

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

**UNITED GENERAL HOSPITAL
Skagit County Public Hospital District 304**

and

WASHINGTON STATE NURSES ASSOCIATION

June 1, 2008 -- May 31, 2011

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION 8

 1.1 Bargaining Unit..... 8

 1.2 Accretion..... 8

ARTICLE 2 - ASSOCIATION MEMBERSHIP..... 8

 2.1 Association Membership 8

 2.1.1 Exception8

 2.2 Religious Exemption..... 9

 2.3 Dues Deduction..... 9

ARTICLE 3 - NONDISCRIMINATION 9

 3.1 No Employment Discrimination..... 9

ARTICLE 4 - ASSOCIATION REPRESENTATIVES 9

 4.1 Access to Premises..... 9

 4.2 Local Unit Chairperson..... 10

 4.3 Rosters 10

 4.4 Bulletin Board..... 10

 4.5 Distribution and Introduction of Agreement 10

 4.6 Meeting Rooms..... 10

ARTICLE 5 - DEFINITIONS 10

 5.1 Staff Nurse 10

 5.1.1 Resident Nurse10

 5.2 Unit Charge Nurse 11

 5.2.1 Charge Nurse Assignments.....11

 5.3 Full-Time Nurses 11

 5.4 House Charge Nurse 11

 5.5 Part-Time Nurses 11

 5.6 Per Diem Nurses 11

 5.6.1 Per Diem Pay11

 5.6.2 Seniority & Benefits12

 5.6.3 Communication of Availability12

 5.6.4 Work/Availability Requirements12

 5.6.5 Review of FTE Status13

 5.7 Per Diem Seniority..... 13

 5.8 Wage Premium in Lieu of Benefits 13

 5.9 Preceptor 13

 5.10 Overriding Factors 13

ARTICLE 6 - PROBATION AND TERMINATION 14

 6.1 Probation..... 14

 6.2 Notice of Resignation 14

6.3	Discipline and Discharge	14
6.4	Progressive Discipline	14
6.5	Administrative Leave.....	14
6.6	Discharge	14
6.7	Pre-Determination Meeting	14
ARTICLE 7 - HOURS OF WORK AND OVERTIME		15
7.1	Workweek and Workday	15
7.2	Innovative Work Schedule.....	15
7.3	Definition of Overtime.....	15
7.4	Overtime Computation	15
	7.4.1 Eight-Hour Nurses	16
	7.4.2 Twelve-Hour Nurses.....	16
7.5	Mandatory Overtime.....	16
7.6	Paid Time.....	16
7.7	Callback	16
7.8	Meal and Rest Periods	16
	7.8.1 Twelve (12)-Hour Shifts.....	16
7.9	Weekends.....	16
7.10	Work on Day Off	17
7.11	Rest Between Shifts.....	17
	7.11.1 Ten (10) Hour and Twelve (12) Hour Shifts	17
7.12	Work Schedules	17
7.13	Shift Rotation.....	17
7.14	Consecutive Work Days	18
7.15	Work in Advance of Shift.....	18
ARTICLE 8 -- COMPENSATION.....		18
8.1	Wage Rates	18
	8.1.1 Additional Steps.....	18
8.2	Salary and Benefit Computation.....	18
8.3	Recognition of Previous Experience.....	19
8.4	Unit Charge Nurse Premium.....	20
	8.4.1 House Charge Nurse Premium.....	20
8.5	Standby Pay	20
	8.5.1 Surgical Services Standby.....	21
8.6	Shift Differential	21
	8.6.1 Calculation of Shift Differential	21
8.7	Certification/BSN Premium.....	21
8.8	Preceptor Pay	21
8.9	Floating Premium	21
ARTICLE 9 -- LOW CENSUS/FLOATING.....		21
9.1	Low Census.....	21
9.2	Report Pay.....	21
9.3	Rotation of Low Census	22

9.4	Floating to Other Units/Departments.....	22
9.5	Limitations on Mandatory Low Census.....	22
9.6	Option to Float in Lieu of Low Census	22
9.7	Floating Guidelines.....	22
ARTICLE 10 - - ANNUAL LEAVE		23
10.1	Accrual.....	23
10.2	Scheduling	23
10.2.1	First Requested, First Approved	24
10.2.2	May to October	24
10.2.3	November to April	24
10.2.4	Holidays	24
10.2.5	Long Range Vacation Planning	24
10.3	Pay	24
10.4	Payment Upon Termination.....	24
10.5	Work on Holidays.....	25
ARTICLE 11 - - SICK PAY		25
11.1	Accumulation.....	25
11.2	Notification	25
11.3	Discipline for Abuse	25
11.3.1	Documentation.....	25
11.3.2	Future Documentation	26
11.3.3	Falsifying Documentation.....	26
11.4	Use of Sick Leave	26
11.5	Worker's Compensation	26
11.6	Excessive Absenteeism.....	26
ARTICLE 12 - - SENIORITY, LAYOFF AND RECALL		26
12.1	Seniority	26
12.2	Election of Layoff.....	26
12.3	Layoff Determinations	27
12.4	Layoff.....	27
12.4.1	Definitions.....	27
12.5	Layoff Procedure	28
12.5.1	Vacant Positions Posted.....	28
12.5.2	Notice/Meeting	28
12.5.3	Seniority Roster	28
12.5.4	Identification of Affected Positions	29
12.5.5	Bumping Rights	29
12.6	Nurses May Choose Layoff	30
12.7	Use of Laid Off Nurses.....	30
12.8	Use of Paid Leave	30
12.9	No New Hires	30
12.10	Recall	30
12.10.1	Notice of Recall	30

12.10.2	Two-Weeks' Report Time	31
12.10.3	Restoration of Seniority and Benefits	31
12.11	Disputes Regarding Qualifications	31
12.12	Loss of Seniority	31
ARTICLE 13 - - LEAVES OF ABSENCE		31
13.1	Requests for Leaves	31
13.2	Parenting Leave	31
13.2.1	Family and Medical Leave.....	32
13.3	Military Leave.....	32
13.4	Domestic Violence Leave	32
13.5	Study Leave	33
13.6	Education Leave Available	33
13.6.1	Education Leave Defined.....	33
13.6.2	Budgeting	33
13.6.3	Employer-Mandated Education/Training Leave Time	34
13.7	Health Leave	34
13.8	Jury Duty.....	34
13.9	Personal Leave.....	34
13.10	Bereavement Leave.....	34
13.11	Paid Leave.....	35
13.12	Unpaid Leave	35
13.13	Worker's Compensation	35
13.13.1	Reinstatement of Seniority/Benefits	35
13.14	Required Court Appearance.....	35
ARTICLE 14 - - EMPLOYMENT PRACTICES.....		35
14.1	Personnel Files	35
14.2	Job Posting	36
14.2.1	Training Positions	36
14.3	Meetings and In-services	37
14.4	Employee Facilities.....	37
14.5	Travel	37
14.6	Personnel Action Forms.....	37
14.7	Orientation	37
14.8	Payroll Records.....	37
14.9	Performance Evaluations	37
14.10	Mileage	38
ARTICLE 15 - - HEALTH AND INSURANCE BENEFITS.....		38
15.1	Health Insurance	38
15.1.1	0.6 FTE Status or More.....	38
15.1.2	0.5 FTE Status.....	38
15.1.3	Dependent Coverage.....	38
15.1.4	Changes to Medical Insurance Plan.....	38
15.2	TB Tests	39

15.3	Health Tests	39
15.4	Life Insurance	39
15.5	LTD Insurance	39
ARTICLE 16 - - RETIREMENT PLAN		39
16.1	Retirement Plan.....	39
ARTICLE 17 - - COMMUNICATIONS		39
17.1	Conference Committee	39
17.2	Nurse Practice/Committee	40
17.3	Nurse Involvement.....	40
ARTICLE 18 - - NO STRIKE - NO LOCKOUT		40
18.1	No Strike - No Lockout	40
ARTICLE 19 - - GRIEVANCE PROCEDURE		40
19.1	Definition	40
19.2	Step 1 - Nurse and Program Manager/Director	40
19.3	Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive	41
19.4	Step 3 – Superintendent and Association Representative.....	41
19.5	Step 4 - Arbitration	41
19.6	Provision of Information.....	42
ARTICLE 20 - - STAFFING		42
20.1	Nurse Staffing Committee	42
20.2	Staffing.....	42
20.3	Staff Development	42
ARTICLE 21 - - GENERAL PROVISIONS		42
21.1	Savings Clause	42
21.2	Past Practices	43
21.3	Wage and Benefit Minimums	43
21.4	Changes to be in Writing	43
ARTICLE 22 - - MANAGEMENT RIGHTS & RESPONSIBILITIES		43
22.1	Management Rights	43
ARTICLE 23 - - TERM OF AGREEMENT		43
23.1	Duration and Renewal	43
APPENDIX A		40
APPENDIX B		40
APPENDIX C		42

APPENDIX D-1 45

APPENDIX D-2 47

MEMORANDUM OF AGREEMENT REGARDING “REAL TIME”
RETIREMENT CONTRIBUTIONS 49

MEMORANDUM OF AGREEMENT REGARDING PRECEPTOR TRAINING 50

MEMORANDUM OF AGREEMENT REGARDING
AUDIT PRIOR EXPERIENCE CREDIT 51

Joint Statement

United General Hospital (“United”) and the Washington State Nurses Association (“WSNA”) hereby issue this Joint Statement regarding our mutual interest and our intentions for working together in the future with mutual respect and cooperation.

United and WSNA share the following interests and mutual goals:

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

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

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

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

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

Dated this ____ day of _____, 2008.

**SKAGIT COUNTY PUBLIC HOSPITAL
DISTRICT NO. 304, d/b/a
UNITED GENERAL HOSPITAL**

**WASHINGTON STATE NURSES
ASSOCIATION**

By _____
Greg Reed, Superintendent

By _____
Diane Marsh, RN, Local Unit Co-Chair

By _____
Fran Gray, Chief Nurse Executive

By _____
Mary Rogers, RN, Local Unit Co-Chair

By _____
Cindy Hamming, Director of Acute Care
& Psychiatric Services

By _____
Denise Dragovich, RN, Grievance Officer

By _____
Tammy Gentry, Director of Emergency
Services & ICU

By _____
Linda Machia, WSNA General Counsel

By _____
Tracie Skrinde, Director of Human Resources

By _____
Steve Queen, HRIS/Benefits Administrator

REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 304, d/b/a UNITED GENERAL HOSPITAL (hereinafter referred to as the "Employer," Hospital" or "United"), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the "Association").

PREAMBLE

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

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and Per Diem registered nurses employed by the Employer as Resident Nurse, Staff Nurse, and Charge Nurse, subject to the provisions of Article 1.2, excluding head nurses and other supervisors and all other employees.

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

ARTICLE 2 - ASSOCIATION MEMBERSHIP

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

2.1.1 Exception: Notwithstanding the provisions of Sections .1 and 2.2 of the Agreement, the parties agree that those nurses employed on May 3, 1997 who were not members of the Association at that time shall have the option of remaining non-members and shall have no

obligation to pay dues or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such a nurse join the Association after this Agreement is ratified, the nurse shall comply with Sections 2.1 and 2.2 thereafter.

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

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of those nurses covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by nurses is set forth as Appendix "A" to this Agreement. Deductions will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

ARTICLE 3 - NONDISCRIMINATION

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no unlawful harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, veteran or marital status, disability, or any other characteristic protected by applicable state or federal law. No nurse shall be discriminated against for lawful Association activity.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

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

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

4.3 Rosters. Twice a year (in the months of January and July) by an Excel spreadsheet attachment to an email, the Employer shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, address, employee identification number (the last four digits of the social security number), unit, shift, FTE, rate of pay, date of hire and adjusted date of hire (for nurses who have been rehired).

On the fifteenth day of each month, the Employer shall provide the Association with a list of all nurses covered by this Agreement who were hired and/or terminated during the previous month. The Employer shall also provide the Association with a list of all employees who transferred from non-bargaining unit positions into positions covered by this Agreement or transferred from bargaining unit positions to non-bargaining unit positions during the previous month. These lists shall contain the same information as provided with the semi-annual list.

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

4.5 Distribution and Introduction of Agreement. The Employer shall distribute a CD-ROM of this Agreement, an Association membership application, an Association Introduction Letter if requested by the Association and a payroll deduction form to all newly hired nurses at the time of hiring. The cost of printing and providing to the Employer such CD-ROM and forms shall be initially borne by the Association. Upon request, the Employer shall reimburse the Association for one-half of the reasonable cost of producing the Agreement on CD-ROM. The Employer agrees to contact the WSN Nurse Representative to request additional CD-ROMs of the Agreement when needed. During the orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses. Introduction of the Agreement shall be a standing agenda item at every orientation. The Employer shall provide the Local Unit Chairperson or designee with the names of newly hired nurses one week prior to the orientation of the new nurses.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit provided meeting room space is available.

ARTICLE 5 - DEFINITIONS

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

5.1.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six months (1,040 paid hours); or who is returning to practice with no current clinical training or experience. Such a nurse shall participate in training under the direction of a preceptor and shall be responsible for the direct care of limited numbers of

patients. Residency shall not exceed six (6) continuous months, unless extended for an additional three months when mutually agreed to by the Employer and the individual nurse involved.

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

5.2.1 Charge Nurse Assignments. The Employer shall assign a charge nurse for each shift in the following units: Medical-Surgical-Oncology (MSO), Senior Behavioral Health (SBH) and Emergency Department (ED). In addition, the Employer may assign charge nurse responsibilities to nurses in other units based on its assessment of patient care needs and the operating needs of the unit. Provided, however, as of June 1, 2008, nurses who hold charge nurse positions that were obtained through the posting process (Regular Charge Nurses) will continue to receive the charge nurse premium until such position is vacated.

5.3 Full-Time Nurses. Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

5.4 House Charge Nurse. A staff nurse functioning in a leadership role, providing direction and coordination of personnel and patients throughout the Hospital. A House Charge Nurse is a primary resource person and is familiar with the policies and procedures of the Hospital. A nurse designated as House Charge Nurse on day or evening shift will not receive a patient assignment to enable the nurse to assist other staff. The Employer shall designate a House Charge Nurse (who, on the night shift, may be a Unit Charge Nurse) whenever there is no supervisor or director physically present at the Hospital. The House Charge Nurse job description does not confer supervisory status.

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

5.6 Per Diem Nurses. Are nurses who are not assigned and FTE status. There are two classifications of Per Diem nurse at United General Hospital, Per Diem Nurse-I and Per Diem Nurse-II, based upon the nurse's required availability/work level (see, Subsection 5.5.4). Other provisions of this Agreement that refer to "Per Diem Nurses," shall apply to both Per Diem Nurse-I and Per Diem Nurse-II nurses.

5.6.1 Per Diem Pay. Per Diem Nurse-I nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement plus a fifteen percent (15%) wage differential. Per Diem Nurse-II nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement plus a twenty-five percent (25%) wage differential. All Per Diem nurses shall receive longevity increments and shall be eligible for standby pay, callback

pay, shift differentials, weekend premium pay, certification/BSN premium and premium pay for actual hours worked on a holiday in accordance with the applicable provisions of this Agreement.

5.6.2 Seniority & Benefits. Per Diem nurses (I or II) shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Except as provided in Section 5.7, a full-time or part-time nurse who transfers to Per Diem status or who takes a non-bargaining unit position with the Employer shall have his/her seniority “frozen” until such time as the nurse obtains another full-time or part-time position within the bargaining unit. A full-time or part-time nurse who changes to Per Diem status shall retain seniority and benefits pending return to regular status, but shall not accrue additional seniority while employed in Per Diem status. Seniority shall not apply while on Per Diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for benefit eligibility purposes.

5.6.3 Communication of Availability. By the 15th of each month, all Per Diem nurses shall provide the Staffing Coordinator with a completed Per Diem Availability Form (Appendix B) listing the days/shifts, if any, that the Per Diem nurse is available to work during the next 4-week schedule. Blank Forms will be available in Human Resources and the Staffing office. If the Per Diem nurse is not placed on the published schedule, the nurse shall not be required to continue being available for the identified date.

5.6.4 Work/Availability Requirements. All Per Diem nurses are encouraged to make themselves available as frequently as possible, including for weekend or evening/night shifts. Per Diem Nurse-I and Per Diem Nurse-II shall meet the following work/availability requirements:

A. Per Diem Nurse-I: In order to ensure that the nurses’ competencies and knowledge of the Employer’s protocols, etc. are minimally maintained, all nurses classified as a Per Diem Nurse-I are required to work at least one (1) shift (not including education, in-service or orientation shifts) per four (4) week work schedule.

B. Per Diem Nurse-II: A nurse classified as a Per Diem Nurse-II must meet the work requirements of a Per Diem Nurse-I and must also:

(1) Be able to demonstrate competence to function independently as a staff nurse in at least two nursing units (OR, Endo, PACU, Day Surgery, NPCC, ED, ICU, MSO and SBH). In the event that one of the nursing units posted for filling by a Per Diem II nurse is: OR, Endo, PACU, Day Surgery, or NPCC, the nurse must also be able to demonstrate competence to function independently as a nurse in one of the following units ED, ICU, MSO, or SBH as posted by the Employer. The Employer may identify units for which it is seeking qualified Per Diem-II nurses when it posts such positions; and

(2) Make themselves available to work at least six (6) shifts (for 8-hour nurses) or four (4) shifts (for 12-hour nurses) per four-week work schedule, at least two of which must be either evening, night, or weekend shifts on one of the following nursing units: ED, ICU, MSO, SBH; and

(3) Make themselves available to work at least one “major” holiday per year (Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day) on one of the following nursing units: ED, ICU, MSO, and SBH.

5.6.5 Review of FTE Status. Any nurse who feels that Per Diem nurses are regularly working sufficient hours on shifts that could be reasonably combined to create a position of a .3 FTE or more for a period of more than three (3) consecutive months, shall have the right to require a review of the potential for posting such a position and, if not satisfied, may submit the dispute to the grievance procedure. Shifts worked by Per Diem nurses to cover for a nurse on a leave of absence shall be excluded from the review process.

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

5.8 Wage Premium in Lieu of Benefits. In lieu of Annual Leave, Sick Leave, Health, Life, Long Term Disability, Accidental Death and Dismemberment and Dental insurance benefits, full-time (1.0 FTE) and part-time nurses (0.1 – 0.9 FTE) may elect a fifteen percent (15%) wage premium. Premium paid nurses shall accrue seniority but shall not be eligible for the above listed benefits provided for in this Agreement. This election must occur annually on dates designated in advance by the Hospital. If an insurer requires it, group insurance benefits may only be waived by the nurse completing a waiver form or similar documentation. Nurses will be given advance notice of the enrollment dates. After the decision to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. *Nurses electing this Premium In Lieu of Benefits may be required to participate in certain benefits at their own expense if currently a plan requirement that all eligible employees participate.*

5.9 Preceptor. A preceptor is an experienced nurse who is proficient in clinical teaching and who has been assigned the specific responsibility for planning, organizing, implementing, and evaluating the new skill development of a student nurse or registered nurse. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. Only nurses with an FTE of .5 or above will be eligible to serve as preceptors. Charge nurses shall take preceptor responsibilities into consideration when making patient assignments.

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

ARTICLE 6 - PROBATION AND TERMINATION

6.1 Probation. The first 520 worked hours of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional 260 hours by the mutual written agreement of the Employer and the nurse involved. A nurse shall attain non-probationary nurse status upon successful completion of the probationary period.

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

6.3 Discipline and Discharge. Nurses who have successfully completed their probationary period shall not be disciplined or discharged without just cause. Such nurses disciplined or discharged for cause shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed when the nature of the conduct warrants a more severe disciplinary response (e.g., in order to ensure public or employee safety). The employer will notify the nurse in all instances where discipline is being initiated. The nurse will be given a copy of all disciplinary actions and Performance Improvement Plans the nurse will be expected to follow. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary and investigatory meetings.

6.4 Progressive Discipline. Progressive Discipline shall include the following:

(A) Verbal Counseling;

(B) Written reprimand;

(C) Suspension: Written notice of the reasons for and the duration of the suspension will be given to the nurse and WSNA within one workday of the suspension. NOTE: Being placed on Administrative Leave with pay, pending the outcome of an Employer investigation, shall not be considered disciplinary action;

(D) Discharge: Written notice of the reasons for the discharge will be given to the nurse and WSNA within one work day of the discharge action.

6.5 Administrative Leave. If the Employer determines the nurse must be suspended immediately while the Employer conducts an investigation the nurse shall be placed on paid administrative leave pending the outcome of such investigation in order to determine the appropriate level of discipline, if any. Any disciplinary action or measure upon a nurse may be processed as a grievance through the regular grievance procedure.

6.6 Discharge. The Employer shall not discharge any nurse without just cause. The nurse and the Association will be notified in writing that a nurse has been suspended and/or discharged. Notice to the Association may be accomplished by providing a copy of the disciplinary notice the WSNA Nurse Representative.

6.7 Pre-Determination Meeting. In cases where suspension, demotion or discharge is being contemplated by the Employer, a pre-determination meeting will be scheduled to give

the nurse an opportunity to make his/her case before the final decision is made. The nurse has the right to be represented by the Association at the pre-determination meeting (preferably not another nurse from the same department as the nurse being disciplined). Prior to such a meeting, absent extraordinary circumstances (e.g., theft; workplace violence), the Employer shall give written notice of the charges against the nurse and the Employer's position within a reasonable amount of time. If the pre-determination meeting is not mutually prescheduled, the Local Unit Officer or designee shall be paid his/her regular rate of pay for all time spent in the meeting.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

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

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

7.3 Definition of Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee agrees to work on a schedule based upon eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day and in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Nurses shall receive overtime pay as delineated in Section 7.4 regardless of their overtime schedule. All overtime, including "daily overtime," must be properly authorized by the Employer.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay with the exception of the double time rates listed below. For purposes of computing overtime, the nurse's regular hourly rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or

third (night) shifts as well as certification pay. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.4.1 Eight-Hour Nurses who work according to a forty (40) hours in seven (7) consecutive days work schedule and who work according to an eighty (80) hours in fourteen (14) consecutive days work schedule (nurse may not actually *work* 40 hours in 7 days or 80 hours in 14 days) shall receive:

(1) Time and one half (1 ½ x) for time worked in excess of their scheduled shift of at least eight (8) hours through the eleventh (11th) hour;

(2) Double time (2x) for time worked beyond the twelfth (12th) consecutive hour.

7.4.2 Twelve-Hour Nurses who work pursuant to a forty (40) hours in seven (7) consecutive days work schedule shall receive:

(1) Time and one-half (1½ x) for time worked in excess of their scheduled shift of at least twelve (12) hours through the thirteenth (13th) hour;

(2) Double time (2x) for time worked beyond the fourteenth (14th) consecutive hour.

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

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

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

7.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses who are not completely relieved from duties (required to work during the meal period) shall be compensated for such work at the appropriate rate of pay.

7.8.1 Twelve (12)-Hour Shifts. Nurses scheduled for a twelve (12) hour shift shall receive one (1) unpaid half-hour meal period if the nurse is completely relieved from duties (otherwise the nurse shall be compensated) and three (3) paid fifteen (15) minute breaks per shift.

7.9 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between

11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars (\$4.00) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's straight-time hourly rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars (\$4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

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

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

7.11.1 Ten (10) Hour and Twelve (12) Hour Shifts. Unless performing stand-by duty, nurses scheduled for a ten (10) hour or twelve (12) hour shift shall have an unbroken rest period of at least eight (8) hours between shifts unless otherwise mutually agreeable to the Employer and the nurse. Any time worked without eight (8) hours' rest shall be paid at one and one-half times (1½ x) the regular rate of pay.

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

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

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

7.15 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the regular rate of pay. Hours worked from the beginning of the scheduled shift through the end of the scheduled shift will be at the nurse's regular rate of pay.

ARTICLE 8 - - COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix C attached hereto and made a part of this Agreement. Effective the first full pay period beginning on or after June 1, 2008, there shall be a five percent (5.0%) increase to each step of the wage scale. Effective the first full pay period beginning on or after June 1, 2009, there shall be a four and one-half percent (4.5%) increase to each step of the wage scale. Effective the first full pay period beginning on or after June 1, 2010, there shall be a four percent and one-half (4.5%) increase to each step of the wage scale.

8.1.1 Additional Steps. Effective the first full pay period beginning on or after June 1, 2008, additional Steps 11, 13, 15, 17 and 19 shall be added to the 2008 wage scale. Effective the first pay period beginning on or after June 1, 2009, the following additional Steps shall be added to the 2009 wage scale: 21, 23, 24, 26, 28, 29 and 30. When Steps 11, 13, 15, 17, 19, 21, 23, 24 and 26 are added, they are to be calculated by dividing the current percent between the next Step above in which there is an increase to the wage scale and the Step below by one-half (½) and then calculating the dollar amount represented by the result and adding the dollar amount to the current Step. For example, if there is a 2.87% difference between Steps 10 and 12, Step 11 would be added at 1.44% above Step 10. Step 30 shall be added to the wage scale at 3% above Step 27. The percent between Steps 28 and 29, and Steps 29 and 30 will be 1.04%.

8.2 Salary and Benefit Computation. For purposes of this Agreement and the method of computing sick leave, annual leave, and other conditions of employment, except as otherwise provided for herein, a "year" shall be defined as two-thousand and eighty (2,080) hours of work. For purposes of computing longevity (wage) increments and annual leave progression steps, a "year" shall be defined as one-thousand six-hundred and sixty-four (1,664) hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wage and benefits not to exceed two-thousand and eighty (2,080) hours within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of actual hours paid, including overtime and low census hours up to two thousand eighty (2,080) paid hours. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience. Nurses newly hired into the bargaining unit shall be placed at the appropriate step of the wage scale (Appendix C) based upon a year-for-year relevant experience credit, minus one. Effective the first full pay period on or after June 1, 2010, nurses newly hired into the bargaining unit shall be placed at the appropriate step of the wage scale (Appendix C) based upon a year-for-year relevant experience credit. Experience shall be determined according to their number of months of previous relevant nursing experience as indicated on the pre-employment experience forms (Appendix D-1 or D-2) completed in conjunction with the application or hiring process as follows:

A. The total number of months of work experience as a registered nurse shall be determined. A nurse will be considered to have worked a full month in any month the nurse performed nursing work.

B. The nurse will specify the employer and nature of nursing care provided with each employer.

C. Work experience will be segregated into months worked in acute care. For purposes of this provision, acute care experience shall mean months worked as a registered nurse in an acute care hospital. The Employer may, at its discretion, consider other experience as equivalent to acute care hospital experience.

D. For each month of previous experience, the nurse shall indicate his/her FTE status and/or average number of hours worked.

E. The nurse shall indicate any breaks in experience where the nurse was not employed in a nursing capacity.

F. Months of previous relevant experience will be translated into years of previous experience by dividing total months of experience credit by twelve (rounded up to the next higher year when six or more months experience credited).

G. Based upon the nurse's experience (which may be subject to verification by the Employer), the nurse shall receive credit for past experience as follows:

Acute Care Experience:

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

period when experience was gained without a subsequent break in work experience greater than five years (60 months);

- ◆ One-quarter months of service for each month of previous acute care experience the nurse held less than a .8 FTE or worked an average of less than 64 hours per pay period when such experience came before a break in work experience greater than five years (60 months);

Non-Acute Care Experience:

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

8.4 Unit Charge Nurse Premium. The parties agree that charge nurse responsibilities are assigned to only one nurse on a shift on a unit. Therefore, there will be no overlapping of charge pay. The Charge Nurse premium shall be one dollar and seventy-five cents (\$1.75) per hour which shall not be included in a nurse's regular rate of pay. However, nurses who hold charge nurse positions that were obtained through the posting process (Regular Charge Nurses), shall receive the Charge Nurse premium for paid leave hours but not while working in a non-charge capacity. A Staff Nurse assigned the responsibilities of the Charge Nurse position shall be compensated at the Charge Nurse rate of pay during the period of assignment.

8.4.1 House Charge Nurse Premium. The House Charge Nurse premium shall be two dollars and twenty-five cents (\$2.25) per hour which shall not be included in a nurse's regular rate of pay, but a nurse shall only be eligible for either the Charge Nurse premium, or House Charge premium for the same hours worked.

8.5 Standby Pay. All nurses placed on standby status off Hospital premises shall be compensated at the rate of three dollars (\$3.00) per hour of standby duty. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Standby pay shall not be paid for time nurses are receiving call back pay. The Employer shall continue its past practices with respect to the availability of paging devices. Nurses who are placed on or scheduled for 200 or more hours of standby in a pre-determined twelve (12) week period shall receive additional standby compensation as follows: Standby hours between 200-300 hours will be paid at an additional \$1.00 per hour. Standby hours exceeding 300 will be paid at an additional \$2.00 per hour. For example, if a

nurse is assigned or scheduled for 450 standby hours, s/he would receive a standby bonus of \$400 (100 hours at \$1.00 and 150 hours at \$2.00).

8.5.1 Surgical Services Standby. Standby in the OR unit in the Surgical Services department shall be scheduled in advance and shall be rotated equitably among full- and part-time nurses regularly scheduled to work in that unit. Per Diem nurses qualified to work in the Surgical Services unit may also share in the scheduled call. The nurses in the Surgical Services unit shall develop a written method that addresses standby rotation, scheduling and emergency situations. This method will be updated by unit staff based on operational needs of the Surgical Services Department. The method and any subsequent changes must be approved by the Surgical Services Director.

8.6 Shift Differential. Nurses assigned to the second (evening) shift shall be paid a shift differential or premium of three dollars (\$3.00) per hour over the regular hourly rate. Nurses assigned to the third (night) shift shall be paid a shift differential or premium of four dollars and fifty cents (\$4.50) per hour over the regular hourly rate.

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

8.7 Certification/BSN Premium. United General values the contribution of nurses who receive their certification and/or their BSN and desires to provide funds for such nurses to use to pursue continuing education. To this end, nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification, or nurses who have achieved their BSN, shall receive a premium of one dollar (\$1.00) per hour. Nurses who possess both a certification and BSN, shall only be eligible to receive a single premium. Nurses who have a BSN/certification shall begin receiving their premium on the first full pay period beginning on or after the date upon which the nurse provides Human Resources with appropriate documentation of the nurse's BSN/certification.

8.8 Preceptor Pay. Nurses who are assigned as a Preceptor shall receive one dollar and twenty-five cents (\$1.25) per hour over the nurse's regular rate of pay for all time spent working as a Preceptor.

8.9 Floating Premium. Full- and part-time nurses who are scheduled in one unit and then float into another unit to take a regular or modified patient care assignment will receive a premium of \$2.50 per hour for all such floating hours worked beyond 8 hours in a pay period.

ARTICLE 9 -- LOW CENSUS/FLOATING

9.1 Low Census. Low census is defined as a decline in patient volume and/or patient care requirements resulting in a temporary staff decrease.

9.2 Report Pay. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the straight time rate. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low

census day off. Low census standby will be voluntary whenever feasible. Procedures for insuring effective contact and communication between nurses and the Hospital shall be referred to the Conference Committee.

9.3 Rotation of Low Census. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, registry nurses first, then nurses receiving time and one-half or double time overtime/premium, then volunteers, Per Diem staff, part-time nurses working an extra shift, and finally part-time and full-time nurses.

9.4 Floating to Other Units/Departments. Regular full-time and part-time nurses will be given priority over Per Diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualification are not overriding factors as determined by the Employer on the basis of relevant criteria.

9.5 Limitations on Mandatory Low Census. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period (January 1 through June 30, and July 1 through December 31). Generally, low census is house-wide, meaning there is only one forty-eight (48) hour cap. Low census hours will be tracked by the Employer, but nurses who believe they have reached their cap and do not want to be low censused must advise the person notifying the nurse of the need for low census. The nurse may request his/her manager or nursing office staff to determine accumulated hours and the nurse's place in rotation in relation to other core staff on the nurse's unit.

9.6 Option to Float in Lieu of Low Census. Nurses who have reached their forty-eight (48) hour "cap" on low census will not be required to accept additional low census for the remainder of the six (6) month period. In lieu of low census, such nurses may be offered the option or may be assigned:

9.6.1 To float to a unit where the nurse is needed, qualified, and recently trained as determined on the basis of the nurse having completed a written technical skills checklist and having recently demonstrated clinical competence and familiarity with the department's procedures, or

9.6.2 To float to a new unit to be trained according to the criteria listed in Section 9.6.1 above, or

9.6.3 To float to another unit to take an indirect patient care assignment, or

9.6.4 To float to another unit to take a modified patient care assignment after the nurse has been trained.

9.7 Floating Guidelines . Floating is primarily intended to be used to address fluctuations in census and employee absences and shall be a periodic Conference Committee agenda item. Nurses may be required to train to one (1) nursing unit in addition to their regular unit. The units to which nurses will be required to be trained and/or float (after having been trained), shall be determined based upon Hospital staffing needs, and consideration of the

experience and preference of the nurse. Nurses who have been oriented to other Hospital units may be floated to such other units where the nurse is not usually scheduled to work when the Employer determines staffing needs require such reassignments. Floating assignments may be as identified in Section 9.6. Volunteers will be sought first among those nurses oriented to the other Hospital unit needing additional staff. If there are insufficient volunteers, floating will be assigned on an equitable rotational basis where skill and ability are not overriding factors. The Employer agrees to explore reasonably available alternatives before floating a full-time or part-time nurse from his/her normal unit to accommodate Per Diem nurses, travelers and agency nurses.

9.7.1 Nurses who believe that they are not appropriately trained for tasks or assignments or who encounter other difficulties related to floating should immediately communicate concerns to the appropriate Director/Supervisor whenever such Director/Supervisor is available. There will be no adverse consequences for a nurse reporting difficulties to the nurse’s Director/Supervisor.

ARTICLE 10 - - ANNUAL LEAVE

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

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

10.2 Scheduling. The goal of these procedures is fairness. Nothing in this section precludes the flexible and equitable scheduling of vacation time. It is understood that, the Hospital is committed to being able to approve at least one (1) nurse per shift per unit to be off on Annual Leave at any time. Beyond that, departmental needs, vacancies, leaves of absence, etc. may be considered before additional annual leave requests may be approved. Nurses may request as much annual leave time off as the nurse has accrued, or can reasonably be expected to accrue by the time the leave would take effect. A registered nurse’s use of annual leave must be requested in writing and approved in advance by the Department Manager, who may give preference in scheduling to nurses who request annual leave in blocks of one (1) week or longer over nurses who request individual days off.

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

agreeable. The Hospital will make a good faith effort to schedule weekends off before and after annual leave. Extended vacation requests of three (3) weeks or more may be approved on a rotational basis. Where practical, requests for paid time shall take precedence over requests for unpaid time. Nurses receiving pay in lieu of benefits shall accrue and be eligible to take unpaid annual leave under the same rules as nurses taking paid annual leave. In addition to the foregoing general provisions, annual leave requests shall be subject to the following:

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

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

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

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

10.2.5 Long Range Vacation Planning. Vacations that require long-term advance reservations or time commitments involving others can be requested twelve (12) months in advance to assure reservations and planning. Nurses will receive a written reply within thirty (30) days of submittal of the request whether or not the request is approved. Nurses are expected to consult with the vacation-planning calendar prior to submitting requests.

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

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

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

ARTICLE 11 - - SICK PAY

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

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

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

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

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

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

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

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

11.5 Worker's Compensation. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular sick pay benefits otherwise payable.

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

ARTICLE 12 - - SENIORITY, LAYOFF AND RECALL

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

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

Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate, subject to Sections 12.3 and 12.4.

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

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

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

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

“Qualified” means the ability to independently provide, based on the job description, safe, direct patient care on the unit with up to four (4) weeks (160 worked hours) of retraining. There will be a presumption that nurses will not be able to work independently in a Clinical Group One unit with four week's retraining, unless the nurse has been regularly scheduled within that specialty area (not necessarily at United) within the last year or has routinely floated into that unit and functioned in a primary role. For nurses not currently assigned to a Clinical Group Two unit, it will be presumed that nurses will not be able to work independently in a Clinical Group Two unit with four week's retraining, unless the nurse has been regularly scheduled within that specialty area (not necessarily at United) within the last year or has routinely floated into that unit and functioned in a primary role. However, nurses who are currently assigned within Clinical Group Two can presumptively bump into other Clinical Group Two units or into Clinical Group Three units with four (4) weeks retraining. Finally, it shall be presumed that with four (4) weeks of retraining, nurses assigned to any Clinical Group will be qualified to work in a Clinical Group Three unit with four (4) weeks retraining with the following exception: Qualified to work in the Oncology Clinic requires a chemo validation and that the nurse has regularly cared for cancer patients (inpatient or outpatient). Chemo validation requires attendance at a two (2) day class, passing the test given at the conclusion of the two (2) day class and participation in a sixteen (16) hour preceptorship.

“Clinical Groups” are as follows:

Group One - OR

Group Two - Emergency Department (ED), ICU, PACU, Endoscopy

Group Three - MSO, SBH. Oncology (NPCC) (with Chemo Certification, *see*, definition “Qualified”), Day Surgery

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

“**Low Seniority Roster**” The “Low Seniority Roster” shall be a listing of the positions of the least senior full-time and part-time nurses in the bargaining unit. The Low Seniority Roster shall identify positions, including split positions, by unit, shift and FTE. The size of the Low Seniority Roster will be the four (4) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with Section 12.5.1 of this Article), plus an additional number of positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion after intra-unit bumps have been made (see, Section 12.5.5(A) herein). If the Low Seniority Roster contains positions from Clinical Groups One or Two for which the Hospital deems the Displaced Nurses would not be qualified to bump, additional positions shall be added (moving up the seniority roster) until the number of available positions conforms to the above formula. (Example: If the positions of three (3) nurses are identified for layoff, the Low Seniority Roster would consist of the seven (7) least senior nurse positions in the bargaining unit. However, if two of these seven (7) least senior positions were Clinical Group One or Two positions for which the Hospital deemed the Displaced Nurses were not qualified, two (2) more positions would be added for which the nurses would be qualified so that there would be seven (7) positions available.) The combined FTEs of the positions on the Low Seniority Roster must equal at least the combined FTEs of the positions identified for layoff. The Low Seniority Roster shall not include more than 40% of the positions regularly scheduled for the average census on any unit (“core staff”).

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

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

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

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

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

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

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

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

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

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

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

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

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

D) Combined Positions. In the event a Displaced Nurse bumps into the positions or portions of positions of more than a single nurse, the nurse shall be deemed to hold a single position/FTE following the bumping; provided, however, a nurse electing to combine positions by bumping may be required to fill all requirements of each position, including standby and weekend coverage (without receiving the 1½ x premium provided by Article 7.9). Upon request of the nurse, the Conference Committee shall review the applicable schedules to determine whether an every other weekend schedule can be developed.

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

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

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

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

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

12.10.1 Notice of Recall. Nurses on the recall roster shall not immediately be offered vacant positions within the bargaining unit. Rather, when an opening in a bargaining unit position occurs, it shall be posted in accordance with the Job Posting requirements of this

Agreement. Nurses on recall status shall be given notice and an opportunity to bid, by seniority, on the posted positions along with other nurses.

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

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

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

The Appeals Board shall consist of two Directors, not in the affected unit(s), and two (2) officers of the bargaining unit. The Board shall meet with an impartial third party present. This third party will be sought to be someone who has experience as a registered nurse and is not involved in direct management of any of the units in question. If the parties cannot mutually agree upon a third party, each shall place three (3) names in a "hat" and draw the name of the third party.

All five (5) members involved will vote. No abstentions. The decision of the Appeals Board shall be binding on the nurses involved, without recourse to the grievance procedure.

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

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

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

ARTICLE 13 - - LEAVES OF ABSENCE

13.1 Requests for Leaves. All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days.

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

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

13.2.1 Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (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, domestic partner, or other 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 employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law and/or this Agreement, the leaves shall run concurrently with the following exception. The family leave required by the Washington Family Leave Act shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth pursuant to WAC 162-30-020. Family and Medical Leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and state law. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

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

13.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted with pay and without loss of benefits up to a maximum of twenty-one (21) days per calendar year, and shall not be considered part of the earned annual vacation time.

13.4 Domestic Violence Leave. If nurses are victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. Nurses who are family members of a victim may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or his/her designee must provide the Hospital notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If the Hospital

requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g. a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For the purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person who the nurse is dating. The Employer shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure or the information is subject to a court order or the release of such information is required by applicable federal or state law.

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

13.6 Education Leave Available. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings (excluding Employer-mandated education/training times) approved by the Employer. The term "educational meetings" shall not include any meeting conducted exclusively for purposes relating to labor relations or collective bargaining activities. Upon request, nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their certification. Nurses are encouraged to attempt to find their own replacements to attend approved educational offerings. However, approval for requests made in a timely fashion should not be contingent upon the nurses first finding their own replacements.

13.6.1 Education Leave Defined. For purposes of this Article, educational and professional leave shall be defined as:

- A) Short-term conferences, or meetings of the employee's respective professional association, for educational, leadership and professional growth and development in nursing;
- B) Enhancement and expansion of clinical skills for RN positions at United;
- C) Those in-service educational programs attended on a voluntary basis; and
- D) Any educational programs necessary to maintain licensure or certification, excluding Employer-mandated education/training times.

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

13.6.3 Employer-Mandated Education/Training Leave Time. Mandatory education/training time shall be considered time worked. The Employer shall pay for the cost of the class, conference or workshop (including registration fees), unless the nurse failed to attend an education/training seminar offered by the Employer that would have met the mandated requirement without making prior arrangements. In such case, the nurse shall be paid for time spent attending such mandatory classes/workshops elsewhere, but may be required to pay for the cost of the class, conference or workshop. The nurse shall not be required to pay for the cost of the class, conference or workshop if the nurse can demonstrate to the Employer that the failure to attend was unavoidable (the nurse was unable to make prior arrangements).

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

13.8 Jury Duty. An employee shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within his/her normal (non-evening, non-night) work schedule shall notify his/her supervisor and, if so directed, report for work for the balance of his/her normal shift.

An employee who is scheduled off work during a period when called to serve jury duty will not suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either evening or night shifts while on jury duty shall not be required to report to work on any day when jury duty, including travel time, requires three or more hours of attendance. An employee who does not work his/her scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An employee shall be relieved of regular duties a minimum of twelve (12) hours prior to reporting to serve jury duty. Similarly, there must be a minimum of twelve (12) hours between the time the employee is dismissed from jury duty and the time the employee must report for regular duties.

13.9 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request. If possible, requests shall be made at least 24 hours in advance of the requested leave start date.

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

stepchild, stepbrother, stepsister, or the in-law equivalent of parent, brother or sister. United may request verification of death (e.g., obituary notice, copy of death certificate).

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

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

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

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

13.14 Required Court Appearance. An employee who is subpoenaed to appear in court on work related business shall be paid as if working for all time spent in court or in preparation for such appearance as approved by the Department, including reasonable travel time to and from the work site during the employee's work shift.

ARTICLE 14 - - EMPLOYMENT PRACTICES

14.1 Personnel Files. A single official personnel file shall be maintained for each nurse. Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and formerly employed nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. If a nurse believes that any

material placed in his/her personnel file is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Nurses may request, in writing, that their personnel file be reviewed and that records of disciplinary action be removed. Records which are agreed to be removed shall not be considered relevant for future progressive discipline.

14.2 Job Posting. Notices of nurse positions to be filled shall be posted on the Hospital's Intranet and external web site at least seven (7) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. To be considered for an opening, a nurse must submit an electronic position of interest form for each posted position. If the requirements of a posted position are changed during the posting, the position shall be re-posted. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of seniority; providing the skill, ability, experience, competence or qualifications of applicants as defined in the job posting and replacements are not overriding factors. When a position is filled, a letter briefly describing why the nurse was not selected shall be sent to each applicant not hired. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse, provided the nurse's seniority or, where applicable skills and ability, would give the nurse priority for a posted day or evening shift position. Nurses wishing to check on open positions may call the United General Job Line or may check posted positions on United's web site or Intranet.

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

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

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

14.3 Meetings and In-services. Nurses shall be compensated at the appropriate rate for all time spent at meetings or in-services required by the Employer and at Nurse Practice Committee meetings.

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

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

14.6 Personnel Action Forms. Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for termination, change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one copy of the form.

14.7 Orientation. Nurses will be required to work only in those areas within the Hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. The orientation for all nurses will be developed by the Employer. The content of such orientation for each department shall be reviewed through the Conference Committee. Orientation will be based upon the nurses' current skills and experience. The Employer shall continue its practice of using Technical Skills Checklists in all Departments to which the nurses may be oriented. The orientation period for all new and rehired nurses will normally not extend beyond five-hundred twenty (520) worked hours from the date of hire. For new and rehired nurses who are precepted, the preceptor shall assist in determining when a nurse is fully oriented. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new health care employees. This would include the providing of informational assistance, support and guidance to new health care employees.

14.8 Payroll Records. Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, sick leave accrued, and annual leave accrued. A nurses' time worked will be recorded electronically based upon the times nurses 'clock in' and 'clock out' using the Kronos time and attendance system.

14.9 Performance Evaluations. A written performance evaluation shall generally be conducted at the end of the probationary period and annually thereafter. However, if a nurse requests an annual performance evaluation, the Employer shall conduct the evaluation. Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object

in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation. Probationary nurses will be given a preliminary evaluation halfway through their probationary period.

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

ARTICLE 15 - - HEALTH AND INSURANCE BENEFITS

15.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer's group medical and dental insurance program.

15.1.1 0.6 FTE Status or More. For each eligible nurse regularly scheduled to work 24 hours per week or more (.6 FTE status or more), the Employer shall pay 100% of the premium cost of the Employer's least costly medical and dental insurance plan ("standard maximum allowance"). Provided, however, if the least costly medical plan is a consumer-driven health plan, the standard maximum allowance shall be calculated based on the next least costly medical plan premium.

15.1.2 0.5 FTE Status. As for other eligible part-time nurses, the Employer shall pay one-half (1/2) the standard maximum allowance and the nurse shall pay the balance through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs outlined above.

15.1.3 Dependent Coverage. Each eligible registered nurse may also select a more costly plan as available or coverage for dependents, at an additional cost to the registered nurse to be paid through payroll deduction. The Employer shall forward to the insurer the medical and dental premiums for any more costly plan or for any dependent coverage elected by those registered nurses for whom medical/dental coverage has been purchased by the registered nurse pursuant to this section. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements.

15.1.4 Changes to Medical Insurance Plan. If the current provider of a medical insurance plan informs the Employer that it intends to modify or alter any benefit or provision of any existing plan, the Employer shall meet with the Association to give the Association the opportunity to express which of the proposed alternatives the Association would like the Employer to select before selecting a revised plan. The Employer shall not be required to continue to provide benefits that are no longer included in the provider's revised options. If the Employer chooses to select or provide an alternative plan(s) with a different provider, it may do so without bargaining with the Association so long as the current benefit level under the least costly plan does not decrease. Otherwise, the Employer must bargain with the Association prior to implementation of the change. Prior to changing any insurance plans, the Employer shall

provide the Association with a copy of both the proposed plan and the existing plan to enable the Association to determine whether the benefits have been decreased.

15.2 TB Tests. At the time of employment and annually thereafter or as otherwise required by applicable regulations, the Employer shall arrange for nurses to take a TB skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, if required, at no cost to the nurse. Said tests and X-rays shall be performed at the Hospital unless they can be performed elsewhere at no cost to the Employer.

15.3 Health Tests. Nurses shall be entitled to routine CBC (complete blood count) with differential and urinalysis performed annually at United without cost by requesting such tests through the Employee Health Department. Nurses shall also be entitled to receive at no cost through the Employer influenza, MMR and Hepatitis A and B vaccines. In addition, upon request, the Hospital shall provide a Shingles vaccine for nurses over 60 years of age at no cost.

15.4 Life Insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) or provides an alternative plan(s), it may do so without bargaining with the Association so long as the current benefit level does not decrease. Otherwise, the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 18 shall not apply for a period of thirty (30) days after impasse.

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

ARTICLE 16 - - RETIREMENT PLAN

16.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement plan. In the event the Employer modifies its current plan or provides an alternative plan(s) that would reduce the formula by which pension contributions are calculated, the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 18 shall not apply for a period of thirty (30) days after impasse.

ARTICLE 17 - - COMMUNICATIONS

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

and participate in Conference Committee meetings if mutually agreeable. Time spent in Conference Committee shall be paid time for Committee members.

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

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

ARTICLE 18 - - NO STRIKE - NO LOCKOUT

18.1 No Strike - No Lockout. The parties to this Agreement realize that the hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

ARTICLE 19 - - GRIEVANCE PROCEDURE

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

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

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

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

19.5 Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within ten (10) calendar days following receipt of the Hospital Superintendent's or designee's response. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternate in striking names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the

fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses, including any costs or attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

ARTICLE 20 - - STAFFING

20.1 Nurse Staffing Committee. By September 1, 2008, the parties will establish and hold the first meeting of a Nurse Staffing Committee (the "NSC") which shall be responsible for those activities required of it under RCW 70.41, *et. seq.* The composition of the NSC shall comport with RCW 70.41. The Association will determine how the Registered Nurse Members of the NSC will be selected.

20.2 Staffing. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for both the NSC and the RN Conference Committee's consideration. If the RN Conference Committee has concerns or recommendations regarding staffing, these will be forward to the NSC for its consideration. A nurse questioning the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. The nurse may also share such concerns with the NSC or directly with Hospital Administration. When appropriate, the nurse should use appropriate forms to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response.

20.3 Staff Development. 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. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A regular and on going staff development program shall be maintained and made available to nurses covered by this Agreement. The existence, content, and attendance requirements of the program shall be discussed and considered by the Conference Committee provided for herein.

ARTICLE 21 - - GENERAL PROVISIONS

21.1 Savings Clause. This Agreement shall be subject to all present and future applicable federal and state laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any

provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

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

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

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

ARTICLE 22 - - MANAGEMENT RIGHTS & RESPONSIBILITIES

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

ARTICLE 23 - - TERM OF AGREEMENT

23.1 Duration and Renewal. The effective date of this Agreement shall be June 1, 2008, and shall continue until and including May 31, 2011. The Agreement shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by RCW 41.56.123(1).

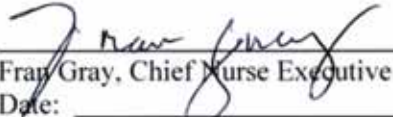
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below.

**SKAGIT COUNTY HOSPITAL
DISTRICT NO. 304, d/b/a UNITED
GENERAL HOSPITAL**

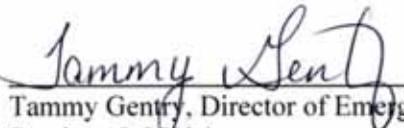
By:



Greg Reed, Superintendent
Date: 6/18/08



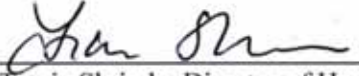
Fran Gray, Chief Nurse Executive
Date: _____




Tammy Gentry, Director of Emergency
Services & ICU
Date: 6/19/08



Cindy Hamming, Director of Acute Care
& Psychiatric Services
Date: 6/17/08



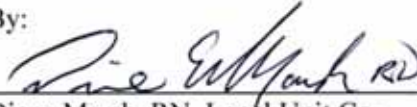
Tracie Skrinde, Director of Human
Resources
Date: 6-19-08




Steve Queen, HRIS/Benefits
Administrator
Date: 6-19-08

**WASHINGTON STATE NURSES
ASSOCIATION**

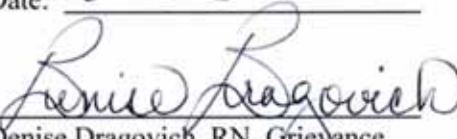
By:




Diane Marsh, RN, Local Unit Co-
Chair
Date: 6-17-8




Mary Rogers, RN, Local Unit Co-
Chair
Date: 6-17-8



Denise Dragovich, RN, Grievance
Officer
Date: 6-17-08



~~Kate Doyle~~, RN, WSNA Nurse Rep.
Date: 6-17-08



Linda Machia, WSNA General
Counsel
Date: 6-17-08

APPENDIX A

AUTHORIZATION TO MAKE PAYROLL

DEDUCTION FOR ASSOCIATION DUES

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

Date

Signature of Employee

APPENDIX B



UNITED GENERAL HOSPITAL

PER DIEM AVAILABILITY FORM

THIS FORM IS DUE BY THE 15TH OF EACH MONTH FOR THE NEXT MONTHS SCHEDULE (i.e., April 15th for May schedule)

Please mark the appropriate classification:

Per Diem I

Per Diem II

<p>Per Diem I – Per Diem I nurses are required to work at least one (1) shift, not including education, in-service or orientation shifts per four (4) week work schedule.</p>	<p>Per Diem II – Per Diem II nurses that are assigned to work 8 hour shifts are required to make themselves available to work at least six (6) shifts (12 hour nurses at least four (4) shifts), per four-week work schedule. At least two of such shifts must be either evening, night or weekend shifts in one of the following units: ED, ICU, MSO, SBH. Per Diem II nurses shall also make themselves available to work at least one “major” holiday per year.</p>
--	---

EMPLOYEE NAME: _____

DEPARTMENTS:

<input type="checkbox"/> Emergency Department	<input type="checkbox"/> ICU	<input type="checkbox"/> PACU
<input type="checkbox"/> MSO	<input type="checkbox"/> SBH	<input type="checkbox"/> Day Surgery
<input type="checkbox"/> Oncology	<input type="checkbox"/> OR	<input type="checkbox"/> _____

MONTH: _____

YEAR: _____

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>
<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>
<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>
<i>29</i>	<i>30</i>	<i>31</i>				

COMMENTS: _____

Date Received by Scheduling:	Meets Availability Requirements? YES NO
------------------------------	---

APPENDIX C

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

Increase from prior year:	5%	4.5%	4.5%
Effective 1st Full PP on or after:	6/01/2008	6/1/2009	6/1/2010
Base/Starting Rate	\$24.71	\$25.82	\$26.98
After 1 year of Service	\$25.78	\$26.94	\$28.15
After 2 years of Service	\$26.86	\$28.07	\$29.33
After 3 years of Service	\$27.94	\$29.20	\$30.51
After 4 years of Service	\$29.03	\$30.34	\$31.70
After 5 years of Service	\$30.10	\$31.46	\$32.87
After 6 years of Service	\$31.21	\$32.61	\$34.08
After 7 years of Service	\$32.28	\$33.73	\$35.25
After 8 years of Service	\$33.36	\$34.86	\$36.43
After 9 years of Service	\$34.44	\$35.99	\$37.61
After 10 years of Service	\$35.54	\$37.14	\$38.81
After 11 years of Service	\$36.04	\$37.66	\$39.36
After 12 years of Service	\$36.59	\$38.24	\$39.96
After 13 years of Service	\$37.12	\$38.79	\$40.53
After 14 years of Service	\$37.70	\$39.39	\$41.16
After 15 years of Service	\$38.22	\$39.93	\$41.73
After 16 years of Service	\$38.79	\$40.53	\$42.36
After 17 years of Service	\$39.34	\$41.11	\$42.96
After 18 years of Service	\$39.95	\$41.75	\$43.63
After 19 years of Service	\$40.52	\$42.35	\$44.25
After 20 years of Service	\$41.15	\$43.00	\$44.94
After 21 years of Service	\$41.15	\$43.54	\$45.50
After 22 years of Service	\$42.18	\$44.08	\$46.06
After 23 years of Service	\$42.18	\$44.44	\$46.44
After 24 years of Service	\$42.18	\$44.80	\$46.82
After 25 years of Service	\$43.23	\$45.17	\$47.21
After 26 years of Service	\$43.23	\$45.85	\$47.92
After 27 years of Service	\$44.53	\$46.53	\$48.63
After 28 years of Service	\$44.53	\$46.99	\$49.10
After 29 years of Service	\$44.53	\$47.45	\$49.59
After 30 years of Service	\$44.53	\$47.93	\$50.09

APPENDIX D-1

PARITY REVIEW REQUEST FORM

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

Name

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

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

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

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

Parity Worksheet – For HR Use Only Break in Experience 60 Months

or more: Yes ___ No ___

Pre-60 Month Break in Service Experience:			
	Total Months Experience	Credit Factor	Total Months Credit
Acute Care Hospital (.8 or more FTE)		x .5	
Acute Care Hospital (less than .8 FTE)		x .25	
No 60 Mo. Break in Service Experience:			
Acute Care Hospital (.8 or more FTE)		x 1.0	
Acute Care Hospital (less than .8 FTE)		x .5	
Non Acute Care Hospital (.8 or more FTE)		x .5	
Non Acute Care Hospital (.8 or more FTE)		x .25	
Total Months/12 = Hire-In Parity: _____ Less 1 year = Parity: _____ Starting Step: _____			

APPENDIX D-2

PARITY REVIEW REQUEST FORM
Effective First Pay Period After 06/01/10

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

 Name

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

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

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

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

Parity Worksheet – For HR Use Only Break in Experience 60 Months

or more: Yes ___ No ___

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

MEMORANDUM OF AGREEMENT

Between

Washington State Nurses Association

And

UNITED GENERAL HOSPITAL

“Real Time” Retirement Contributions

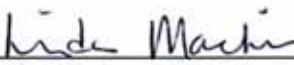
United General’ retirement plan is currently structured such that contributions to employee pensions are determined by the employee’s earnings from the previous calendar year (updated in July of each year). The parties agree that, during the term of this Agreement, United General may explore the possibility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

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

Dated this 17th day of June, 2008

**Skagit County Public Hospital District No. 304, Washington State Nurses Association
d/b/a United General Hospital**

By: 
Greg Reed, Superintendent

By: 
Linda Machia, WSNA General Counsel

MEMORANDUM OF AGREEMENT

Between

Washington State Nurses Association

And

UNITED GENERAL HOSPITAL

Preceptor Training

Precepting is an integral training tool that is used with graduate nurses, newly hired nurses and nurses transferring to new units. The Employer and WSNA agree that a comprehensive training program for nurses who volunteer to be preceptors will be created by the Nurse Practice Committee. One component of the preceptor training program will be to teach preceptors how to focus on the individual learning needs of the preceptee. In order to be eligible to be a preceptor, the nurse must have at least two (2) years of experience at United General Hospital.

Dated this 17th day of June, 2008

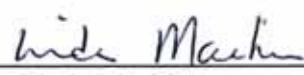
**Skagit County Public Hospital District No. 304,
d/b/a United General Hospital**

Washington State Nurses Association

By: _____


Greg Reed
Superintendent

By: _____


Linda Machia
WSNA General Counsel

MEMORANDUM OF AGREEMENT

Between

Washington State Nurses Association

And

UNITED GENERAL HOSPITAL

Audit Prior Experience Credit

Beginning June 1, 2010, newly hired nurses at United General Hospital will receive year-for-year credit for past nursing experience. However, presently employed nurses at United General have been and will continue to be given year for year credit for past nursing experience "minus one year" prior to this date. In order to promote equity between newly hired nurses after June 1, 2010, and those that have maintained their employment at United General since the "minus one year" formula was developed, between January 1 and March 31, 2010, presently employed nurses shall have the opportunity to request recognition for past experiences as follows:

Nurses who received parity adjustments or were hired in the past with the "minus one year" formula, and who believe they may be entitled to one further step adjustment based upon the elimination of the "minus one year" in the formula may submit a request for further review of their step placement by either requesting Human Resources review the Parity Review Request Form they completed in connection with their audit for previous experience credit performed during the parties' 2005-2008 Collective Bargaining Agreement, or if no such form remains available in the Human Resources, by completing a new Parity Review Request Form (Appendix D-2).

Once the nurse's total years of relevant prior experience have been re-determined, nurses will be awarded credit for past experience based upon year-for-year as set forth in Appendix D-2. Any further Parity Step Adjustment will be effective the first full pay period beginning after June 1, 2010.

Dated this _____ day of _____, 2008

**Skagit County Public Hospital District No. 304, Washington State Nurses Association
d/b/a United General Hospital**

By: _____
Greg Reed
Superintendent

By: _____
Linda Machia
WSNA General Counsel