

2007-2010

EMPLOYMENT AGREEMENT

BY AND BETWEEN

[YAKIMA HMA, INC. D/B/A] TOPPENISH COMMUNITY HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

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2007-2010

EMPLOYMENT AGREEMENT

BY AND BETWEEN

YAKIMA HMA, INC. D/B/A/ TOPPENISH COMMUNITY HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between Yakima HMA, Inc. d/b/a/ Toppenish Community Hospital, Toppenish, Washington (hereinafter referred to as the “Employer” or the “Hospital”) and the General Duty Nurses, Charge Nurses and Resident Nurses employed by the above named Hospital, represented by the Washington State Nurses Association (hereinafter referred to as the “Association”). The purpose of this Agreement is to promote equitable employment relations to achieve the mutual goal of providing improved patient care.

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Association as the representative for all Registered Nurses employed by the Hospital as resident nurse, staff nurse or charge nurse, excluding clinical managers and other supervisors as defined in the National Labor Relations Act.

ARTICLE 2 - ASSOCIATION SECURITY

2.1 **Membership.** All nurses who are members of the Association at the time of the signing of this Agreement and all nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing. Any nurse who is a member of the Association may, upon the termination of this Agreement, voluntarily withdraw from the Association by giving written notice to the Association by certified mail within fifteen (15) days prior to the expiration date of this Agreement.

2.1.1 **New Hires and Current Non-Members.** Nurses who are not members of the Association on the date this Agreement is ratified and nurses hired after the effective date of this Agreement shall have ninety (90) days from the date of ratification or their date of hire, whichever is later, to notify the Association in writing by certified mail of their intention not to join the Association. Such notice must be postmarked during the ninety (90) day period and sent to the Association’s office with a copy sent to the Hospital’s Human Resources Department. In the event the current non-member or the newly hired nurse fails to exercise this option within ninety (90) days, then that nurse shall be required to become and remain an Association member in good standing within sixty (60) days from the end of the ninety (90) day period from the date of ratification or hire for newly hired nurses.

2.1.2 Membership in Good Standing . Maintenance of membership in good standing is defined for purposes of Section 2.1 and 2.1.2 as the tendering of Association dues on a timely basis. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing as required by Section 2.1 and 2.1.2. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause.

2.2 Payroll Deduction. The Hospital shall deduct Association dues from the nurse's pay upon written authorization from the individual nurse. Dues shall be transmitted to the office of the Association on a monthly basis.

2.3 Hold Harmless. The Association agrees to defend, indemnify, and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of the Hospital's discharge of a nurse in accordance with the provisions of Article 2.1 or for or on account of any deduction made from the wages of a nurse under Article 2.2.

2.4 Rosters. Within thirty (30) days after the execution of this Agreement and monthly thereafter, the Hospital shall provide the Association and the local unit chairperson or designee a roster of nurses in the bargaining unit. The list shall include names, addresses, employee identification numbers, phone numbers, unit, shift, FTE, rates of pay, seniority date and most recent date of hire into the nurse's bargaining unit. Any designee shall be previously identified in writing to Human Resources. Delivery may be by electronic mail.

2.5 Local Unit Chairperson. The Association shall have the right to select a local unit chairperson from among employees in the bargaining unit and agrees to promptly notify the Hospital of the identity of the person selected. Association business performed by the unit chairperson, including the investigation of grievances, will be conducted during non-working hours (e.g., rest periods, lunch periods, and before and after shift). Such activity shall not take precedence over the requirements of patient care. The Employer may, at its option, pay the local unit chairperson for time spent in discussing a grievance with management. Human Resources shall provide the names, address and telephone number of all registered nurses at the time of new employee orientation.

2.6 Bulletin Board. The Hospital shall provide time clock bulletin board space for posting of notices of Association activities. Such materials will be signed by a designated local unit representative and a copy given to the Human Resources representative or designee prior to posting.

2.7 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for educational, business and contract vote meetings of the local unit, with or without Association staff present, provided sufficient advance written request for meeting facilities is made to the Human Resources representative or designee and space is available.

2.8 Notification and Orientation. The Hospital shall provide fifteen (15) minutes at the end of new nurse orientation for the local unit representative to introduce new nurses to the

Association and the Association's contract. The Association is responsible for providing new nurses with a copy of the collective bargaining agreement. The Hospital will provide newly hired nurses with a copy of Article 2 "Association Security" within thirty days from the date of hire. The Hospital will provide the local unit chairperson with the orientation schedule one week in advance. The Hospital agrees to provide the local unit chairperson with an employee roster every thirty days. The Hospital shall provide the Local Unit Chairperson with the name, address, telephone number and date of scheduled orientation of any newly hired nurses within fifteen (15) days of hire.

2.9 Personal Data. Nurses shall keep the Hospital informed of any changes in their addresses and telephone numbers.

ARTICLE 3 - DEFINITIONS

3.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than twelve (12) months; or, a Registered Nurse who is returning to practice with no clinical training or experience within the past six (6) months or longer. A resident nurse shall be assigned as a team member under the supervision of more experienced nurses, shall be responsible for the direct care of a limited number of patients and shall not be given assignments for which they have not been properly trained or oriented. Residency shall be between three (3) months and twelve (12) months in duration, unless the Manager and the nurse mutually agree otherwise. Resident nurses shall be hired at the base rate. Wage progression shall be based upon the nurses date of hire.

3.2 General Duty Staff Nurse. A Registered Nurse who is responsible for the direct and/or nursing care of the patient.

3.3 Charge Nurse. A Registered Nurse who is assigned the duties for the responsibility of an organized unit for a shift. On units and shifts where there is a regularly assigned charge nurse, in the absence of the charge nurse, the Hospital will assign a relief charge nurse or identify a supervisor to handle the charge nurse duties. No nurse shall be required to perform the duties of a charge nurse without receiving the charge nurse premium. Charge nurse duties shall be understood as duties which the assigned charge nurse performs that the staff nurse does not perform when the charge nurse is present (other than patient assignments).

3.4 Full-Time Nurse. Full time status is held by all nurses who regularly work forth (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day work period or nurses who regularly work three twelve-hour shifts totaling thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours in a fourteen (14) day work period..

3.5 Part-Time Nurse. Part-time status is held by all nurses who regularly work less than forty (40) hours within a seven (7) day period or eighty (80) hours per fourteen (14) day period, or, for nurses working twelve-hour shifts, less than thirty-six (36) hours within a period, or, for nurses working twelve-hour shifts, less than thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours in a fourteen (14) day period.

3.6 Per Diem Nurse. A Registered Nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented work force. Such nurses shall

receive a sixteen percent (16%) premium above the contract base rate of pay in lieu of any other benefits, except shift differential, weekend premium, certification pay, BSN premium, and worked holiday premium.

3.7 Preceptor Nurse. A preceptor is a regular full time or part-time nurse who is selected by the Hospital to participate in the planning, organizing, teaching and evaluating the new skill development for resident nurses, staff nurses and six quarter YVCC students and ICNE students during Home Health Rotation or other nursing students when there is no instructor on premises. Preceptors must demonstrate clinical expertise and patient care, communication and leadership skills and interpersonal relationships and be able to teach these skills in a close one to one relationship with resident nurses. Preceptors are assigned by the Hospital to a designated nurse resident on a consistent basis. Nurses who are precepting will have those additional responsibilities considered in their work assignment and, whenever possible, will be consulted before residents are promoted to staff nurse. Preceptor pay will be paid to those who provide relief to the preceptor per shift of eight (8) or more hours in duration. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Hospital.

3.8 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate [Article 6], shift differential when the nurse is regularly scheduled to work in the evening or night shift [Article 7.1], BSN/MSN recognition [Article 7.5], certification pay [Article 7.5], charge pay when the nurse is regularly assigned as charge [Article 7.7] and the wage premium in lieu of benefits for nurses selecting the optional method of compensation.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 Workday. A standard work day shall consist of eight (8) hours work to be completed in eight and one-half (8 1/2) consecutive hours with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. If the nurse is unable to leave the unit, or is not effectively relieved of her duties, then overtime shall be paid for the meal period. Other innovative work days and work periods may be utilized with mutual agreement in writing between the Hospital, the individual nurse, and with prior written notice to the Local Unit Chairperson.

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

4.3 Innovative Scheduling. 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. Existing innovative schedules authorized by the Hospital include (1) three 12-hour shifts with thirty-six (36) hours of pay and full-time insurance benefits; (2) four 10-hour shifts. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule that was in effect prior to the innovative schedule, after at least thirty (30) days' advance notice to the nurse.

4.4 Overtime. Any time actually worked beyond the standard or innovative work day or the standard or innovative work period shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift and if authorized by the Clinical Manager or Administrative Nursing Supervisor. Overtime pay shall begin as of the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minutes.

4.4.1 When a nurse works more than four (4) hours after completing their regular eight (8) hour shift, additional consecutive hours shall be paid at double time (2x). Nurses who work a regular shift of ten (10) or twelve (12) hours, shall receive double time (2x) after fourteen (14) consecutive hours.

4.4.2 Use of EIT. OR and PACU nurses who work four (4) or more hours of callback during the night shift (11:00 p.m. – 7:00 a.m.) and are scheduled to report for regular shift before 12:00 p.m. the following day, shall be allowed to utilize EIT pay to cover an absence during the following shift to ensure the nurses are not working under conditions of severe exhaustion.

4.5 Time Paid For But Not Worked. Time paid for but not worked shall count as time worked for purposes of computing anniversary dates, seniority and benefits.

4.6 Rest Periods. Nurses shall receive a fifteen (15) minute rest period on the Hospital's time for each four (4) hours of working time. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

4.7 Schedules and Weekend Duty. Unless mutually agreed otherwise by the Hospital and employee, the Hospital shall schedule all regular full-time and part-time nurses for every other weekend off. When a full-time or part-time nurse works on the scheduled weekend off, all time worked on that weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The Hospital shall determine and post monthly work schedules fourteen (14) days prior to their effective date.

The weekend shall be defined for day and evening shift nurses as Saturday and Sunday, and for night shift nurses as Friday and Saturday night. No nurse shall be required to work in excess of six (6) consecutive days, unless the nurse agrees otherwise. Established schedules may be amended by mutual agreement at any time.

The Hospital and the Association agree that there will be a transition period of two months in the first year of this contract as weekend schedules are adjusted to every other weekend off. The Hospital will use its best efforts to effect a smooth and rapid transition, but the parties recognize that it may not be possible during the transition for every nurse to have every other weekend off. Therefore, no time and one-half (1 and ½) will be due for consecutive weekend duty during the two month transition period unless a nurse is required to work three consecutive weekends.

Where operation needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule nurses who have been employed, who have requested not to work weekends to reduce weekend schedules by order of seniority.

4.8 Temporary Reduction in Patient Census or Surgical Schedules. When advised of reductions in patient census or surgical schedules, nurses may be given time off without pay on the day scheduled, provided such is agreeable with the Hospital.

4.9 Work on Day Off. Full-time nurses who are requested by the Hospital to work and agree to work on their day off will be paid at one and one-half (1 ½) times their regular rate of pay.

4.10 Low Census. In order to cover low census periods, the Hospital will implement a low census release schedule as set forth below. Seniority, PTO and EIT benefits shall accrue for low census hours and callback hours. Nurses who take low census may use accrued PTO during periods of low census.

- (a) agency and non-guaranteed travelers;
- (b) overtime, wherever possible;
- (c) volunteers;
- (d) per diem nurses;
- (e) return to authorized hours (FTE);
- (f) mandatory reductions in hours worked by regular nurses, rotated on an equitable basis, which, insofar as practical, shall be assigned on the basis of inverse seniority. A guaranteed traveling nurse (employed on a contract basis for a defined period of weeks) shall participate in the rotation of low census with other regular nurses. When a guaranteed traveling nurse is subject to low census, the nurse may be assigned other work off the unit, provided no regular nurse is low census as a result of this assignment. The Hospital reserves the right to adjust the order of implementation of low censused time based on required skill levels and operational requirements of the Hospital. Inadvertent failure to follow this procedure will be corrected as soon as possible.
- (g) Nurses with twenty-five (25) years or more seniority may elect not to participate in low census rotation.

The parties agree to discuss issues of excessive low census in conference committee upon the reasonable request of either party, and the Hospital further agrees to provide data on all RN low census hours in advance of the conference committee meeting.

4.11 Rest Between Shifts. Each regular full-time and regular part-time nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed upon between the nurse and the Hospital. If the nurse returns in less than ten (10) hours, the first eight (8) hours shall be paid at one and one-half (1 ½) times the regular rate and any subsequent hours

shall be paid at twice the regular rate. This does not apply when the shift change is at the request of the nurse or by nurses receiving on-call/callback or due to attendance at non-mandatory meetings.

4.12 Work in Advance of Shift. When a nurse, at the request of the Hospital, agrees to and does report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times (1 ½) the regular rate of pay.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Review Period. The first three (3) months of employment shall be a review period. After three (3) months of continuous employment (520 hours for part-time nurses), the nurse shall be considered a regular employee, unless specifically advised by the Employer in writing of an extended review period not to exceed an additional three (3) months. The Hospital retains the right to terminate nurses during the review period without notice or pay in lieu of notice. Nurses on review period status are not required to give two (2) weeks' notice of intention to terminate.

5.2 Notice of Resignation. Regular nurses should give at least three (3) weeks' written notice of resignation. If a regular nurse gives at least two (2) weeks' notice but less than three (3) weeks' notice, she shall be paid only half of her PTO pay upon termination. If a regular nurse gives less than two (2) full weeks' notice, she will lose any accrued PTO pay upon termination, unless the nurse is unable to give more than two (2) weeks' notice.

5.3 Probationary Period. If a regular nurse's work performance is unsatisfactory, the nurse shall be placed on performance review by the Clinical Manager in writing, explicitly stating the reasons for such probation. The nurse's supervisor will counsel with the nurse during the performance review, and will specify what the nurse must do in order that the nurse's performance may be deemed satisfactory. 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 Clinical Manager. Status shall not be affected by the review period.

5.4 Discipline and Discharge for Just Cause. The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective nurse-management relations. A Registered Nurse shall only be disciplined or discharged for just cause. A written record of the charges forming the basis for a disciplinary action shall be made available to the affected nurse at the time the action is taken. Any disciplinary action taken against a nurse shall be appropriate to the behavior which precipitated the disciplinary action.

To this end, in order of increasing severity, the system of progressive disciplinary actions which the Employer may take against a nurse include:

1. Verbal warning
2. Written reprimand
3. Suspension
4. Termination

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

5.5 Layoff. The following definitions and procedures shall govern during any layoff of bargaining unit nurses.

A. DEFINITIONS:

1. Seniority. "Seniority" shall mean a nurse's continuous length of service as a full-time or part-time nurse from the nurse's most recent date of hire as a Registered Nurse. A nurse shall have no seniority for the first three (3) months of employment, or the probationary period whichever is longer, but upon successful completion of this probationary period, seniority shall be retroactive to the date of hire. If a full-time or part-time nurse changes her/his status to that of a per diem nurse or moves into a non-bargaining unit position and later returns to full-time or part-time status without a break in service, the nurse will not lose credit for time spent as a full-time or part-time nurse but will not receive seniority credit for time spent as a per diem nurse or in a non-bargaining unit position.

2. Layoff. "Layoff" is defined as a mandatory reduction in the number of nurses employed by the Employer for an indefinite period of time or a mandatory reduction in a nurse's scheduled hours (FTE), a change in shift or the partial elimination of innovative work schedules on a unit. A partial elimination of innovative work schedules shall be limited to situations in which the innovative schedules of three (3) or fewer nurses on a unit are changed. If more than three (3) nurses' innovative schedules are changed, the restructure procedure outlined in Section 5.5.1 shall apply..

3. Qualified. "Qualified" shall mean the ability to independently provide safe, direct patient care and delegation to other care providers for the standard caseload on the unit with up to two (2) weeks of orientation/ retraining.

4. Comparable Position. For purposes of evaluating a displaced nurse's bumping options, a "comparable position" means a position within a .1 FTE of the nurse's current position.

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

B. PROCEDURE:

1. Layoff Procedure. In the event the Hospital determines a layoff to be necessary, the Hospital shall identify the unit(s), shift(s), and position(s) that will be subject to layoff/reduction as follows:

a. Notification. The Hospital will give at least one week advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff.

The Association and the Hospital shall continue to meet at reasonable intervals until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

b. Bumping Rights. Subject to the provisions hereof, and provided that patient care needs and operational needs of the Hospital are met, Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:

- A Displaced Nurse may bump into the Comparable Position of the least-senior nurse in the Hospital.
- If the “available” Comparable Position of the least senior nurse in the Hospital is a position for which the nurse is not qualified, the position of the next least senior nurse holding a comparable position shall be made available for bumping.

c. Seniority List. The Hospital shall provide a seniority roster of all Bargaining Unit nurses to the Local Unit Chairperson and the Association. This roster will identify every nurse’s seniority, unit, shift and FTE.

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

5.6 Restructure of Staff. Restructure of staff may occur when two (2) or more units merge or consolidate, when the FTE complement on a unit is reconfigured or changed, or if elimination of innovative schedules not covered by Section 6 2 occurs on a unit (e.g. 12-hour staffing to 8 or 10-hour staffing, or vice versa). The Employer will give the Association and the Local Unit Chairperson or designee at least seventy-two (72) hours’ advance written notice of restructure. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized to accomplish the restructure. A local unit chairperson, or designee, shall be present when, in accordance with the following procedures, new position assignments are made by the Hospital. The specific method by which nurses are provided with their options may vary depending on the circumstances. All affected full-time and part-time nurses will be given at least fourteen (14) days’ written notice in advance of the implementation date of the change in the structure of the unit. In the event the Employer determines that a reallocation of staff is necessary, the following procedure will be followed:

5.6.1 The Employer will eliminate all existing positions on the units to be restructured.

5.6.2 The Employer will determine and post the number of full-time and part-time FTEs by shift required for the new or restructured unit. The posted positions shall be identified by unit, shift and hours per pay period. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

Least Senior Position Roster. If the restructured unit results in fewer positions after the restructure than existed prior to the restructure, the Employer shall provide a listing made up of the positions held by the least senior nurses in the bargaining unit, including any vacant positions, sufficient to bring the number of available positions after the restructure up to the number of positions on the restructured unit(s) prior to the restructure. (For example, if a unit has thirty [30] positions prior to a restructure and twenty-five [25] after the restructure, the Employer would identify the five [5] least senior nurses' positions [including vacant positions] in the bargaining unit.)

5.6.3 By seniority, nurses may choose from the positions available on the restructured units) or from a position on the Least Senior Position Roster for which the nurse is qualified. Nurses bumped off the Least Senior Position Roster may bump into the position of the least senior nurse in the bargaining, unit for which the nurse is qualified. Nurses who are not able to bump shall be laid off with recall rights.

5.7 Recall. In the event of a layoff, the names of such nurses relieved from duty shall be placed upon a reinstatement roster for a period of one (1) year from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a comparable position. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, and the regular staff employee on such roster shall be first reinstated provided competence and ability are not overriding factors. Upon reemployment from such roster within twelve (12) months, the nurse shall retain all previously accrued and unused benefits as well as seniority. A nurse shall not accrue benefits or seniority while on layoff.

5.8 Loss of Seniority /Recall Rights. Seniority shall be lost if the nurse is not recalled from layoff within twelve (12) months. Nurses shall be terminated from the Hospital and will forfeit their right to recall, as well as their seniority, only for one of the following reasons:

1. Voluntary termination;
2. Discharge for just cause;
3. Failure to report from layoff within fourteen (14) days if the nurse is required to provide such notice to an interim employer or within three (3) days if the nurse is not employed elsewhere after receiving written notification of a Comparable Position;
4. Failure to keep the Hospital informed of current address while on layoff status;
5. A nurse who declines a recall to a Comparable Position.

5.9 Use of Laid Off Nurses. Nurses on layoff who are qualified and who have notified the Hospital in writing of a desire to be assigned extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to per diem nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

5.9.1 Request to Work Additional Shifts. Full-time or part-time nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to perform the work normally performed by a per diem nurse.

5.10 Personnel Information. Personnel records will be maintained for each nurse. Information contained in the personnel record will include among other information relevant to the nurse's employment: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. A Human Resources representative will be in attendance. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination (whether quit, discharge or retirement), change in employment status, and leaves of absence, shall be in writing with a copy given to the nurse. The nurse will be given a copy of any material placed into the nurse's file after the effective date of this Agreement at the time the material is placed in the file. Upon request, a nurse will be given a copy of any material in the employee's personnel file that is relevant to the nurse's concerns without charge. Additional copies will be at the nurse's expense. Scheduled hours for the human resources representative will be posted on the human resource office door.

5.11 Evaluations. Evaluations are to be prepared and presented prior to the completion of the first ninety (90) days of employment and no less than annually thereafter. The number and acuity level of patients assigned to a nurse will be considered in the nurse's performance appraisal. When such a formal written appraisal is carried out, the nurse shall be made aware of the appraisal and shall signify, in writing, awareness of the appraisal. If the nurse disagrees with the appraisal, the nurse may object in writing to the appraisal, and such objection shall be retained by the Hospital with the appraisal. Performance appraisals will include peer review if requested by the nurse or the supervisor 60 days prior to the date the evaluation is due.

A nurse who has made a written response to his/her evaluation setting forth objective reasons for the nurse's disagreement with the evaluation may, if the evaluation is not changed as requested, utilize the first two steps of the grievance procedure to review the evaluation. Only the final revised evaluation, if revision is made, will be retained in the nurse's personnel file. A nurse shall receive a copy of the evaluation when presented.

5.12 Contract. Newly hired nurses will be provided this Agreement by the local unit chairperson. The costs of printing such Agreement shall be borne by the Association.

5.12.1 The Hospital will notify the local unit chairperson of each newly hired nurse and the nurse's assignment at the time the nurse commences work.

5.13 Personnel Vacancies and Posting. All vacancies shall be posted for a minimum of five (5) days in locations where notices for nurses are normally posted, prior to selection. Currently employed nurses shall be given consideration for all vacant positions. When qualifications for such vacancies are equal, seniority shall be the determining factor. When shift changes or staff promotions are being made and qualifications are equal, seniority shall be the determining factor.

5.14 Orientation. Newly hired resident nurses shall receive orientation under direction of an experienced nurse. A nurse will not be required to float for a minimum of two (2) months from date of hire or until completion of residency, whichever is longer. During the nurses' initial orientation to the Hospital, each nurse will be scheduled up to four (4) hours on each unit to

which the nurse may be required to float later. Nurses shall not be assigned to a unit for which they have not been appropriately oriented. Request for special orientation may be granted when scheduling permits.

5.15 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 issued, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as possible.

5.16 Floating. Floating shall be defined as the reassignment of a nurse to work her or his scheduled shift, or any part thereof, on a unit other than the unit to which the nurse is scheduled.

It is understood that nurses may be required to float to different areas of the Hospital from time to time. Nurses may not be required to float into areas or perform tasks unless they have received appropriate orientation or training which allows them to perform the tasks which the nurse is assigned safely. Nurses on a unit shall be floated in an equitable rotation based on who has floated most recently. Subject to required skill levels and operational requirements of the Hospital, full-time and part-time nurses shall not be required to float if per diem nurses, agency nurses, non-guaranteed traveling nurses or nurses in overtime status are concurrently working on their unit. The Hospital will make a good faith effort to avoid assigning a nurse to work in more than two (2) units on a particular shift.

ARTICLE 6 - WAGES

6.1 Wage Increases. The following hourly wage shall be effective as of the dates indicated:

Effective August 1, 2007, employees will receive a four percent (4%) increase.

Effective the first full payroll period on or after August 1, 2008, employees will receive a three percent (3%) increase. In year two, a new step 14 (in lieu of old step 15) and a new step 16 at 3% above the new step will be added.

Effective the first full payroll period on or after August 1, 2009, employees will receive a three percent (3%) increase.

6.1.1 Wage Schedule.

| <i>Effective Date</i> | <i>8/1/07</i> | <i>8/1/08</i> | <i>8/1/09</i> |
|-----------------------|---------------|---------------|---------------|
| Years | 4% | 3% | 3% |
| Base | \$23.19 | \$23.89 | \$24.60 |
| 1 Year | \$23.83 | \$24.54 | \$25.28 |
| 2 Year | \$24.61 | \$25.34 | \$26.10 |
| 3 Year | \$25.34 | \$26.11 | \$26.89 |
| 4 Year | \$26.10 | \$26.89 | \$27.69 |
| 5 Year | \$26.87 | \$27.68 | \$28.51 |

| <i>Effective Date</i> | <i>8/1/07</i> | <i>8/1/08</i> | <i>8/1/09</i> |
|-----------------------|---------------|---------------|---------------|
| 6 Year | \$27.73 | \$28.56 | \$29.41 |
| 7 Year | \$28.52 | \$29.37 | \$30.25 |
| 8 Year | \$29.37 | \$30.25 | \$31.16 |
| 9 Year | \$30.26 | \$31.17 | \$32.11 |
| 10 Year | \$31.16 | \$32.09 | \$33.06 |
| 12 Year | \$32.25 | \$33.22 | \$34.21 |
| 14 Year | \$32.25 | \$34.42 | \$35.45 |
| 15 Year | \$33.42 | \$34.42 | \$35.45 |
| 16 Year | \$33.42 | \$35.45 | \$36.51 |
| 18 Year | \$34.37 | \$36.46 | \$37.56 |
| 20 Year | \$35.40 | \$37.56 | \$38.68 |
| 25 Year | \$36.46 | \$38.68 | \$39.84 |
| *27 Year | \$37.55 | \$39.84 | \$41.04 |
| 30 Year | \$38.68 | \$41.04 | \$42.27 |

6.2 Date of Implementation. Wage increases, longevity steps and all other changes in compensation provided for in this Agreement will be implemented the first day of the pay period following the increase.

6.3 Recognition of Previous Experience. Nurses hired during the life of this Agreement shall be given full credit for recent experience when placed on the wage schedule.

Recent experience shall be defined as nursing experience in an approved health care setting as determined by the Hospital. It shall remain the prerogative of Hospital to establish at which step in the schedule to place newly hired nurses in all other circumstances. Placement in the wage schedule based on previous experience has no impact on the accrual of benefits, determining seniority, or computing time for awards of recognition.

6.4 Longevity Step Increases. Longevity step increases for all full-time and part-time nurses will be effective the first full pay period following the nurse's anniversary date.

ARTICLE 7 - PREMIUM PAY

7.1 Shift Differential. First pay period following ratification:
\$2.15 evenings – 3:00 p.m. to 11:00 p.m., increasing to \$2.25 on August 1, 2008.
\$3.15 nights – 11:00 p.m. to 7:00 a.m., increasing to \$3.25 on August 1, 2008.

7.2 Standby/On Call. Standby/on call shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour. A communication device shall be available for Registered Nurse personnel on call. Effective August 1, 2008, stand-by on the holidays identified in Article 8.8 shall be paid at the rate of four dollars (\$4.00) per hour.

7.3 Callback. Any time worked in callback including callback from low census during otherwise regularly scheduled hours shall be compensated at the rate of time and one-half the regular rate, and shall be paid in addition to any pay entitled for standby call.

When called back, the nurse shall receive time and one-half (1 1/2) pay for any time actually worked with a three (3) hour minimum. Callback pay on a holiday shall be in addition to straight time holiday pay. OR nurses called back and not on call shall receive double time for those hours actually worked.

7.4 Report Pay. Nurses who report for work as scheduled shall receive a minimum of four (4) hours of work at the straight time rate. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1 1/2) hours in advance of the scheduled shift not to report to work. Documented attempts to reach the nurse will be recorded by the Employer.

7.5 BSN/MSN & Certification Pay. Nurses having a BSN, MSN or Certification through ANA will receive one dollar (\$1.00) per hour

7.6 Preceptor Pay. Nurses who are assigned the role of preceptor will receive a premium of one dollar and twenty-five cents (\$1.25) per hour. Effective August 1, 2008, preceptor pay shall be one dollar and thirty-five (\$1.35) per hour.

7.7 Charge Pay. Nurses who are assigned by their department manager or designee as a Charge Nurse (or relief charge nurse) will receive a premium of one dollar and fifty cents (\$1.50) per hour. Effective August 1, 2008 the charge pay shall be one dollar and seventy five cents (\$1.75). Nurses who are assigned permanent charge duties shall receive this premium as part of their base rate of pay.

7.8 Weekend Premium. A staff Registered Nurse working on a weekend shall receive three dollars (\$3.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend shall be defined for day and evening personnel as Saturday and Sunday, for night personnel the weekend shall be defined as Friday and Saturday night. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations.

ARTICLE 8 - PAID TIME OFF

Nurses shall accrue Paid Time Off and Earned Illness time in lieu of Vacation, Holiday time off, and Sick Leave under the following terms and conditions:

8.1 Method of Payment. Paid Time Off (PTO) is paid at the nurse's base wage, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay and/or other premium pay or allowances.

8.2 Eligibility. Regular full-time and part-time nurses are eligible to use PTO, to the extent accrued, after the first three (3) months of employment. PTO may be used for personal

time off or time off taken by an employee due to illness, injury or the illness of a qualified family member (as defined in Article 9.2).

8.3 Accrual. PTO is accrued from the beginning date of employment according to the following schedule for full-time nurses.

| <u>Years of Service</u> | <u>8 Hour Days per Year (FT RNs)</u> | <u>Hours per Year (FT RNs)</u> | <u>Hours per Pay Period (FT RNs)</u> | <u>Accrual Rate</u> |
|-------------------------|--------------------------------------|--------------------------------|--------------------------------------|---------------------|
| 0 - 4 yrs | 23 | 184 | 7.0769 | .0885 |
| 4 + - 10 yrs | 28 | 224 | 8.6154 | .1077 |
| 10+ - 11 yrs | 33 | 264 | 10.1538 | .1269 |
| 11 + - 13 yrs | 34 | 272 | 10.4615 | .1308 |
| 13+ - 15 yrs | 35 | 280 | 10.7692 | .1346 |
| 15 + - 17 yrs | 36 | 288 | 11.0769 | .1385 |
| 17+ - 19 yrs | 37 | 296 | 11.3846 | .1423 |
| 19+ years | 38 | 304 | 11.6923 | .1462 |

Part-time nurses receive a share of the schedule based on actual hours worked (regular and overtime hours, but excluding standby) but not more than the full-time rate each pay period.

8.3.1 Maximum Accrual. Nurses are expected to use at least eighty (80) hours of PTO per year. It is also recommended that nurses reserve at least fifty-six (56) hours of PTO to cover emergencies. Except as provided below, at the end of each calendar year, a nurse may not have greater than three hundred (300) hours of PTO in the nurse's PTO account. Hours in excess of three hundred (300) as of December 31 shall be removed from the nurse's account. All nurses' pay stubs shall indicate the current PTO balance.

8.3.2 Accruals in Excess of Three Hundred (300) Hours. If a nurse is unable to use sufficient PTO to bring his/her account below three hundred (300) hours because he/she has had two (2) or more PTO requests denied, the nurse may carry over those hours which were requested off into the next year.

8.4 Termination PTO Pay. The nurse who leaves the employment of the Employer after at least one (1) year of employment and after giving the required three (3) weeks' written notice, as identified in this Agreement, shall be entitled to payment for any PTO benefits which have been accrued.

8.5 PTO Cash Out During Continued Employment. Once annually, nurses may cash out up to eighty (80) hours of PTO which shall be paid at the nurse's rate of pay at the time the request is made.

8.6 PTO Donations. If an employee of the Hospital suffers a serious injury or illness, as determined by the Employer, nurses may donate PTO time to the sick/injured employee,.

8.7 PTO Scheduling. A nurse desiring to utilize PTO shall request the desired PTO as far in advance as is reasonable, but not less than four (4) weeks before the work schedule is posted.

The nurse will be notified in writing a reasonable time before the requested PTO whether the PTO is approved. A nurse will be paid no more than her accrued PTO. In the case of conflicting requests for PTO, seniority shall prevail; seniority shall not affect approved PTO. Nurses requesting to schedule PTO over 60 days in advance will be notified in writing at least thirty (30) days in advance of the requested PTO whether their request is approved.

8.8 Holiday Pay. Nurses required to work on New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day shall be paid one and one-half (1 1/2x) the nurse’s regular rate of pay for all hours worked on the holiday. For nurses working the night shift (11-7), holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Night nurses shall be paid for hours worked on change of daylight saving time.

8.9 Rotation. It is agreed that holiday work shall be rotated within each unit to the extent possible as determined by the nurse’s supervisor.

8.10 Holiday Time Off. Holiday prime time is three days prior to, and the three days after the following holidays: July 4, Thanksgiving, Christmas. Seniority shall prevail with regard to holiday prime time for nurses on the same holiday rotation.

ARTICLE 9 - EARNED ILLNESS TIME

9.1 Earned Illness Time Accrual. Nurses shall accrue Earned Illness Time (EIT) as follows:

| <u>Years of Service</u> | <u>Accrual Rate per Paid Hour</u> | <u>Maximum Accrual Hours per Pay Period</u> | <u>Full-Time Hours/Year</u> | <u>8 Hour Days per Year</u> |
|-------------------------|-----------------------------------|---|-----------------------------|-----------------------------|
| 0 + | .03462 | 2.77 | 72 | 9 |

9.2 Use of EIT. Upon completion of three (3) months of employment, EIT may be used following the first complete regular shift missed (8, 10 or 12 hours) due to illness of the nurse, the nurse’s minor child, or immediately upon hospitalization, immediately upon occurrence of an on-the-job injury and immediately for invasive surgeries performed in a doctor’s office with resultant time loss.

EIT may also be used by the nurse to care for herself/himself or qualified family members in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) as the law may be amended from time to time, or other applicable law or regulation, presently including the following situations: (a) Absences to care for employee’s child who has a health condition requiring treatment or supervision, (b) Absences to care for the employee’s spouse, parent, parent-in-law or grandparent, who has either a serious health condition or an emergency condition.

9.3 Verification. Verification by a treating Health Care Provider (including Employee Health Nurse) may be required-when taking PTO/EIT of three (3) consecutive work days or longer.

9.4 Recurrent Illness. If a nurse returns from EIT/PTO and must be absent again within ten (10) calendar days for the same condition that justified the taking of EIT/PTO under Section 9.2, the nurse may access EIT pay as if the condition had resulted in consecutive absences.

9.5 Notice. It is a nurse's responsibility to keep the department head apprised of the status, but not the specific nature, of the nurse's condition and expected date of return.

9.6 Maximum Accrual. The maximum accrual of EIT shall be nine hundred sixty (960) hours. Upon request, the nurse's director shall provide nurses with their EIT balances.

9.7 Notification of Absence from Work. All nurses shall notify the Hospital at least three (3) hours in advance of shift, if they will be off.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 General Provisions. All leaves are to be requested through the Clinical Manager in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital. One day of leave without pay may be taken by the nurse with the mutual agreement of the Clinical Manager without prior authorization in writing.

10.2 Maternity Leave. Maternity Leave shall be granted for up to six (6) months, after one year's employment, without pay or less of benefits. Maternity leave of absence shall conform with the General Provisions for leaves of absence with the following additions and/or exceptions:

1. The beginning date of a maternity leave shall be determined by the physical requirements of the position and recommendation of the nurse's physician.
2. As soon as pregnancy becomes known, a nurse shall be required to present the Clinical Manager with a signed statement from the physician showing (a) expected date of delivery, and (b) the physician's opinion concerning the length of time the nurse will be able to continue employment in the nurse's present position.

10.3 Military Leave. Military leave shall be granted so that the nurse may maintain status in the military reserve. Leave shall be granted without pay and without loss of benefits accrued to the date such leave commences and shall not be considered part of annual PTO time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay.

10.4 Educational Leave. After one year of continuous employment, permission may be granted for leave of absence without pay for study without loss of accrued benefits.

10.5 Paid Professional/Education Time. After one (1) year of continuous employment, full-time nurses shall be allowed up to forty (40) hours of paid educational leave per fiscal year. Such leave shall be subject to scheduling requirements of the Hospital, approval by the Hospital of the subject matter to be studied, and certification of attendance and/or completion of the course. Such time may be used on an hourly basis. Regular part-time nurses shall be allowed a pro rata share of the forty (40) hours based on their officially authorized schedule.

10.5.1 Approved Nursing Education Courses. Nurses who request to attend approved nursing education courses shall do so in writing sixty (60) days in advance of the course. If the Hospital denies the request, it shall be in writing and give the reason for the denial.

Full-time nurses may be reimbursed up to one hundred fifty dollars (\$150.00) per fiscal year to attend approved nursing education courses within the nurse's practice areas. Part-time nurses may receive a pro rated amount based on his/her FTE.

10.6 Tuition Assistance. All nurses covered by this Agreement who have completed three months of satisfactory employment, are scheduled to work twenty (20) or more hours per week, and maintain regular status while enrolled, may avail themselves of the benefit of tuition assistance according to the Hospital's tuition Assistance policy. The Hospital reimburses 100% of the nurses tuition paid up to \$1,500 per fiscal year for courses at an accredited institution that relate to the employee's current position or one for which he/she is preparing or being considered. Employees must obtain a passing grade of "C" or its equivalent and remain employed at the hospital for a minimum of one year. Terminated employees must repay a pro-rated share of the tuition, unless an exemption due to hardship is granted by the Hospital in its sole discretion..

10.7 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time nurses) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse/domestic partner, brother, sister, child or grandchild (including any child living in the employee's household), son-in-law, daughter-in-law, mother-in-law, and father-in-law.

10.8 Extended Illness Leave. After one year of employment, leave of absence may be granted without pay for health reasons upon recommendation of a physician for a period of up to six (6) months without loss of accrued benefits. The employee will pay all premiums for health insurance and retirement benefits during this leave unless otherwise required by law. Nothing herein shall derogate from an eligible employee's rights under the federal Family and Medical Leave Act, including the right to have the Hospital continue paying the employee's health insurance (for the period provided by law) and the right, under certain circumstances, to take leave on an intermittent or reduced leave basis.

10.9 WSNA Convention and/or Collective Bargaining Meetings. Up to three (3) days' leave without pay may be granted, provided the number of nurses wishing to attend does not jeopardize the Hospital service. Nurses may utilize accrued PTO to cover work time lost due to attendance at negotiations.

10.10 Jury Duty and Subpoenaed Witness. Nurses called to serve on jury duty or as a subpoenaed witness in a professional capacity as an employee of the Hospital shall be compensated by the Employer for the difference between their jury duty pay and their regular rate of pay. Time spent in any combination of work, jury duty, or as a witness, shall not exceed the nurse's normal work day.

10.11 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment. When a nurse returns from a leave with pay the Hospital will make a good faith effort to return the nurse to the same position and status held when starting the leave of absence provided the nurse can satisfactorily perform the nurse's old position and status. If the position is not open, the nurse will be entitled to the first available position for which the nurse is qualified.

10.12 Leave Without Pay. An approved 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 PTO pay or EIT credits which would otherwise be earned. Leave without pay for a period 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, specifically agreed to by the Hospital, unless otherwise provided by law. The salary step and benefits accrued at the time of taking an approved LOA for 12 months or less are regained by the employee upon return at the end of the approved leave.

Nurses returning from an approved leave of thirty (30) days or less shall be reassigned to their former position. The period in which the nurse's job and shift is guaranteed may be extended upon mutual agreement between the nurse and the Hospital.

Nurses returning from an approved leave of more than thirty (30) days shall be assigned 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.

10.13 Washington Family Care Act. Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*), an employee shall have access to vacation and sick leave in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health and/or emergency condition.

ARTICLE 11 - HEALTH PROGRAM

11.1 Health Benefits. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time nurses shall be eligible for coverage under the Hospital's health benefit program providing medical, dental and vision benefits, subject to plan eligibility requirements. For purposes of health benefits eligibility, nurses who work .8 FTE and above will be treated as full-time. The health benefit program shall be the same health benefit program that is provided to all other employees at the Hospital.

11.2 Life Insurance and Disability Plan. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time nurses shall be eligible for coverage under

the Hospital's Life Insurance, Optional Life Insurance, Dependent Life Insurance and Long-Term Disability Plan, subject to plan eligibility requirements. The Life Insurance and Disability Plan shall be the same as for all other employees at the Hospital.

11.3 Physical Examination and Test. All nurses shall be permitted routine blood examinations (i.e. CBC), pap smear, mammogram, urinalysis and PSA annually without cost when ordered by a physician.

11.4 Worker's Compensation. All nurses shall be covered by State Worker's Compensation and Medical Aid.

11.5 Retirement. The Health Management Associates retirement program is available to all nurses, subject to eligibility requirements. The Retirement and Matching Plans shall be the same Retirement program that is provided to all other employees within the Hospital..

11.6 Plan Changes. In the event the Hospital modifies its current plans or provides an alternative plan(s), the Hospital will review the plan changes with the Association prior to implementation. The Hospital shall notify the Association at least forty-five (45) days prior to the intended implementation date and will meet during this period with representatives of the Association upon request.

ARTICLE 12 - NO DISCRIMINATION

The Hospital and the Association and employees shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, gender or sexual orientation. Through this Agreement, where the term "he" or "she" is used, it shall be applied to members of either gender. The Hospital and the Association agree upon the principle of equal opportunity to prevent discrimination in the delivery of health care because of race, color, religion, national origin, age, or sex. Step 4 of the grievance procedure shall not apply to this article.

ARTICLE 13 - COMMITTEE

There shall be established a permanent Conference Committee to facilitate mutual understanding in regard to the interpretation and implementation of this Agreement.

Members of this Committee shall be three (3) representatives of administration, including the Director of Nurses, and three (3) elective representatives of the nurses covered by this Agreement. The Committee shall meet as necessary and meetings may be requested by any member of the Committee.

ARTICLE 14 - INSERVICE

14.1 In-service Programs. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the Conference Committee. Such

programs shall be consistent with the standards established by the Joint Commission on Accreditation of Hospitals.

14.2 Mandatory Attendance. When in-services are posted, the Hospital will indicate whether attendance is mandatory. Time spent at mandatory in-services shall be considered as work time.

14.3 Orientation to Other Units. Nurses may request to be oriented to other units. Such orientation shall consist of a temporary assignment to the unit in which the nurse is being oriented. The length of such assignment is dependent upon the workloads and needs of the institution and shall be reasonably calculated to orient the nurse to the unit, after consultation with the nurse affected. Nurses will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained.

ARTICLE 15 - GRIEVANCE PROCEDURE

In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the nurse's manager. Grievances arising under this Agreement shall be handled in the following manner with failure at any step to meet specified deadlines to be evidence of satisfactory conclusion. However, should the Hospital fail to meet a specified time line, the grievance may be deemed by the Association to have been rejected.

Step 1: Nurse and Immediate Supervisor. The nurse shall present the grievance in writing to the nurse immediate supervisor within eighteen (18) days of the nurse's knowledge that a grievance exists or of the date the nurse should have had knowledge that a grievance exists. The immediate supervisor shall respond in writing within ten (10) days of receipt of the written grievance.

Step 2: Nurse, Association Representative and Chief Nursing Officer. If the matter is not resolved above to the nurse's satisfaction, the nurse shall reduce the grievance to writing and shall present same to the Chief Nursing Officer within ten (10) days of the immediate supervisor's decision. The Chief Nursing Officer shall arrange a meeting between the Chief Nursing Officer, the grievant, and a representative of the Association within ten (10) days after the receipt of the grievance. The Chief Nursing Officer shall issue a written reply within ten (10) days after the meeting.

Step 3: Administrator and WSNA Representative. If the matter is not resolved to the nurse's satisfaction, the grievance shall, within ten (10) days, be referred in writing to the Hospital Administrator or designee and WSNA representative, who shall meet within ten (10) days for the purpose of resolving the problem. The Hospital Administrator or designee shall issue a written response within fourteen (14) days of the meeting.

Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to arbitration within thirty (30) days following the response from the Hospital Administrator. The

Hospital and the Association shall attempt to agree on an arbitrator. If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. 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 and shall only consider the grievance based upon the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator 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 the witnesses called by the other party.

Grievances may be submitted by the Association at the third step of the grievance procedure. The Association and the Hospital may mutually agree in writing to extend any of the above time periods.

ARTICLE 16 - MANAGEMENT RIGHTS & RESPONSIBILITIES

The management of the Hospital and the direction of the work force is vested exclusively with the Hospital subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Hospital in accordance with such policies and procedures as it from time to time may determine. The Hospital has the right and responsibility, except as modified in this Agreement, to control, change, and supervise all operations, and to direct, assign, and re-assign as the Hospital deems necessary to provide quality patient care. Such rights and responsibilities shall include, by way of illustration, but not limited to, the selection and hiring of employees, discipline, supervision, layoff, promotion, demotion, or transfer of employees, establishment of work schedules, control and regulation of the use of all equipment and other property of the Hospital. Application of this Article shall not preclude use of the grievance procedure as established in this Agreement.

ARTICLE 17 - SEPARABILITY

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

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

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

The Employer and the Association realizing that a Hospital is different in its operation from industries because of type of service rendered to the community, and for humanitarian reasons agree that there shall be no lock-outs on the part of the Employer nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, sympathetic picketing, work stoppages, or work slowdowns, and that all disputes will be settled as hereinafter provided. Nurses violating this Article shall be subject to immediate discharge.

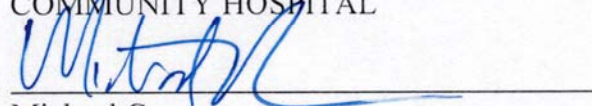
ARTICLE 19 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall become effective on August 1, 2007 and shall continue in effect to and including July 31, 2010. Written notice to negotiate a new Agreement shall be given ninety (90) days prior to July 31, 2010.

Signed this 24th day of August, 2007.

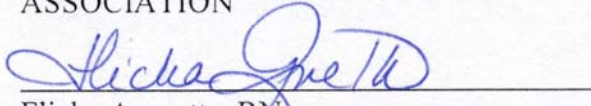
Signed this _____ day of July, 2007.

HMA YAKIMA D/B/A TOPPENISH
COMMUNITY HOSPITAL

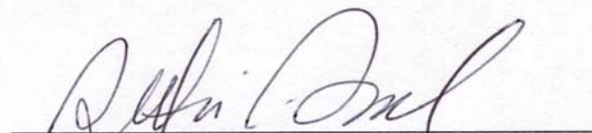


Michael Curran
Chief Executive Officer

WASHINGTON STATE NURSES
ASSOCIATION



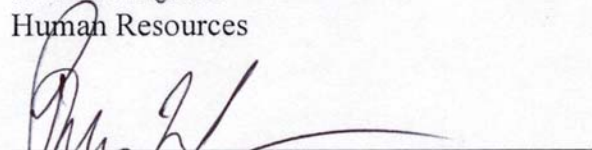
Flicka Arquette, RN
Local Unit Chairperson



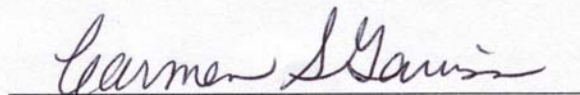
Stefanie Durand
Human Resources



Linda S. Machia
WSNA General Counsel



Paula L. Lehmann
Employer Representative



Carmen Garrison, RN
WSNA Nurse Representative