee of the Hospital shall be used to determine benefit accruals.

6.2 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital. If a unit layoff is determined by the Employer to be necessary, the Employer will first seek volunteers to be laid off. Following this, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff, providing skill, competence, ability and experience is considered substantially equal in the opinion of the Employer. The nurse(s) designated for layoff on that shift may take the position of the least senior nurse(s) on that unit providing the nurse displaced on the other shift has less seniority. Any nurse subject to layoff may select another position when available from a listing of vacant positions within the Hospital or, if eligible, a position from the Low Seniority Roster (6.3), providing the nurse is qualified for the position in the opinion of the Employer.

6.2.1 Notice of Layoff. Where possible, the Hospital shall provide any nurse subject to layoff with two (2) weeks' notice or, at the discretion of the Employer, pay in lieu thereof. The two (2) week notice of layoff shall also be sent to the Association.

6.2.2 Mandatory Change in Shift on a Unit. If the Hospital requires a mandatory change in shift assignment, the Employer shall reassign the least senior nurse(s) on the unit and shift affected, providing skill, competence, ability and experience is considered substantially equal in the opinion of the Employer. Affected nurses may either accept the assignment or utilize the Low Seniority Roster procedure (6.3).

6.3 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 size of the Low Seniority Roster will be the four (4) least senior positions (including all vacant positions) in the

bargaining unit plus an additional number of employees or vacant positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion. (Example: Layoff of three RNs, the Low Seniority Roster would consist of the seven (7) least senior employees in the bargaining unit.) The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster, providing the nurse is qualified for the positions in the opinion of the Employer. Any nurse identified for layoff pursuant to Section 6.2 whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of this selection process, shall be subject to immediate layoff.

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competence and ability are considered substantially equal in the opinion of the Employer.

6.5 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge for cause, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Low Census. Low census is defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all nurses on a unit on each shift starting with the least senior nurse first, providing skills, competence, ability and availability are considered equal in the opinion of the Employer. In determining the equitable rotation of low census, consideration will be given to the total number of low census hours per posted four (4) week work schedule accrued by a full-time or part-time nurse. Preceptor assignments will be taken into consideration when assigning low census. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Subject to skill, competency, ability, and availability, agency nurses and per diem nurses shall be released from work prior to implementing mandatory low census. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees. Subject to patient care considerations, traveling nurses shall also participate equitably in floating assignments.

6.6.1 Notification. The Hospital shall make a reasonable effort to notify nurses at least one and one-half (1 1/2) hours in advance of their regularly scheduled shift if the nurse is not required to report for work on that shift as a result of low census. Nurses who report

as scheduled, and are released by the Hospital because of low census, shall receive a minimum of four (4) hours' work at straight time. The Hospital may assign the nurse to other nursing duties for which the nurse is qualified anywhere in the Hospital. Where the Hospital has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the minimum guarantee provisions of this Section shall not apply.

6.7 Change in FTE Status. If a reduction in hours (FTE) is determined by the Employer to be necessary, the least senior nurse(s) on the shift(s) on that unit will receive the FTE reduction. The Hospital shall not reduce the FTE of other than the least senior nurse on the shift and unit unless a reduction applied only to the least senior nurse would cause the Hospital to be unable to schedule the remaining FTEs without regularly scheduling overtime. The Employer will first seek volunteers from the unit and shift to accomplish these changes.

6.7.1 If a nurse has been employed by the Hospital for more than three (3) years, the nurse may accept the FTE reduction or the nurse may access the layoff procedure (6.2). (Note: This provision shall not apply where the nurse's FTE is not reduced but some of the employee's time is reassigned to another unit on the same shift.)

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

7.1 Work Day/Work Period. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.1.1 Twelve (12) Hour Shifts. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with State law, with fifteen (15) minutes in each four (4) hours of work. Wage will be paid and benefits shall accrue based upon actual hours worked by the employee.

7.2 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work

schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the work schedules recognized by this Agreement after thirty (30) days' advance notice to the nurse.

7.3 Work Schedules. Four (4) week work schedules ([2] full pay periods) shall be posted at least two (2) pay periods prior to the beginning of the scheduled work period. Except for unforeseeable conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent. Changes in working schedules initiated by the nurse require prior approval by the Unit Director.

7.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal work day of eight (8) hours or the normal work period (7.1). If a nurse works more than four (4) consecutive hours beyond the scheduled full-time work day, all additional overtime hours following the first four (4) consecutive hours of overtime shall be paid at the rate of double (2x) the nurse's regular rate of pay. The Employer and the Association agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. Except for emergency situations, all overtime must be approved in advance by the Unit Director, shift supervisor or Nursing Service Administrator. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates.

7.4.1 OR and PACU. Double time will be paid for all overtime hours worked in excess of twelve (12) hours, whether consecutive or not.

7.4.2 Work in Advance of Shift. When a nurse reports for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. Work performed during the scheduled shift shall be paid at the straight-time rate of pay. By mutual agreement, the nurse may leave work prior to the end of the assigned shift, with pay for time worked.

7.4.3 Waiver. Upon written request and with the approval of the Unit Director or shift supervisor, a nurse may waive contract overtime or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x), except that overtime as provided for by the Fair Labor Standards Act must be paid by the Employer and may not be waived by the nurse.

7.4.4 Twelve (12) Hour Shifts; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).

7.5 Work on Day Off. Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. Part-time nurses who work on a day not regularly scheduled shall be paid at the regular rate of pay, unless overtime pay is applicable in accordance with the overtime provisions of this Agreement.

7.5.1 Twelve (12) Hour Shifts. Nurses regularly scheduled to work thirty-six (36) hours per week, if called to work on a scheduled day off, shall receive time and one-half (1 1/2) their regular rate of pay for hours worked.

7.6 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a full-time or part-time nurse is required to work with less than ten (10) hours off duty between shifts, all time worked on the next shift shall be paid at time and one-half. This Section shall not apply to continuing education, committee meetings, non-mandatory staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9.

7.6.1 Twelve (12) Hour Shifts. If a nurse working a 12-hour schedule is required to work with less than nine and one-half (9 1/2) hours off duty between shifts, all time worked on the next shift shall be paid at time and one-half. This Section shall not apply to continuing education, committee meetings, non-mandatory staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9.

7.6.2 OR and PACU. If a nurse works four (4) or more hours out of the previous eight (8) hours while in standby/callback prior to reporting for a shift, then all hours worked during that shift shall be paid at one and one-half (1 1/2) times the regular rate of pay.

7.7 Weekends. The Hospital will make a good faith effort to schedule all full-time and part-time nurses for every other weekend off. If a full-time or part-time nurse is required to work on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of

one and one-half (1 1/2) times the regular rate of pay. The third successive weekend shall be paid at the nurse's regular rate of pay. The Employer will make a good faith effort to rotate the extra weekend work assignments. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for additional premium pay and/or overtime pay. This section shall not apply to nurses who attend nonmandatory educational programs on a weekend, nurses who trade weekends, or to nurses who voluntarily agree to more frequent weekend duty.

7.8 Shift Rotation. The Hospital will make a good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as practical.

7.9 Compensable Hours. Time paid, excluding overtime, shall be considered as time worked for purposes of computing salary, pension coverage, and benefits (the percent of holiday, sick and vacation).

7.10 Meal/Rest Periods. Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty on the premises during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Meal periods and rest periods shall be administered in accordance with state law.

## ARTICLE 8 - COMPENSATION

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

YEAR	11/1/08 (5%)	11/1/09 (5%)	11/1/10 (5%)
Base	26.19	27.50	28.87
1	26.96	28.31	29.73
2	27.78	29.17	30.63
3	28.61	30.04	31.55
4	29.47	30.95	32.49

<b>5</b>	30.35	31.86	33.46
<b>6</b>	31.26	32.82	34.46
<b>7</b>	32.19	33.80	35.49
<b>8</b>	33.17	34.83	36.57
<b>9</b>	34.16	35.86	37.66
<b>10</b>	35.18	36.93	38.78
<b>11</b>	36.23	38.04	39.94
<b>12</b>	37.32	39.18	41.14
<b>13</b>	38.43	40.35	42.37
<b>14</b>	39.60	41.58	43.65
<b>16</b>	40.78	42.82	44.96
<b>18</b>	42.00	44.10	46.31
<b>20</b>	43.26	45.42	47.69
<b>22</b>	44.55	46.78	49.12
<b>24</b>	45.89	48.18	50.59
<b>26</b>	47.28	49.65	52.13
<b>28</b>	47.28	51.14	53.70
<b>30</b>	47.28	51.14	55.31

\* Compensation Increases: All increases in compensation set forth herein (wage schedules, step increases and premium pay) shall become effective at the beginning of the first pay period on or after the dates (as designated).

8.2 Experience. Nurses hired during the life of the Agreement shall be placed in the wage schedule in the following manner:

- a. Nurses with recent continuous prior experience shall be placed on a wage step equal to such continuous prior experience on a year-for-year basis.
- b. Recent continuous prior experience shall be defined as clinical nursing experience in an acute care facility without a break in nursing experience which would reduce the level of nursing skills. It shall remain the prerogative of the Hospital to establish at what step in the schedule to place newly hired nurses in all other circumstances.

8.3 Nursing License. A nurse is responsible to see that the nurse's license does not expire. If the nurse's license expires, the nurse shall be immediately suspended from work. The nurse shall be reinstated only after written proof of a renewed license is presented to the Employer.

8.4 Premium in Lieu of Benefits. In lieu of all benefits except for shift differential, callback pay, standby pay, premium pay for work performed on contractually designated holidays and longevity steps, a full-time or part-time nurse may elect a fifteen percent (15%) wage premium. If the nurse is eligible for the Hospital retirement plan, the in lieu of premium shall be eleven percent (11%). This election must occur within ten (10) days of employment and, thereafter, during designated annual open enrollment periods.

8.4.1 Per Diem Employees. In lieu of all benefits, per diem nurses shall be paid a fifteen percent (15%) wage premium. If the nurse is eligible for the Hospital retirement plan, the in lieu of premium shall be eleven percent (11%).

## **ARTICLE 9 - PREMIUM PAY**

9.1 Shift Differential. Nurses working evening duty (3 p.m. to 11:30 p.m. shift) shall receive an additional two dollars and fifty cents (\$2.50) per hour over their regular rate of pay, and nurses working night duty (11 p.m. to 7:30 a.m. shift) shall receive an additional three dollars and seventy-five cents (\$3.75) per hour over their regular rate of pay. Nurses shall be paid for those hours worked on an evening or night shift if a majority of hours worked fall on the designated evening or night shift.

9.2 Standby. Nurses required to "stand by" shall be paid three dollars and twenty-five cents (\$3.50) per hour of required standby. A paging device may be available to persons on standby. Nurses may use accrued vacation time in addition to standby if approved by the Unit Director or designee prior to the end of the pay period. Standby pay shall not be paid when the nurse is receiving callback pay.

9.3 Callback. Any time actually worked in a callback by a nurse shall be compensated at the rate of time and one-half (1 1/2) of the regular rate of pay, except for holidays when time worked in callback shall be compensated at the rate of two times (2x) the regular rate of pay. When called back, the nurse shall receive a minimum of two (2) hours of pay, but not more than the scheduled standby shift, unless actually worked.

9.4 Temporary Assignment to a Higher Position. The assignment to any higher position for any eight (8) hour period or longer shall be compensated at the rate of pay of that higher position.

9.5 BSN/MSN Premium. Nurses with a BSN or MSN will be paid a premium of one dollar and fifty cents (\$1.50) per hour.

9.6 Certification Pay. Nurses who receive and maintain certification(s) in a specialty approved by the Hospital will be paid one dollar and fifty cents (\$1.50) per hour.

9.7 Weekend Premium Pay. A nurse who works a weekend will be paid a premium of three dollars (\$3) per hour for each hour worked on the weekend. The weekend shall be defined as that forty-eight (48) hour period between 11:00 p.m. on Friday and 11:00 p.m. on Sunday.

9.8 Charge Nurse Pay. Any nurse assigned by Nursing Administration as a regular charge nurse shall receive two dollars (\$2) per hour for all time worked as a charge nurse. Any nurse assigned as relief charge nurse shall receive one dollar and twenty-five cents (\$1.25) per hour for the hours worked in a relief position.

9.9 Preceptor Pay. Any nurse assigned by Nursing Administration as a preceptor shall receive a premium of one dollar and fifty cents (\$1.50) per hour over the nurse's regular rate of pay.

**ARTICLE 10 - VACATIONS**

10.1 Vacation Schedule. Vacation with pay shall be granted after six (6) months of continuous employment. Nurses shall accrue vacation from the first hour worked based on the following schedule:

<u>Years</u>	<u>Accrual Rate Per Hour(based on full-time)</u>	<u>Annual Accrual Vacation Cap</u>	
0-4	.0385	80 hours	160 hours
5-8	.0577	120 hours	240 hours
9-15	.0769	160 hours	320 hours
16-20	.0846	176 hours	352 hours
21 +	.0962	200 hours	400 hours

10.2 Vacation Pay. Vacation pay shall be paid at the nurse's regular rate of pay.

10.3 Payment Upon Termination. After completion of six (6) months of employment, nurses shall be paid upon termination of employment for all vacation and holidays earned. However,

this provision shall not apply to those nurses who terminate their employment without giving proper notice (see 5.2, Notice of Resignation), or to those nurses discharged for cause (except for terminations resulting from the nurse's inability to perform the minimum requirements of the job).

10.4 Vacation Scheduling. Nursing management will take into consideration needs of the Hospital and other staff in granting vacations. A nurse will be paid no more than the nurse's accrued vacation. Vacation requests received for non-prime time vacation, or prime time vacation requests received after April 15 shall be granted by submittal date. In cases of conflicting request for vacation received on the same date, seniority shall prevail; seniority shall not affect approved vacations. Competing requests made before September 1 for leave to occur during the Thanksgiving holiday or from December 15 through January 2 will be granted on a rotating basis. Competing requests made before February 1 for leave to occur during spring break will be granted on a rotating basis.

10.4.1 Prime Time Vacation. Nurses may make requests for prime time summer (June - August) vacations. Requests shall be submitted by April 15 to the individual responsible for the scheduling of the unit and will be approved on a seniority basis by May 1, provided the operational needs of the Hospital are met. Requests can be made for vacation hours that will be accrued by the time the vacation occurs. Nurses may at the same time request second and third priorities for prime time vacations in the event their first choice is not available.

10.5 Maximum Accrual. Nurses are encouraged to take earned vacation annually; in any event, the nurse will not accumulate more than two (2) years' accrual of earned vacation.

10.6 Vacation Cash-Out. At the end of each calendar year, up to forty (40) hours of accrued vacation may be cashed out at the nurse's regular rate of pay (payable the second payroll in January of the following year), provided that forty (40) hours must remain in the nurse's vacation bank after the cash-out. Written requests for the cash-out of accrued vacation must be received by Human Resources not later than December 15 of the year for which the cash-out is requested. The request will be submitted on a cash-out form supplied by the Hospital.

## **ARTICLE 11 - HOLIDAYS**

11.1 Holidays. The following holidays are recognized for full-time and part-time nurses:

New Year's Day  
Presidents' Day

Labor Day  
Thanksgiving Day

Memorial Day  
Independence Day

Christmas Day

Nurses shall accrue paid holiday time off from the first hour worked based on the following schedule:

<u>Years</u>	<u>Accrual Rate Per Hour(based on full-time)</u>	<u>Annual Accrual Holiday Cap</u>	
0-4	.030750	64 hours	128 hours
5 +	.034625	72 hours	144 hours

11.2 Work on Holiday. Any nurse required to work on a holiday shall receive time and one-half (1 1/2) for hours worked on that holiday. A system of holiday sign-up shall be utilized within each nursing department. When conflicting requests for holiday time off are made, holiday work shall be rotated by the Hospital. At the nurse's option, stated prior to the holiday, a full-time or part-time nurse who works a holiday may also receive holiday pay for that day. If this option is not elected, the holiday will be banked as additional paid time off pursuant to Section 11.3.

11.3 Maximum Accrual. Nurses shall not accumulate more than two (2) years of accrued holiday pay (128 hours maximum, except for a maximum of 144 hours for nurses with six [6] or more years of service). Nurses shall receive their accrued holiday pay upon termination of employment with the Hospital provided the nurse gives the required notice of resignation (5.2) and the nurse has not been discharged for just cause.

11.4 Holiday Occurring During Vacation. If a holiday falls during a nurse's vacation period, the day will be recognized as a paid holiday and not a vacation day.

## **ARTICLE 12 - SICK LEAVE**

12.1 Accrual. Full-time and part-time nurses shall accumulate sick leave at the rate of eight (8) hours for each 173.3 hours worked (hourly accrual rate = .0462 per hour). The maximum accumulation of sick leave shall be limited to 720 hours per nurse. On January 1 of each year, nurses who have accrued seven hundred twenty (720) hours of sick leave will be credited with twenty-four (24) hours of additional vacation each year until the maximum is achieved.

12.2 Compensation. After completion of the introductory period, the first day of illness shall be compensated. Sick leave shall be paid only if the nurse is unable to work on account of a bona fide illness, injury or medical disability. In accordance with the Family Care Act, in the

event of a health condition of a nurse's child that requires treatment or supervision, the nurse shall have access to all the sick leave that he or she has accrued for such purpose. In the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law or grandparent of a nurse, the nurse shall have access to all the sick leave that he or she has accrued for such purpose. Sick leave shall be paid at the nurse's regular rate of pay. Prior to payment of sick leave, the Hospital reserves the right to require reasonable proof of such illness or medical disability. If Worker's Compensation is received, such payment shall be deducted from sick leave payment.

12.3 Notification. Nurses shall notify the Employer at least two (2) hours in advance of the scheduled day shift and three (3) hours in advance of the scheduled evening or night shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day. The Hospital will consider the specific circumstances which prevented the nurse from complying with these notice requirements.

12.4 Abuse of Sick Leave. Nurses may be disciplined for a pattern of abuse or abuse of sick leave.

12.5 Medical and Dental Appointments. Required time for medical and/or dental appointments which cannot be scheduled outside the nurse's normal work schedule may be compensated. Scheduled appointments must be approved by the Department Manager five (5) days in advance.

12.6 Elective Surgery; Prior Notice. A nurse shall notify the Department Manager at least three (3) weeks in advance of scheduling elective surgery, but may be scheduled sooner if there are extenuating circumstances.

## **ARTICLE 13 - LEAVE OF ABSENCE**

13.1 Definition. A leave of absence is a period of time during which a nurse temporarily leaves the employ of the Hospital with the intention of resuming employment on a stated date during which the nurse receives no pay or benefits (unless specifically provided). A leave of absence begins on the first day of absence from work due to a serious health condition. The salary step and benefits accrued at the time of taking an approved leave of absence for twelve (12) months or less shall be reinstated upon return at the end of the approved leave. Except as otherwise required by law, neither seniority nor benefits shall accrue during a leave of absence.

13.1.1 Employment While on Leave. A nurse on an authorized leave of absence and found to be temporarily employed elsewhere without the specific prior written approval of Nursing Administration shall be terminated.

13.2 Request for Leave. All leaves are to be requested in writing as far in advance as possible stating all pertinent details, including the purpose of the leave, its duration, the date it is to begin and the date of return. A written reply to the request shall be given.

13.3 Personal Leave. After one (1) year of continuous employment, subject to approval by the Employer, a nurse may be granted up to six (6) weeks' leave for personal reasons without loss of benefits accrued to the date such leave commences.

13.4 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence of up to one (1) year without pay for study without loss of accrued benefits.

13.5 Maternity Disability Leave. Nurses returning from a Maternity Disability Leave, as provided by law, shall have the opportunity to return to the same unit, shift, and former full-time or part-time status unless that position does not exist due to layoff. In the event of layoff, the provisions of Article 6 shall apply.

13.6 Family and Medical Leave. As required by federal law, upon completion of one (1) year of employment, any employee who has 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 with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, 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 Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

13.7 Military Leave. Leave required in order for a nurse to maintain his/her status in the military will be granted in accordance with federal law.

13.8 Bereavement Leave. Upon completion of the introductory period, full-time and part-time employees may be absent on bereavement leave for up to twenty-four (24) hours (three (3) days) without loss of pay, in the case of death in the immediate family. An additional eight (8) hours for each five hundred (500) miles of travel (one way) shall be granted, not to exceed an additional sixteen (16) hours of bereavement leave. The term "immediate family" is defined as the employee's grandparent, parent, spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative living in the employee's household. A nurse shall be permitted to utilize accrued vacation time in order to allow the nurse to take a complete calendar week off. Additional leave without pay may be granted at the discretion of the Hospital.

13.9 Court Appearances. Full-time and part-time nurses who are called to serve on jury duty or as a subpoenaed witness in a federal or state court case in a professional nurse capacity directly related to employment by the Hospital shall be compensated by the Hospital for the days of jury or witness service for which they were regularly scheduled to work. Compensation for jury or witness service shall not exceed ten (10) days for full-time employees and is prorated for part-time employees. Pay shall be the difference between their jury duty or witness pay and their normal straight-time rate.

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

13.11 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave which would otherwise be earned. Leave without pay in excess of thirty (30) days shall result in the nurse's effective date of employment for seniority purposes being adjusted to reflect the period of leave and no benefits shall accrue.

13.12 Return from Leave. Unless otherwise specifically provided herein, nurses returning from an approved leave of absence shall be reassigned to their former position, if open. If the former position has been filled, the returning employee shall be assigned to the first available opening for which the nurse is qualified.

## **ARTICLE 14 - MEDICAL AND RETIREMENT BENEFITS**

14.1 Dental, Medical, Life Insurance. The Hospital will pay one hundred percent (100%) of the employee's medical, dental, vision and life premiums for nurses working 0.9 FTE or greater. The Hospital's payment of medical, dental, vision and life premiums for nurses working less than 0.9 FTE will be prorated in accordance with the nurse's FTE and plan eligibility. Nurses

receiving the benefit of a higher premium payment at the time of the ratification of this Agreement than would result from their premiums being prorated in accordance with his/her FTE will continue to receive that higher amount. Dependent coverage premiums are the responsibility of the employees. The Hospital will write off the balance of Sunnyside Community Hospital medical expenses after insurance has paid for eligible employees and their immediate families. This write-off is valid only on allowable charges and after the employee's annual deductible has been met.

14.2 Health Tests. The Hospital shall provide and the nurse shall satisfactorily complete any tests, examinations or procedures required by law for continued employment as a health care worker at no cost to the nurse. All nurses shall be permitted a routine blood examination (CBC), urinalyses, SMAC, mammogram, chest X rays, PSA and prostate exams performed at Sunnyside Community Hospital annually without cost when ordered by a physician.

14.3 Retirement Plan. The Employer will provide a retirement plan for employees of the Hospital. Retirement benefits and plan eligibility requirements for participation shall be defined by the Employer's plan.

14.4 Plan Changes. In the event the Employer modifies its current benefit plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) days prior to the intended implementation date.

## **ARTICLE 15 - EDUCATION**

15.1 Professional Responsibility. Each registered nurse is responsible for meeting individual continuing education needs and requirements.

15.2 Continuing Education. Subject to the Hospital's meeting or exceeding its approved budget, the Hospital will allow up to three hundred twenty-five dollars (\$325) per nurse each fiscal year for continuing education. Approval for reimbursement will be in writing and will be subject to the approval of the subject matter to be studied, proof of attendance, completion of the course, and commitment to conduct an educational offering at the Hospital based upon the course material. The Hospital will notify the Nursing Practice Committee of any freeze of these funds and the anticipated duration. A freeze will not affect prior approved programs. Nurses may apply for reimbursement for a program which would otherwise be approved, and will be reimbursed at the time the freeze is lifted or after four (4) months, whichever is sooner, so long as budget is achieved. Part-time nurses with less than a .5 FTE shall receive this benefit on a pro rata basis. Per diem nurses shall not be eligible for this benefit.

15.3 Professional Meetings. Professional meetings are defined as those which enhance the clinical skills of the nurse. Up to thirty-two (32) hours a fiscal year with pay shall be granted to full-time and part-time nurses, provided the request is approved by the Nursing Services Administrator or designee, for purposes of improving clinical knowledge and/or study in a different clinical area for the purpose of improved flexibility and versatility at the Hospital. In addition, up to three (3) unpaid days, without loss of benefits, may be granted for the same purposes. When the Hospital requests the registered nurse attend a specific meeting, the additional days with pay shall be granted. Coverage of the nursing units and staffing for Hospital requested meetings shall be the responsibility of the Nursing Manager. Use of the professional days at the Hospital's request does not prevent a nurse from requesting professional leave to attend courses and seminars of the nurse's own choice, subject to the approval by the Hospital. The Hospital may require the nurse to provide an inservice following the nurse's return from a professional offering. Educational programs planned and implemented by the Hospital will be advertised in the Hospital. Nurses participating in mandatory education classes will be paid for time in class as time worked. Nurses shall be required to attend mandatory classes/meetings, unless excused by the Employer prior to the meeting. Nurses may participate in optional programs on their own time in order to meet continuing education needs. Nurses required by the Hospital to attend inservice will be paid for time spent at the inservice and tuition will be paid by the Hospital.

15.4 Orientation. The Hospital will provide an orientation program for new nurses and inservice training programs for current staff. Inservice programs will be made reasonably available to all nurses.

## **ARTICLE 16 - NURSING PRACTICE COMMITTEE**

Recognizing the value of staff nurses' thoughts, ideas and problem solving abilities, the Hospital will create a Committee which will provide a formal mechanism to utilize their attributes. This Committee, known as the Nurse Practice Committee, will provide a forum where representatives of staff nurses can meet regularly with the Administrator, the Nursing Service Administrator, and other members of nursing management, in an attempt at early identification and resolution of nursing concerns and problems; and to work towards continual improvement in the quality of care provided by the Hospital and working conditions of the staff nurse. This early intervention philosophically emphasizes and underscores the nurses' and Hospital's belief that it is better to address issues at an early stage rather than to delay conversation and resolution. A Nurse Practice Committee will be established to include all Unit Directors, the Nursing Service Administrator, the Chief Executive Officer and an equal number of staff nurses from different areas of the Hospital for the purposes of reviewing and improving standards for nursing practice

and standard of care. This Committee shall also serve as a resource for problem solving and the development of alternatives when staffing and/or workload problems arise on a unit. The Committee will set an agenda and keep minutes of each meeting. Members will be expected to attend at least nine (9) of twelve (12) meetings, or membership will be forfeited. The Committee shall be advisory to nursing administration. Each Committee member shall be compensated for meeting attendance up to two (2) hours per month.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance and a final resolution of the matter. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the nurse.

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

Step 1.            Nurse and Immediate Supervisor.

If a nurse has a grievance, the nurse or the local unit officer shall first present the grievance signed by the nurse in writing to the nurse's immediate supervisor within thirty (30) calendar days from the date of the event which gave rise to the grievance. Upon receipt thereof, a meeting shall be scheduled with the supervisor, nurse and local unit officer (unless the nurses chooses not to use the local unit officer) for the purpose of attempting to resolve the problem. If the local unit officer is in attendance at the meeting, the Human Resource Director or designee shall attend the meeting. The immediate supervisor shall respond in writing to the nurse and the local unit officer within fourteen (14) calendar days following receipt of the written grievance, or the meeting, whichever occurs last.

Step 2.            Nurse and Nursing Service Administrator.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse and a local unit officer shall present the grievance in writing to the Nursing Service Administrator (or designee) within seven (7) calendar days of the immediate supervisor's written decision. A meeting between the nurse, local unit officer, the Human Resources Director or designee, and the Nursing Service Administrator (and/or designee) shall be held within ten (10) days for the purpose of resolving the grievance. The Nursing Service Administrator and/or designee shall issue a written reply to the nurse and the local unit officer within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Executive Officer and Association Representative.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Executive Officer (or designee) within fourteen (14) calendar days of the Nursing Service Administrator's Step 2 written decision. The Executive Officer (or designee) shall meet with the nurse, the Human Resources Director or designee, and an Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Executive Officer (or designee) shall issue a written response to the nurse and the local unit officer within fourteen (14) calendar days following the Step 3 meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Executive Officer (or designee). If the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to

add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a backpay award for any period earlier than the beginning of the pay period in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

## **ARTICLE 18 - MANAGEMENT RIGHTS**

The Association recognizes that the Employer has the obligation of providing the community with quality patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, maintain discipline, order and efficiency of its employees; to discipline, demote or discharge nurses for just cause, including the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel. The Association recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives

not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

#### **ARTICLE 19 - NO STRIKE COMMITMENT**

The parties to this Agreement realize that the Hospital provides 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, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown or other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

#### **ARTICLE 20 - GENERAL PROVISIONS**

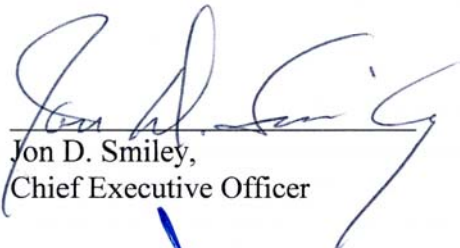
20.1 Interpretation of this Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or addendum hereto.

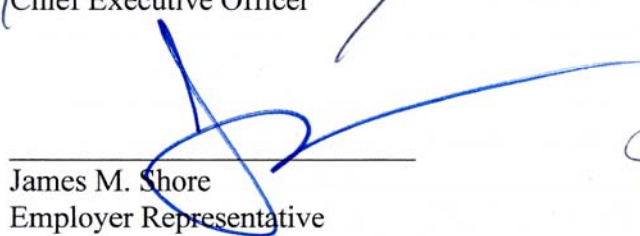
#### **ARTICLE 21 - DURATION**

This Agreement shall become effective November 1, 2008, and shall remain in full force and effect to and including the 31 day of October, 2011, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

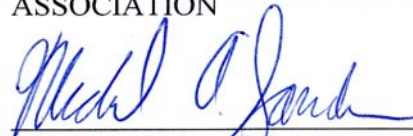
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10<sup>th</sup> day of November, 2008.

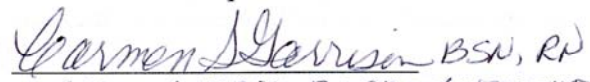
SUNNYSIDE COMMUNITY HOSPITAL

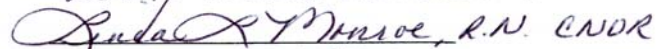
  
Jon D. Smiley,  
Chief Executive Officer

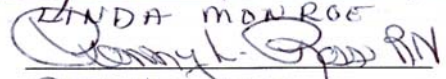
  
James M. Shore  
Employer Representative

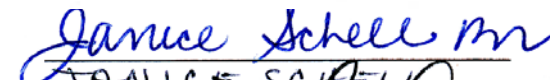
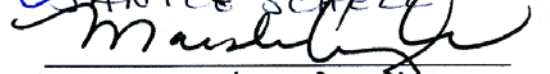
WASHINGTON STATE NURSES  
ASSOCIATION

  
Michael A. Sanderson  
WSNA Labor Representative

  
Carmen Garrison BSN, RN  
WSNA NURSE REPRESENTATIVE

  
LINDA MONROE, R.N. CNOR

  
PENNY ROSS  
RN

  
JANICE SCHELL  
  
marisela Aguilar

**ADDENDUM  
DRUG-FREE WORKPLACE**

**PURPOSE:**

Sunnyside Community Hospital considers the health, safety, and well-being of our employees and the customers we serve to be of utmost importance. It is our intent and obligation to provide a safe, secure, and drug-free work environment. As a healthcare provider we are committed to the well-being of those we serve and employ. Therefore, employee education and assistance are essential to this process. Employees needing help in dealing with drug and/or alcohol problems are encouraged to seek rehabilitation. This policy shall not be the basis for random drug and/or alcohol testing of any employee.

**POLICY:**

Employees are expected and required to report for work in appropriate mental and physical condition. Possession, use, or working under the influence of any substance that can adversely affect alertness, coordination, decision making, safety, or job performance will not be tolerated. Employees must, as a condition of employment, abide by the terms of this policy. Violation will result in disciplinary action.

**I. DEFINITION OF APPLICABLE TERMS:**

- A. DRUG FREE WORKPLACE:** Absence of unauthorized controlled substances and inappropriate use of drugs and/or alcohol.
- B. CONTROLLED SUBSTANCE:** All chemical substances or drugs listed in any controlled substances acts or regulations applicable under federal, state or local laws.
- C. DRUGS:** All prescription and over the counter narcotics or medications that are not controlled substances.
- D. ON THE JOB:** An employee is considered "on the job" when she/he is scheduled for duty and is on hospital property, including parking lots and all hospital locations including while driving or riding as a passenger in a hospital vehicle, and while conducting any hospital business.
- E. UNDER THE INFLUENCE:** An employee is considered to be under the influence if she/he has any measurable or detectable levels of drugs, controlled substance, or alcohol in her/his system, or her/his normal physical, mental abilities, or faculties have been affected by such substances.

**F. ESSENTIAL FUNCTIONS:** The fundamental job duties of the position held by the employee.

## **II. GUIDELINES:**

- A. The hospital does not condone the illegal use of drugs, controlled substances, or alcohol anywhere, anytime.
- B. Employees may not possess, consume, or be under the influence of alcohol, controlled substance, or drugs while on the job (except as provided otherwise in this section).
- C. Employees may not distribute, sell, or purchase drugs, controlled substances, or alcohol with the intent to abuse while on the job (except as appropriately authorized by Sunnyside Community Hospital or a Physician), even if the substance, which is the subject of sale or purchase, is not actually possessed on the job.
- D. An employee may use or be under the influence of prescription drugs when taken pursuant to a physician's orders or over the counter drugs when taken as appropriate only when there is no possibility that such use may impair the employee's ability to safely perform her/his job or such use may adversely affect her/his safety or patient safety or the safety of others. It is the employee's responsibility to be aware of the effects of any prescription or over the counter drugs that she/he may be taking, to be alert for any evidence or impairment, and to notify her/his supervisor in the event she/he experiences any impairment or to request rescheduling or temporary assignment.
- E. An employee may not possess, use or be under the influence of a controlled substance or alcohol while on the job, except when under, and in strict accordance with a physician's directions and when such use will not impair the employee's ability to safely perform her/his job, and when such use will not adversely affect her/his safety, patient safety or the safety of others.
- F. The hospital will take into account and may take any action it deems appropriate in response to conviction of a charge to illegal possession, use, distribution, purchase, or sale of any drug, controlled substance, or alcohol, where the hospital concludes that such conduct adversely affects the ability of the employee to perform her/his job.

## **III. TESTING FOR PROHIBITED SUBSTANCES:**

Consistent with the hospital's commitment to enforcement of this policy, testing for controlled substances, authorized drugs, or alcohol, shall be required of: (1) job applicants prior to placement of employees, (2) when there is reasonable cause or suspicion of impairment or policy violation following any pattern of job-related accidents for which the employee is culpable, and (3) employees returning to work while on a monitored treatment plan.

**A. REASONABLE SUSPICION AND POST ACCIDENT TESTING:**

- 1) Employees who are reasonably suspected by the employer of being under the influence of alcohol or another prohibited drug will be subject to testing.
- 2) Reasonable suspicion must be based on observable evidence, including but not limited to:
  - Observed alcohol or drug use while on the job.
  - Apparent physical and/or mental state of impairment as indicated by odor of alcohol, slurred speech, staggering walk, etc.
  - Pattern of on-the job accidents or motor vehicle offenses for which the employee is culpable .
  - Fights, assaults, and flagrant or repeated violations of established safety, security, or other operating procedures.
  - Incoherent mental state.
  - Marked changes in personal behavior.

**B. PROCEDURE:**

- 1) Before an employee can be requested to have a drug test, the recommendation, based on reasonable suspicion as indicated by specific observation must be approved by the Administrator, or in his absence, the Nursing Services Administrator, or designee if neither are available. Prior to confronting an employee, the employer will make every effort to insure the employee's behavior is observed by at least two individuals .
- 2) When an employee is asked to submit to testing she/he will be informed of the reason and will be informed that refusal is grounds for disciplinary action. An employee covered by a collective bargaining agreement shall be offered the attendance of a union representative. An employee may access the grievance procedure as outlined in the grievance policy.
- 3) Employees will be requested to execute forms, including consent forms, as appropriate. (See attachment A for form) Failure to do so will be deemed a violation of this policy and/or refusal to cooperate with the testing program.
- 4) An employee under reasonable suspicion or post accident, will be suspended with pay until test results are confirmed and verified.
- 5) In all circumstances of suspected impairment, the hospital will provide appropriate transportation to the drug testing site and then provide appropriate transportation for the employee to the employee's place of residence. If the

employee refuses to accept transportation and attempts to drive, the employee will be informed that authorities will be notified.

- 6) When a test result is positive the employee will be required to seek treatment through the following options: The Hospital Employee Assistance Program, Washington Health Professional Services, or other optional licensed substance abuse programs. Failure to comply and cooperate in full will result in termination.

**C. THE LABORATORY:**

The hospital will use an independent, NIDA certified laboratory for all testing.

**D. COLLECTIONS METHODOLOGY:**

All specimen collection and tests for drugs and alcohol will be performed in accordance with scientifically accepted analytical methods to ensure accuracy of drug test results, quality control over laboratory analysis procedures and the protection of privacy. All specimen collections will be handled by Occupational Health.

**E. SUBSTANCES TO BE TESTED:**

Testing may be conducted any, and all, but will not be limited to the following:

- |                  |                 |
|------------------|-----------------|
| - Alcohol        | - Meperidine    |
| - Amphetamines   | - Methadone     |
| - Barbiturates   | - Methaqualone  |
| - Benzodiazepine | - Opiates       |
| - Cannabinoids   | - Oxycodone     |
| - Cocaine        | - Pentazocine   |
| - Fentanyl       | - Phencyclidine |
| - Ketamine       | - Propoxyphene  |

**F. REVIEW AND REPORTING OF TEST RESULTS:**

Negative test results will normally be reported to the Human Resources Director or designee. Positive test results will be reviewed in a timely manner by an out-of-house Medical Review Officer (MRO). The hospital has designated a certified, out-of-house Medical Review Officer (MRO) who will provide an opportunity for employees to discuss positive test results, and who will review any available medical records to determine if a confirmed positive test resulted from something other than substance abuse. Only after this review will the MRO report test results to Human Resources.

**G. CONSEQUENCES OF A POSITIVE TEST RESULT:**

- 1) An employee who tests positive is subject to discipline which can include termination of employment. Recognizing that drug and alcohol abuse are treatable, employee's who enter into a treatment program will be granted medical leave and will be returned to work after successful completion of the treatment program. In those circumstances, the following will normally occur: The employee agrees to follow all recommendations made by the designated programs as applicable under state and federal law. The employee will be required to sign a return to work agreement and successfully complete any recommendations including aftercare (See attached return-to-work agreement).

**H. CONSEQUENCES OF A NEGATIVE TEST RESULT:**

If a test is negative, all documentation, including test results, will be removed from the employee's record and destroyed.

**IV. EMPLOYEE ASSISTANCE PROGRAM AND REHABILITATION:**

Because substance abuse is an impairment that can threaten the well being of our patients, employees and community, Sunnyside Community Hospital provides channels of assistance through an Employee Assistance Program (EAP). The EAP, an integral part of the hospital's DRUG-FREE workplace program, provides confidential assessment and referral to employees and their immediate family at no cost to the employee.

- A. Employees having alcohol and/or other substance related problems may voluntarily contact the EAP or other treatment programs directly.
- B. If a provider outside the EAP is utilized, some costs may be covered by insurance, but treatment is ultimately the employee's responsibility.

**V. CONFIDENTIALITY:**

Individual privacy will be maintained to the greatest degree possible consistent with operating needs.

- A. Test results will not be released without the written authorization of the tested individual other than to the testing lab, the MRO, the individual, Human Resources, the immediate Manager or designee and where required by law or subpoena to local, state, or federal authorities, and where the hospital considers release necessary or desirable to respond to claims or assertions made by the tested individual. Every effort will be made to prevent indiscriminate disclosure.

- B. Written records regarding drug testing and/or communication with the employee regarding substance use and/or rehabilitation will not become part of the employee's personnel file but will be secured and stored separately unless mutually agreeable by the individual and the Human Resources Director. These records shall be available to the employee for his/her review.
- C. The treatment program will discuss compliance issues only, not details of any recommendations, with Human Resources or the Manager following a referral, except where necessary to monitor compliance with a return to work agreement.
- D. The hospital will not release an employee's rehabilitation or test records to a subsequent employer unless the employee requests it in writing or releases are required by law.
- E. Any confirmed incident of illegal substance use or alcohol misuse will be reported to all licensing boards and credentialing bodies, as required if a practice issue is involved.

**VI. RESPONSIBILITY:**

Commitment to a DRUG-FREE workplace requires the cooperative efforts of everyone who works at Sunnyside Community Hospital.

- A. It is the responsibility of Sunnyside Community Hospital to monitor job performance. Managers will not attempt to diagnose the nature of the employee's problems, but will be alert to changes in behavior and will observe and document problems related to job performance and safety. Because of the hospital's strong commitment to a DRUG-FREE workplace, managers who knowingly disregard the requirements of this policy may be subject to disciplinary action.
- B. It is the responsibility of all Sunnyside Community Hospital employees to maintain an acceptable standard of job performance regardless of the underlying cause of circumstances. Employees with personal problems are encouraged to seek assistance before these problems affect job performance. Failure to correct unsatisfactory job performance or behavior will result in disciplinary action.
- C. Nothing in this policy shall eliminate or modify the hospital's right to discipline and/or terminate an employee for illegal or unauthorized drug, alcohol, or controlled substance use. Any changes to this policy must be ratified by the bargaining unit prior to implementation.

RETURN TO WORK AGREEMENT FOR

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The return to work agreement is a three way agreement which helps impress upon the nurse the importance of safe re-entry and protects job stability. It will also help prevent any misunderstandings as to the terms, conditions and time specified. The three parties who sign this contract are making a commitment to their part in the process of returning individuals to work.

I \_\_\_\_\_, have read, understood and agree to all of the terms of this Agreement, and fully understand that failure to comply with its terms may result in disciplinary action, up to and including termination of my employment.

I agree that:

1. I will abstain from the use of alcohol, and all other mind altering drugs.
2. I will enter and complete a chemical dependency treatment program and abide by the recommendations of that program regarding on-going treatment, aftercare and return to work.
3. I will maintain a regular work schedule that is mutually agreeable to all. This schedule must coincide with any restrictions in my Monitoring Program Contract. Stipulations regarding narcotic and medication access will be spelled out by my Monitoring Program Contract.
4. I will attend a minimum of one Alcoholics Anonymous, Narcotics Anonymous or other Twelve Step meetings each week for one year or as recommended by my case manager.
5. I will maintain an attendance verification record and submit that record to the designated employer representative on a \_\_\_\_\_ basis.
6. I will submit to random testing for drugs and alcohol when requested by my employer, work site monitor or case manager for as long as my case manager recommends.

The application of this agreement shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement.

By their signatures, the Employee, Employer and Work Site Monitor acknowledge that \_\_\_\_\_ has had the terms of this Agreement explained to him/her and that he/she has willingly agreed to them and that they have witnessed his/her signature on this agreement.

\_\_\_\_\_ Dated: \_\_\_\_\_  
Employee

\_\_\_\_\_ Dated: \_\_\_\_\_  
Employer

\_\_\_\_\_ Dated: \_\_\_\_\_  
Work Site Monitor

CONSENT AND RELEASE

I, \_\_\_\_\_ hereby give my consent to, and authorize, Sunnyside Community Hospital to perform any testing or medical procedures necessary to determine the presence and/or level of drugs in my body in accordance with the drug-free workplace addendum.

I further give my consent to release to Sunnyside Community Hospital or it's designated agents, the results of such tests performed in accordance with the drug-free workplace addendum.

I realize that my refusal to sign this form constitutes a violation of the drug-free workplace addendum and may result in disciplinary action up to and including termination.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

SUNNYSIDE COMMUNITY HOSPITAL

Letter of Understanding

**Incentive Bonus Days (I.B.D.) Program**

This Letter of Understanding is entered between Sunnyside Community Hospital and Washington State Nurses Association. All existing provisions of the contract will apply unless otherwise stated herein.

**Purpose:** To provide monetary incentives for more Registered Nurses to work extra shifts to meet patient care needs.

**Effective Date:** This Program will be implemented on the first (1st) schedule following ratification of the WSNA contract.

**Eligibility:** All full-time and regular part-time nurses shall be eligible for the Incentive Bonus Days Program (IBD). A per diem nurse who works thirty-six (36) hours in a work week (.9 FTE) will be eligible for this program if the per diem nurse picks up extra IBD shifts over and above the thirty-six (36) hours worked that week.

**IBD Program:** An Incentive Bonus Days (IBD) shift is an extra shift(s) that a nurse signs up for after the final monthly schedule is posted. All extra IBD shifts will be posted on the final schedule as a "need". IBD shifts will be assigned on a first come, first serve basis after the final schedule has been posted for at least twenty-four (24) hours. Requests for IBD shifts must be in writing (dated and timed) and submitted to the staffing clerk.

Per diem nurse will have the first opportunity to pick up extra shifts before the final schedule is posted. Once the final schedule has been posted, per diems may pick up open shifts but will not be allowed to "bump" regular nurses who have previously signed up for IBD shifts.

An IBD shift is paid at the nurse's applicable rate of pay plus six dollars and fifty cents (\$6.50) per hour incentive pay for each hour worked. If a nurse works six (6) or more IBD shifts in a pre-defined twelve (12) week period, the nurse will receive an additional six dollars and fifty cents (\$6.50) per hour for all hours worked on each IBD shift during that pre-defined twelve (12) week period. (This will equal a total of thirteen dollars (\$13) per hour for each IBD shift worked, if six [6] or more IBD shifts have been worked by a nurse in the pre-defined twelve [12] week period.) Incentive bonus hours will be paid on the nurse's regular payroll check, except for the second installment of IBD pay which will be paid at the end of the pre-defined twelve (12) week period on a separate check for those nurses who are eligible. The pre-defined twelve (12) week period will be determined by the Hospital with advance notification to the nurses.

**IBD Program - cont'd**

page 2

If at the end of the twelve (12) week period a nurse was low censused (or placed on low census standby) one of the six (6) scheduled IBD shifts, the nurse shall still be eligible for the additional six dollars and fifty cents (\$6.50) per hour for the five (5) shifts worked.

**Conditions:**

1. The nurse cannot work more than twenty-four (24) extra hours in a pay period unless pre-approved by either the Nursing Services Administrator, the Nurse Director or the Nursing Supervisor.
2. IBD shifts will be assigned according to above, subject to skills and competencies needed for the assignment.
3. A nurse working an IBD shift shall be the first to receive low census per Section 6.6.
4. Rest between shifts may be waived no more than two (2) times per pay period (7.6, 7.6.1).
5. A nurse shall not be eligible for the bonus unless the nurse works the nurse's scheduled shifts that work week, (i.e. If a nurse calls in sick on a regularly scheduled shift during a work week and the nurse has worked an IBD shift during that work week, the IBD shift shall be paid at the nurse's regular rate of pay). Exceptions are pre-scheduled approved absences, low census or standby. In units requiring mandatory call, the nurse must continue to meet the current minimum mandatory call requirements of the Unit.
6. Any nurse working a .9 or 1.0 FTE who reduces their FTE status will be ineligible for this IBD program for a period of seven (7) months following the reduction in FTE status.
7. To be eligible for IBD shifts, a nurse shall be current on all mandatory education requirements and certifications.
8. Any nurse who participates in the IBD Program will sign an Acknowledgement form acknowledging their understanding of the provisions of this Program (see attached).
9. The nurse working an IBD shift will receive their base pay plus BSN, certifications and any applicable shift differentials.

10. The prior incentive program ("circle days") shall be discontinued.
11. If a nurse calls in sick on an IBD day, the nurse shall not be eligible for sick leave for that day.
12. If a nurse chooses to work an IBD weekend shift, Section 7.7, Weekends, of the collective bargaining agreement shall not apply.
13. A nurse who signs up for an IBD shift may be required to float to work on another nursing unit during that shift.

SUNNYSIDE COMMUNITY HOSPITAL

**Incentive Bonus Days Program  
Acknowledgement Form**

I acknowledge that I have read and understand the contents of the Incentive Bonus Days Program. I also acknowledge, as a participant of the Program, that I will be responsible for adhering to the Program conditions.

Department for which you work:

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Employee Signature

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Date

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Print Your Name

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Managers: Return to Human Resources Department for filing in employee's personnel file.

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2008 - 2011

EMPLOYMENT AGREEMENT

By and Between

SUNNYSIDE COMMUNITY HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION