

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEY GENERAL HOSPITAL

(April 1, 2009 – March 31, 2012)

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**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEY GENERAL HOSPITAL

(April 1, 2009 – March 31, 2012)

REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between WHIDBEY GENERAL HOSPITAL (hereinafter referred to as the "Employer"), 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 reserve registered nurses employed by the Employer as Resident Nurse, Staff Nurse, and Charge Nurse, at its Hospital, Home Health Agency, and Community Clinics and Physician Practices; excluding head nurses and other supervisors and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 Association "Agency Fee" or Membership. All nurses covered by this Agreement who are hired after this Agreement becomes effective shall within sixty (60) calendar days after employment become members of the Association or satisfy the Association's "agency fee" requirements for the term of this Agreement. Newly hired nurses shall be made aware of this

provision at the time of orientation. Nurses who are members of the Association on the date this Agreement is signed shall maintain their membership during the term of the Agreement. (Membership in the Association shall be defined as the obligation to pay periodic dues and initiation fees. Agency fee means that an employee pays an amount equivalent to membership fees and dues or may elect to pay that portion of dues and fees which represents the Association's costs of representing employees.)

2.1.1 Compliance. If a nurse fails to comply with Section 2.1, Association "Agency Fee" or Membership, the Association shall serve written notice on the nurse and the Employer's Human Resources Director. On receipt of such notice, the nurse shall be given two (2) weeks for the nurse to submit appropriate agency fees to the Association. Should the nurse fail to do so, the Association shall inform the Employer in writing, and the nurse shall be removed from the work schedule until the nurse satisfies the agency fee or membership requirements. When the nurse does comply, the Association shall immediately submit written notice to the Employer, and the Employer shall seek to return the nurse to the work schedule as soon as the Employer deems practical.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues or fees 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 or fees hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

ARTICLE 3 - NONDISCRIMINATION

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

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the hospital operated by the Employer for the purpose

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

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

4.3 Rosters. Twice annually, in the months of January and July, the Employer shall supply the Association with a roster (via email with spreadsheet attachment) containing the names, addresses, phone numbers, unit, classification, full time equivalent (FTE) status, rate of pay, date of hire and employee identification number of all nurses employed at the Hospital and covered by this Agreement. Additionally, each month the Employer shall provide such information for newly hired or terminated nurses (including transfers or promotions in or out of the bargaining unit).

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

4.5 Distribution and Introduction of Agreement. The Employer shall distribute a copy of this Agreement and an Association membership application and payroll deduction forms to all newly hired nurses at the time of hiring. The cost of printing and providing to the Employer such Agreement and forms shall be borne by the Association. The Employer shall reimburse the Association for one-half (1/2) of the reasonable cost of printing. The Employer shall provide the Local Unit Chairperson or designee with the name, unit, shift and status of each newly hired nurse within seven (7) days of the nurse's first day of work.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes only.

ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six (6) months (1,040 paid hours); or a Registered Nurse who is returning to practice with no current clinical training or experience. Such a nurse shall be assigned as a team member under continuous close personal supervision of more experienced nurses 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 (3) months when mutually agreed to by the

Employer and the individual nurse involved. A Resident Nurse who is expected to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a Staff Nurse shall be promoted to the position of Staff Nurse. Close and direct supervision shall be defined as working under the direction of a Registered Nurse designated by the Employer.

5.2 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of hospital patients. An experienced Registered Nurse returning to practice who has recently, satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a Staff Nurse.

5.3 Charge Nurse. A lead staff nurse who has leadership responsibilities as to other staff nurses in addition to providing nursing care services.

5.4 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.

5.5 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.

5.6 Reserve Nurses. Nurses who are not regularly scheduled or who are called to work when needed. Reserve nurses shall include nurses scheduled on a "call in" basis. [However, under this Agreement a reserve nurse shall be available for scheduling one (1) full weekend per month (as defined in Section 7.9), as well as one (1) winter holiday (Thanksgiving Day, Christmas Day, or New Years Day) and one (1) summer holiday (Memorial Day, Independence Day, or Labor Day) per calendar year. Pursuant to Hospital staffing policies, a reserve nurse is responsible to identify which weekend each month and which holidays the nurse shall be available for possible scheduling.] Reserve 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. Reserve nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification premium. Reserve nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to reserve status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on reserve status. After return to full-time or part-time status, previously accrued seniority and fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes.

5.7 Wage Premiums in Lieu of Benefits. In lieu of all fringe benefits provided for in this Agreement, except for shift differential, call back pay, standby pay, certification premium pay, weekend premium pay and longevity increments, full-time and part-time nurses may elect a fifteen percent (15%) wage premium or a eight and one half percent (8.5%) wage premium [with additional benefit participation only in the Employer's retirement program (*i.e.*, 401(A) pension program)]. Premium paid nurses shall accrue seniority but shall not be eligible for any other

benefits provided for in this Agreement (except for participation in the 457 Plan). This election must occur annually on dates designated in advance by the Hospital, providing the nurse presents the Hospital with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of the enrollment dates. After the wage premium in lieu of benefits decision (compensation plus benefits, compensation plus premium pay in lieu of benefits, or compensation plus premium pay in lieu of benefits/except for retirement) has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

5.8 Wage Rate Definitions. Under this Agreement, the “regular rate of pay” is the statutorily required overtime pay calculation during the appropriate work period, and the “normal rate of pay” is the employee’s hourly wage at the appropriate step increment level plus applicable shift differential rate of pay.

5.9 Domestic Partner. A domestic partner (spousal equivalent) is defined as a person identified by a nurse who has established to the Employer that the nurse and her/his domestic partner (as documented by nurse in Appendix C or confirmed to the Employer that the nurse is in a state-registered domestic partnership) meet the following domestic partner factors: have a close personal relationship in lieu of lawful marriage, are not married to anyone, are not related by blood closer than would bar marriage in the State of Washington, and are each other's sole domestic partner and are responsible for each other's common welfare. (Domestic partners are responsible for obtaining their own personal guidance and advice related to this decision, such as tax, financial and legal issues.)

ARTICLE 6 - PROBATION AND TERMINATION

6.1 Probation. The first five hundred twenty (520) paid hours of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional two hundred sixty (260) hours by the mutual written agreement of the Employer and the nurse involved.

6.2 Notice of Termination. A nurse shall attain regular nurse status upon successful completion of the probationary period. Regular nurses shall give not less than fourteen (14) calendar days' prior written notice of intended resignation. Unless discharged for cause, regular nurses shall receive at least fourteen (14) calendar days' prior written notice of termination or pay for the scheduled days within the fourteen (14) day period in lieu thereof.

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

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, plus an unpaid meal period of one-half (1/2) 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. 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. Copies of all innovative schedules shall be attached to this Agreement. Education days, EIB days and PTO days 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. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.

7.3 Definition of Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. All 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 (1-1/2) times the nurse's regular rate of pay. For purposes of computing overtime, the nurse's regular 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. All time worked in excess of twelve (12) consecutive hours or twelve (12) hours in a twenty-four (24) hour period beginning with the nurse's normal shift starting time shall be paid for at double the employee's normal rate of pay unless otherwise agreed pursuant to an innovative work schedule arrangement. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.5 Mandatory Overtime. Any mandatory overtime requirements shall be in compliance with RCW 49.28.130-150. In cases of assignment of overtime, qualified volunteers will be sought first.

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 regularly scheduled standby status shall be paid at one and one-half (1-1/2) times the nurse's normal rate of pay for all hours worked with a minimum of three (3) hours.

7.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (1/2) hour and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

7.9 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 normal 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 (1-1/2) times the nurse's normal 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 (1-1/2) times the normal 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.

7.11 Rest Between Shifts. 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. In such situations when in the opinion of the Employer the nurse is not fit for duty the Employer may, or upon a nurse's request the Employer shall use reasonable efforts to, excuse the nurse from the next scheduled shift contiguous with this rest period. Any time worked without ten (10) hours rest shall be paid for at one and one-half (1-1/2) times the normal rate of pay, unless double time is required by Section 7.4, Overtime Computation. This Section shall not apply to continuing education, committee meetings, staff meetings, or time spent on standby duty or callback under Article 7, HOURS OF WORK AND OVERTIME; unless a nurse's personal attendance at a specific time and date is required by the Employer at a certain continuing education program or meeting.

7.12 Work Schedules. Work schedules and days off shall be posted prior to the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time.

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

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. The Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

7.15 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1-1/2) times the normal rate of pay.

ARTICLE 8 - COMPENSATION

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

8.2 Benefit and Wage Step Computation.

8.2.1 Benefit Computation. For purposes of this Agreement and the method of computing EIB, PTO, seniority, and other benefit conditions of employment, except as otherwise provided for herein, a "month" shall be defined as one hundred seventy-three and thirty-three one hundredths (173.33) hours of work, and a "year" shall be defined as two thousand eighty (2,080) hours of work. Time worked, which is paid on an overtime basis, shall count as time worked for purposes of computing benefits not to exceed two thousand 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 or are sent home 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 two thousand eighty (2,080) paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.2.2 Wage Step Computation. For purposes of computing longevity (wage) increments progression steps, a "year" shall be defined as a calendar year of employment to be counted from the nurse's wage step "anniversary date" [*i.e.*, the date one (1) calendar year from the date the employee last received a wage step increase adjustment (or annually thereafter)]. 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.

8.3.1 Newly Hired Nurses. A nurse hired during the term of this Agreement shall be compensated at a wage level in accordance with the nurse's continuous recent experience in

nursing on a year-for year basis and placed at the appropriate step of the wage scale in Appendix B.)

8.3.1.1 For purposes of this Agreement continuous recent experience shall be defined as relevant clinical nursing experience without a break of more than two (2) years in nursing experience which would reduce the level of nursing skills as determined by the Employer.

8.3.1.2 Nurses Hired During the Term of the Prior Agreement.

For a nurse who was hired during the term of the prior Agreement, under the “less two (2) years” experience formula under the prior Agreement’s Section 8.3.1, Newly Hired Nurses, within two (2) months after the effective date of this Agreement the nurse shall be placed at the appropriate step of the wage scale on a year-for-year basis in Appendix B for the nurse’s continuous recent experience in nursing.

8.4 Temporary Charge Nurse Assignment. A Staff Nurse assigned to a Charge Nurse position shall be compensated at the Charge Nurse rate of pay for the hours worked during the period of assignment.

8.5 Standby Pay. Nurses placed on stand-by status off hospital premises shall be compensated at the rate of Three Dollars and Fifty Cents (\$3.50) per hour of stand-by duty. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Stand-by pay shall be paid in addition to call back pay. The Employer shall continue its past practices with respect to the availability of paging devices.

8.6 Shift Differential. Second (evening) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 1500 and 2300. Third (night) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 2300 and 0700. The second (evening) shift differential shall be Three Dollars and Twenty-Five Cents (\$3.25) per hour over the hourly rate. The third (night) shift differential shall be Four Dollars and Seventy-Five Cents (\$4.75) per hour over the regular hourly rate. Low census shall not result in the loss of a shift differential the nurse would have otherwise received.

8.7 Certification and BSN Premium. Nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar (\$1.00) per hour. A nurse with a Bachelors of Science (BSN) degree in nursing shall receive a premium of One Dollar (\$1.00) per hour. A nurse shall be eligible to receive only one (1) certification premium at any given time. However, if a nurse has both an applicable certification and a BSN, the nurse shall receive a total premium of Two Dollars (\$2.00) for all hours worked.

ARTICLE 9 - PAID TIME OFF

9. Paid Time Off Program. The purpose of the Paid Time Off (PTO) program is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse’s personal needs or desires, including holidays, vacation time, and periods of treatment or illness of the nurse or family member, etc., pursuant to the requirements of this Article and related Employer policies. PTO will not apply to reserve nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7, however, these nurses shall be paid time and one half (1-1/2) when a recognized holiday, defined herein by Section 9.6, is worked.

9.1 Amount of PTO. After completing ninety (90) calendar days of employment, nurses shall be eligible to receive PTO benefits accrued from date of hire according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>	
	<u>Maximum Hours & Days [hourly rate]</u>	
1-3	200 (25 working days)	.0963
4-5	240 (30 working days)	.1155
6-7	248 (31 working days)	.1193
8-9	256 (32 working days)	.1232
10-14	280 (35 working days)	.1347
15-19	304 (38 working days)	.1462
20-24	320 (40 working days)	.1538
25-26	328 (41 working days)	.1577
27 +	336 (42 working days)	.1615

Part-time nurses accrue according to the above schedule based on hours worked paid up to full-time status per pay period. Nurses may use PTO benefits to the extent accrued in increments of not less than one (1) normally scheduled work hour. In all cases, PTO shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 9.1, FTE shall not be controlling. Rather, the nurse shall be entitled to take PTO up to the average number of hours worked over the preceding ninety (90) day period.

9.2 PTO Scheduling. The Employer shall retain the right to determine policies of scheduling PTO. Nurses shall present written requests for PTO as far in advance as is possible [up to twelve (12) months] but not less than two (2) weeks before the work schedule is posted. (See, Section 9.2.1 for PTO use due to unanticipated medical reasons.) Nurses will be notified in writing within one (1) week after the request is submitted whether the PTO is approved. In the case of conflicting requests by nurses for PTO or limitations imposed by the Employer on PTO requests, length of service shall prevail in assigning PTO provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. PTO requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule

weekends off before and after PTO. Nurses shall not be required to find their own replacements for any PTO requests.

9.2.1 PTO Use for Unanticipated Medical Reasons. Any payment of PTO due to unanticipated medical reasons (*i.e.*, sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence, which shall be given by the nurse to the Employer as soon as possible on the first day of absence. In cases of suspected abuse or fitness for duty matters, the Employer reserves the right to require reasonable written proof of illness, which permits the Employer to require a physician's statement.

9.3 PTO Pay. PTO pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's normal rate of pay.

9.3.1 Except for scheduled and approved leave pursuant to Section 12.8 Personal Leave, before a nurse can be granted unpaid time off (UTO), a nurse must have used the balance of the nurse's accrued paid time off (PTO). Nurses not scheduled to work on a holiday are not required to use PTO.

9.3.2 Nurses who attend collective bargaining sessions with the Employer on behalf of the Association may have such time charged as unpaid time off (UTO), but shall not have bargaining session days count as personal leave days under Section 12.8 Personal Leave.

9.3.3 If the Employer approves a nurse's written request for absence from work for thirty (30) days or less to perform volunteer disaster relief service, the nurse may use unpaid time off (UTO) rather than PTO.

9.4 Payment Upon Termination. After completion of one (1) year's employment, nurses shall be paid upon termination of employment for any PTO 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.

9.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of five hundred (500) hours. Hours over five hundred (500) shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance. A nurse shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO.

9.6 Work on Holiday. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the nurse's normal rate of pay: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays, except Christmas Eve, shall be defined as all hours between 2300 the day before the holiday and 2300 the day of the holiday. Christmas Eve shall be defined as all hours between 1500 and 2300.

9.7 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses.

9.8 Designation of Holidays. The Hospital shall determine when the recognized holidays, as defined in Section 9.6, shall be observed and premium pay paid.

9.9 Annual PTO Cashout. Once a year, a nurse may give notice to the Employer to elect to cashout up to eighty (80) hours of the nurse's accrued but unused bank of PTO hours. This amount of cashout must be pre-determined by the nurse at the time of election, the specific pay period when cashout payment is requested must be identified, and at both the time of cashout notice and cashout payment the nurse must have at least one hundred and sixty (160) hours of accrued and unused PTO in the nurse's bank of PTO hours, or PTO cashout will not be permitted. Employees who have four hundred (400) or more accrued and unused PTO hours will be allowed to cash out up to two hundred and forty (240) hours of accrued, but unused, PTO hours; provided that one (1) consecutive week of vacation has been taken in the last twelve (12) months.

ARTICLE 10 - EXTENDED ILLNESS BANK

10. General. The Extended Illness Bank (EIB) Program provides all eligible nurses with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies. Article 10, Extended Illness Bank, shall not apply to reserve nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7. In all cases, EIB shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 9.1, FTE shall not be controlling. Rather, the nurse shall be entitled to take EIB up to the average number of hours worked over the preceding ninety (90) day period.

10.1 EIB Accumulation. Full-time and part-time nurses earn EIB from their date of hire, however, a nurse is not eligible to use EIB until the end of his/her probationary period. Full-time nurses shall accumulate paid EIB benefits at the rate of one-half (1/2) day [four (4) hours] for each month of continuous employment. (This rate of accrual shall be prorated for part-time nurses.) There shall be no maximum accumulation cap or related cap payout.

10.2 Notification. Any payment for time off due to unanticipated medical reasons (*i.e.*, sudden sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence and expected duration which shall be given to the Employer as soon as possible on the first day of absence, and shall be updated by the nurse as the nurse's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. Personnel Action Request (PAR) forms will be utilized. In addition, where use of EIB can be planned and scheduled in advance, the nurse shall notify the Employer as soon as possible.

10.3 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of illness.

10.4 Use of EIB. EIB benefits shall be paid at the nurse's normal rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the nurse from work and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion, childbirth (but excluding nonmedical child care and breast feeding) and leave necessary for the care of a child with a health condition requiring treatment or supervision or for the care of a spouse, domestic partner (per Section 5.9, Domestic Partner), parent, parent-in-law, grandchild (for whom the nurse has established to the Hospital's satisfaction that the nurse is the primary caregiver), or grandparent of the employee who has a serious health condition or an emergency condition. [Eligible nurses desiring domestic partner coverage must submit an affidavit certifying domestic partner factors (Appendix C). In all cases, EIB benefits shall only be paid after twenty-four (24) consecutive scheduled hours are lost from the nurse's regular work schedule. (The Employer may require reasonable written proof, including a physician's statement at the Employer's discretion.) EIB shall be accessed immediately when the nurse's absence is required for hospitalization or surgery. In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for a nurse, not to be mistaken for a normal five (5) day work week schedule. For example, if a eight (8) hour nurse is scheduled to work Sunday, Monday, Tuesday, Thursday, and Friday in a given week, and the nurse reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the twenty-fifth (25th) hour of illness on the regularly scheduled Friday.

10.5 Worker's Compensation. In any case in which a nurse shall be entitled to benefits 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 EIB/PTO pay benefits otherwise payable.

10.6 PTO/EIB Conversion. In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the employee's EIB. To be eligible for this status, the illness or injury must have lasted over seventy-two (72) hours, and must have been debilitating in nature. An employee requesting such a leave exchange must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head that explains the circumstances. (The Employer may require reasonable written proof, including a physician's statement at the Employer's discretion.). If recommended by the Department Head, the Administrator shall consider the leave conversion request.

ARTICLE 11 - SENIORITY, LOW CENSUS, LAYOFF AND RECALL

11.1 Seniority. Seniority shall be determined by the following understanding between the parties and shall be administered on the basis of hospital-wide seniority for full-time and or part-time employees.

11.1.1 A Seniority Roster for individuals employed in registered nurse or nursing management positions was established effective June 22, 1997, by calculating seniority based on most recent date of employment in the following manner:

11.1.1.1 For WSNA bargaining unit nurses employed on June 22, 1997, seniority was credited at one hundred percent (100%) of the service from the most recent date of employment; and

11.1.1.2 For non-WSNA bargaining unit personnel employed on June 22, 1997, previous WSNA bargaining unit employment [as well as Licensed Practical Nurse (LPN) employment] was credited at one hundred percent (100%) of service from the most recent date of employment and fifty percent (50%) of service from the most recent date of employment in other positions.

Once the Seniority Roster and its seniority levels were set effective June 22, 1997, service for seniority purposes was, and will be, added only by employment in the WSNA bargaining unit.

11.1.2 For anyone else hired or transferred into the WSNA bargaining unit after June 22, 1997, seniority accrues only by service based on most recent date of employment in the WSNA bargaining unit.

{Note: Reserve Nurses do not accrue seniority.}

11.2 Low Census. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the normal rate of pay. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low census day off. If prior to the start of a nurse's scheduled shift a nurse is notified of a mandatory low census day off less than two (2) hours prior to the start of that shift, the nurse shall receive four (4) hours of pay at the normal rate. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, volunteers being sought and considered first. Nurses will also be offered the option to float to areas where they are needed and qualified as determined by the Employer on the basis of relevant criteria. Regular full-time and part-time nurses will be given priority over casual and/or reserve nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualification are not overriding factors as determined by the Employer on the basis of relevant

criteria. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period.

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

11.4 Layoff and Recall. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, seniority shall be controlling in layoff and recall, mandatory reduction in status, and mandatory shift changes. In exercising its judgment, the Employer may take into consideration all of the various services provided to hospital patients. In the event of a layoff, mandatory reduction in status, or mandatory shift change, the Employer shall contact the Local Unit Chairperson and the Association thirty (30) days prior to the event and discuss the timing and procedures (including orientation of nurses whose unit is changed) for effecting a layoff, change in status or shift change before taking any action. Subject to the above qualification, the principle of seniority shall be recognized to the extent practical and feasible, keeping patient care considerations in mind at all times. A seniority roster will be available. The names of affected nurses will be placed on a reinstatement roster for a period of up to twelve (12) months after layoff, mandatory status change or mandatory shift change. A nurse shall be removed from the roster upon accepting employment in a position with the same shift and status, upon refusal to accept a position with the same shift and status, or at the end of the twelve (12) month period. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, status change or shift change, providing skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria. Subject to the above qualification, nurses on the reinstatement roster will be offered reinstatement prior to any nurses being newly hired and prior to increasing scheduled hours of nurses not on the roster. Upon reinstatement from the roster, the nurse shall have all previously accrued benefits and seniority restored, subject to benefit plan eligibility requirements. A nurse who is laid off will have the option at the time of layoff to receive accrued but unused vacation and personal holidays and may continue group insurance coverage at the nurse's expense, subject to insurance plan eligibility requirements.

11.5 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 12 - LEAVES OF ABSENCE

12.1 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.

12.2 Family & Medical Leave. An eligible nurse shall be entitled to use unpaid leave under the procedures of this Section. An eligible nurse is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least one thousand two hundred fifty (1,250) hours for the Employer.

12.2.1 Leave may be taken for up to twelve (12) workweeks during a twelve (12) month period (measured forward from the date the nurse first takes family and medical leave under this Section) to care for (1) the nurse's newborn child, newly adopted child, or newly placed foster child; (2) the nurse's spouse, domestic partner (per Section 5.9, Domestic Partner), child or parent with a serious health condition; or (3) the nurse's own serious health condition that leaves the nurse unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

12.2.2 A nurse must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as practicable. Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave, with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health care provider chosen jointly by the nurse and the Employer should there be a continuing disagreement on the need for such leave.

12.2.3 If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 12.2.2, the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

12.2.4 If a nurse takes leave to care for the nurse's newborn or adopted child, the nurse may (or the Employer may require the nurse to) use available accrued paid time off (PTO) hours while on family and medical leave. If the nurse takes leave to care for him or herself or a sick child with a serious illness, the nurse may (or the Employer may require the nurse to) use

accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

12.2.5 For the duration of an approved leave under this Section, the Employer will continue the nurse's existing health insurance (medical and dental) under the same conditions as would have been provided to the nurse if the nurse were not on such leave. (If a nurse does not return to work from such leave, the nurse must reimburse the Employer for all premiums paid for the nurse during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (*e.g.*, PTO/EIB) during such leave. While a nurse is on family and medical leave, the Employer may require the nurse to report to the nurse's Manager on a monthly basis, regarding the nurse's status and intention to return to work.

12.2.6 On completion of such leave, the nurse will be assigned to the same position, or a position with equivalent pay, FTE status, shift, and unit unless the Employer has other independent reasons that prevent such reassignment (*e.g.*, reorganization, discharge for cause, or reduction in workforce, shifts or hours).

12.2.7 FMLA & the Military.

12.2.7.1 FMLA & Family Member Active Duty Exigency. An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

12.2.7.2 FMLA Leave to Care for an Injured Service Member. An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

12.3 Active Duty/Active Training Duty Military Leave. A nurse shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

12.4 Military Spouse/Domestic Partner Deployment Leave. Up to fifteen (15) business days of leave will be granted to a qualified nurse [nurse who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (per Section 5.9, Domestic Partner) is on

leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, PTO and/or EIB may be used, at the nurse's discretion. The nurse must provide the Hospital with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse or domestic partner will be on leave or of an impending call to active duty.

12.5 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.

12.6 Education Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per calendar year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs, including on-line offerings and independent study coursework eligible for Continuing Education credits; provided the number of nurses wishing to attend does not jeopardize the hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose 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. Additionally, regular full-time or part-time nurses shall be reimbursed for approved programs (with receipts), not to exceed Two Hundred Dollars (\$200.00) per calendar year related to such educational meetings, including travel/hotel expenses, tuition, registration fees, *etc.* or for the purpose of purchasing educational materials for self-study; provided, such reimbursement does not in the Employer's judgment jeopardize budgetary constraints. On a case-by-case basis, the Employer may in its discretion exceed this annual reimbursement level, when the Hospital determines there are sufficient special circumstances.

12.7 Health and Parenting Leave. Separate from Family & Medical Leave (FMLA Leave), as provided under Section 12.2 of this Agreement, upon completion of the probationary period, a leave without pay for up to six (6) months without loss of benefits accrued to the date such leave commences shall be granted for health or disability reasons or parenting reasons (i.e., maternity, paternity or legal adoption) pursuant to this Section. During such leave, a nurse may (or the Hospital may require the nurse to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours, as appropriate.

12.7.1 Pregnancy Disability. When a nurse is disabled due to pregnancy, she shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse will be returned to the first available position for which the nurse is qualified.

12.7.2 Other Health, Disability or Parenting Leave. After one (1) year of continuous employment, a nurse not eligible for FMLA leave shall be granted health, disability

or parenting leave and 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. For any nurse who has completed the probationary period (FMLA eligible or not) and whose leave exceeds twelve (12) weeks but is less than six (6) months, the nurse shall be offered the first available opening for which the nurse is qualified.

12.8 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal rate of pay.

12.9 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request, provided such leave does not jeopardize hospital service.

12.10 Bereavement Leave. Up to three (3) days of paid leave in lieu of regularly scheduled work days shall be allowed for death in the immediate family. An additional two (2) days may be granted for a maximum of five (5) days when extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse or domestic partner (per Section 5.9, Domestic Partner), brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister.

12.11 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.

12.12 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening for which the nurse is qualified except as otherwise provided herein.

12.13 Worker's Compensation. Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status. Nurses receiving industrial insurance benefits for more than twelve (12) weeks shall have first choice on the first available similar opening on the same shift for which the nurse is qualified.

ARTICLE 13 - EMPLOYMENT PRACTICES

13.1 Personnel Files. A nurse shall have access to the nurse's own personnel file. After the completion of the probationary period, the Employer shall at the written request of a nurse 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.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted on a previously designated bulletin board at least ten (10) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service; providing the skill, ability, experience, competence or qualifications of applicants and replacements are not overriding factors. 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.

13.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at Practice Council of Nursing meetings.

13.4 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.

13.5 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.

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

13.7 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.

13.7.1. Nurses are encouraged to notify the Nurse Manager/Supervisor if they desire or believe they require additional training or experience to maintain competency in a unit other than their primary assignment. The nurse and Nurse Manager/Supervisor will assess and develop an action plan that is mutually agreeable to meet the on-going competency requirements.

13.8 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, EIB accrued and PTO accrued. No later than July 1, 2009, payroll statements shall clearly indicate the rate of pay for all hours worked.

13.9 Performance Evaluations. A written performance evaluation shall be conducted at the end of the probationary period and annually thereafter. 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.

13.10 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.

13.11 Safety & Health. The parties recognize that safety and health is an important matter for the Hospital, its nurses, quality patient care, and the Association; and that therefore, nurse safety and health shall be a standing agenda item for the Practice Council of Nursing under this Agreement. Periodic agenda items for the Council may be infection control, ergonomics, reduction of latex in the workplace, safe needle devices, back injuries, safety education, possible research projects, and other subjects, including support staff, resources, equipment, knowledge and safety expectations. The Hospital's Safety Officer (or designee) shall be a standing member of the Council. The Council may report on significant safety and health matters to Nursing Leadership of the Hospital, and Nursing Leadership shall coordinate with the Hospital's Safety Officer as needed. A nurse who has a safety concern may report it to the appropriate Chief Nurse Executive for review and discussion. The Chief Nurse Executive shall also forward the report and any action taken to the Hospital Quality/Patient Safety Committee and/or the Hospital (Employee) Safety Committee.

ARTICLE 14 - HEALTH AND INSURANCE BENEFITS

14.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer's group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work thirty (30) hours per week or more (.75 FTE status or more) for the least costly health insurance plan offered by Employer. [Effective January 1, 2012, the Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work twenty four (24) hours per week or more (.6 FTE status or more).] As for other eligible part-time nurses, the Employer shall pay one-half (1/2) the full-time employee rate and the nurse shall pay the other one-half (1/2) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs for a nurse's self-coverage under the least costly health insurance plan offered by Employer. The Employer shall not contribute to the payment of nurses' premiums on a less favorable basis than it does for other bargaining unit employees. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. The parties acknowledge that the Employer is currently offering participation in Washington State Public Employee Benefits Board (PEBB) plans as presented to

it by PEBB, and the Employer cannot control plan design or scope of benefits. Eligible nurses must pay for any desired dependent coverage, which shall also include “qualified domestic partners”, subject to plan eligibility rules. [Eligible nurses desiring “qualified domestic partner” coverage must submit documents, as required by PEBB.] The Association may appoint a nurse to the Employer's Employee Benefits Committee. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will consult (not bargain) about the proposed plan changes with the Association prior to implementation. If the Association is dissatisfied with the Employer's decision after consultation, the Association may within seven (7) calendar days call for a meet and confer session to negotiate on an expedited basis during the fourteen (14) calendar days period following such notice by the Association. If the parties are unable to reach an Agreement within this expedited negotiations period, the Employer can implement its medical or dental insurance plan changes unilaterally. The Employer shall give the Association notice of implementation in writing, and it is understood that the provisions of Article 17 - NO STRIKE - NO LOCKOUT shall apply. On receipt of notice to implement from the Employer, the Association may call for advisory arbitration on plan change negotiations issues that were unresolved. The parties shall use the Arbitrator selection procedures of Section 18.5 of ARTICLE 18 - GRIEVANCE PROCEDURE. The arbitrator's decision shall be advisory only to the Hospital's Board of Commissioners, who retain final authority for a decision. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

14.2 TB Health Tests. At the time of employment and annually thereafter, 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, and annually thereafter as is required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's hospital unless they can be performed elsewhere at no cost to the Employer.

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

14.4 Life Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with life and accidental death and dismemberment insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse.

14.5 Disability Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with long-term disability insurance, and shall pay the full premium for the base plan for all such nurses. Such disability insurance shall be provided to all eligible nurses regularly scheduled to work thirty (30) hours per week or more (.75 FTE status or more). Effective January 1, 2012, such disability insurance shall be provided to all eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more).

ARTICLE 15 - RETIREMENT PLAN

15.1 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), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse.

ARTICLE 16 – COMMUNICATIONS

16.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least quarterly and shall consist of three (3) representatives of management and three (3) representatives of the nurses covered by this Agreement. All members of the Committee shall be employees of the Employer.

16.2 Practice Council of Nursing. A Practice Council of Nursing shall be instituted and maintained in the Employer's hospital and meet at least once quarterly. In addition to members appointed by the Employer, at least fifty percent (50%) of the Council members [no less than three (3)] shall consist of registered nurses selected by nurses covered by this Agreement. In addition, the WSNA may also designate one (1) standing member of the Council. The purpose of this Council is to discuss and advance nursing practices. The Council shall strive to have membership from all areas of the organization. The Council will identify, maintain, and modify standards of nursing practice within the organization. This Council shall be advisory.

ARTICLE 17 - NO STRIKE - NO LOCKOUT

17.1 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 18 - GRIEVANCE PROCEDURE

18.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

18.2 Step 1 - Nurse and Immediate Supervisor: 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 shall first discuss it with his or her immediate supervisor within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. The supervisor shall respond within five (5) calendar days.

18.3 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 shall reduce the grievance to writing and submit it to the appropriate Chief Nurse Executive (or designee) within seven (7) calendar days from the date of the Step 1 response. 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, 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) working days of its receipt.

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

18.5 Step 4 - Binding Arbitration: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to a final and binding arbitration within ten (10) calendar days following the date of the Hospital Administrator's or designee's response. The Association shall promptly request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or

not taking, the action grieved, he or she shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 19 – STAFFING

19.1 Staffing. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for WGH-WSNA Conference Committee 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. When appropriate, the nurse should use appropriate forms to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. Standards established by the Centers for Medicare/Medicaid and Washington State Department of Health (“DOH”) shall be considered relevant criteria for determining appropriate staffing levels.

19.2 Staff Development. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the Conference Committee. Such programs shall be consistent with the standards established by the Centers for Medicare/Medicaid and Washington State Department of Health (“DOH”). 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 20 - GENERAL PROVISIONS

20.1 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.

20.2 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.

20.3 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.

ARTICLE 21 - MANAGEMENT RIGHTS

21.1 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 22 - TERM OF AGREEMENT

22.1 Duration and Renewal. This Agreement shall become effective on April 1, 2009 pursuant to approval of the Employer's Board of Commissioners, and shall continue in full force and effect through and including March 31, 2012, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to March 31 of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by RCW 41.56.123(1).

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

WASHINGTON STATE NURSES ASSOCIATION

By Margaret Schmidt
Margaret Schmidt RN, Local Unit Chair
Date _____

By Pat Meyers RN
Pat Meyers RN, Local Unit Representative
Date 4-21-09

By Kathryn M Cox RN
Kathryn Cox, RN, Local Unit Representative
Date _____

By _____
M. Irene Puhr, RN, Local Unit Representative
Date _____

By Michael Sanderson
Michael Sanderson, Esq., WSNA Labor Counsel
Date 4/2/09

By Doreen Painter-Jacobson
Doreen Painter-Jacobson RN, Grievance Officer
Date _____

By Linda Boling
Linda Boling, RN, Local Unit Representative
Date 4/21/09

By _____
Sarah J. Mc Comb, RN, Local Unit Representative
Date _____

By Lisa Toomey RN
Lisa Toomey, RN, Local Unit Representative
Date 4/21/09

By Michele Rose RN
Michele Rose, WSNA Nursing Representative
Date 4/28/09

WHIDBEY GENERAL HOSPITAL

By Tom Tomasino
Tom Tomasino
Interim Chief Executive Officer
Date 4/21/09

By Katie Carr RN
Katie Carr
Director, Surgical Services
Date 4/21/09

By John Bitting
John Bitting
Acting Chief Nurse Executive
Date 04/21/09

By Carolyn Pape
Carolyn Pape
Director, Human Resources & Support Services
Date 4/21/09

APPENDIX A

**AUTHORIZATION TO MAKE PAYROLL
DEDUCTION FOR ASSOCIATION DUES OR AGENCY FEE**

I hereby authorize my employer _____ to deduct my Washington State Nurses Association dues or lower agency fee 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 or lower agency fee 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: REGISTERED NURSES Effective the first day of the first payroll period after the dates shown, the minimum hourly wage rates under this Agreement shall be:

<u>Nurse – Step Year</u>	<u>Minimum Hourly Wage Rates Under this Agreement</u>		
	<u>4-1-09 (3.0%)</u>	<u>4-1-10 (3.5%)</u>	<u>4-1-11 (4.0%)</u>
Base Starting Rate	\$24.635	\$25.497	\$26.517
After one (1) year of continuous employment	\$25.697	\$26.596	\$27.660
After two (2) years	\$26.794	\$27.732	\$28.841
After three (3) years	\$27.891	\$28.867	\$30.022
After four (4) years	\$28.999	\$30.014	\$31.215
After five (5) years	\$30.061	\$31.114	\$32.358
After six (6) years	\$31.182	\$32.273	\$33.564
After seven (7) years	\$32.267	\$33.396	\$34.732
After eight (8) years	\$33.376	\$34.544	\$35.925
After nine (9) years	\$34.438	\$35.643	\$37.069
After ten (10) years	\$35.558	\$36.802	\$38.274
After eleven (11) years	\$35.558	\$36.802	\$38.274
After twelve (12) years	\$36.631	\$37.914	\$39.430
After thirteen (13) years	\$36.631	\$37.914	\$39.430
After fourteen (14) years	\$37.728	\$39.049	\$40.611
After fifteen (15) years	\$37.728	\$39.049	\$40.611
After sixteen (16) years	\$38.862	\$40.222	\$41.831
After seventeen (17) years	\$38.862	\$40.222	\$41.831
After eighteen (18) years	\$39.992	\$41.392	\$43.048
After nineteen (19) years	\$39.992	\$41.392	\$43.048
After twenty (20) years	\$41.206	\$42.648	\$44.354
After twenty-one (21) years	\$41.206	\$42.648	\$44.354
After twenty-two (22) years	\$42.442	\$43.927	\$45.685
After twenty-three (23) years	\$42.442	\$43.927	\$45.685
After twenty-four (24) years	\$42.442	\$43.927	\$47.055
After twenty-five (25) years	\$43.715	\$45.245	\$47.055
After twenty-six (26) years	\$44.589	\$46.150	\$47.996
After twenty-seven (27) years	\$44.589	\$46.150	\$47.996
After twenty-eight (28) years	\$45.482	\$47.074	\$48.957
After twenty-nine (29) years	\$45.482	\$47.074	\$48.957
After thirty (30) years	\$46.391	\$48.015	\$49.935
Charge Nurse (per hour premium)	\$2.00		

APPENDIX C

AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____, certify that _____ and I
Nurse's Name Name of Domestic Partner
are domestic partners and that we meet the following domestic partner factors:

1. have a close personal relationship in lieu of lawful marriage,
2. are not married to anyone,
3. are not related by blood closer than would bar marriage in the State of Washington,=and
4. are each other's sole domestic partner and are responsible for each other's common welfare.

I understand that this affidavit shall be terminated by death of my domestic partner or by a change of circumstance attested to in this affidavit. I understand that I am responsible for obtaining my own personal guidance and advice related to this decision, such as tax, financial and legal issues.

Nurse's Signature

Date

MEMORANDUM OF UNDERSTANDING

Between

WHIDBEY GENERAL HOSPITAL

And

WASHINGTON STATE NURSES ASSOCIATION

This Memorandum of Understanding is between Whidbey General Hospital ("Hospital") and the Washington State Nurses Association ("Association") regarding low census matters covered by the Collective Bargaining Agreement ("Agreement") between the parties.

1. When a nurse is placed by the Hospital on low census, the Hospital will not assign mandatory standby duty to the nurse. However, on a case-by-case basis, the nurse and supervisor may voluntarily agree on a variable amount of standby duty hours. In all such cases, one and one half (1-1/2) times the normal rate of pay shall apply to actual work hours when called in from such standby duty. Standby pay shall be paid in addition to call back pay.


2. The Hospital's March 17, 1992 "Guidelines for Mandatory Low Census" (as modified January 30, 1997) define how low census hours are to be treated regarding the cap for mandatory low census hours in Section 11.2, Low Census, of the Agreement, and the Hospital's management and nurses shall be educated on following these guidelines. In this regard, if a nurse requests low census time in advance (prior to the shift) this is not mandatory low census. Mandatory low census is when the Hospital assigns low census time to the nurse or when a nurse volunteers for low census after the Hospital asks a nurse.

2.1 A request is when a nurse offers to take low census. The offer is always initiated by the nurse and the requesting nurse is not considered a volunteer.

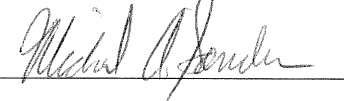
2.2 A volunteer is when a nurse accepts the Hospital's offer to take low census. The offer must be initiated by the Hospital and communicated to the individual nurse verbally or in writing.

Dated: 4/2, 2009

FOR WHIDBEY GENERAL HOSPITAL

By: 

FOR WASHINGTON STATE
NURSES ASSOCIATION

By: 

Guidelines for Mandatory Low Census:

WHIDBEY GENERAL HOSPITAL

March 17, 1992

(Revised January 30, 1997)

(Effective June 22, 1997)

Guidelines for Mandatory Low Census

Purpose: The purpose of establishing a "48 hour low census cap" is to protect nursing staff against excessive loss of income and to provide the Nursing Department with a means to modify staffing levels to ensure that nurse resources are present to meet patient care requirements. Principles considered in addition to skill and qualifications and where they are not overriding factors as determined by the manager of the unit, in establishing these guidelines are:

1. Whenever possible volunteers for mandatory low census will be sought.
2. Mandatory low census will be rotated equitably, and the order will be volunteers, agency, reserve and when possible those working above their assigned FTE levels (per pay period).

Guidelines:

1. Mandatory low census hours counting towards the 48 hour cap are those hours where management has mandated previously scheduled work time be taken off without pay, including those hours where the nurse has volunteered for the low census.
2. Nurses who volunteer for a low census day will be rotated to the bottom of the list.
3. Mandatory low census days will be given only after it is determined that there is not work for the nurse to perform elsewhere in the building. Nurses may be oriented to other units but not floated and asked to perform primary assignments in areas where they have not the ability and/or orientation to the procedures and requirements.
4. However, if a nurse requests low census hours in advance, it will not count towards the mandatory cap.
5. Nurses who request paid PTO for mandatory low census hours will not have those hours count towards the 48 hour cap.
6. All low census hours will be noted by the employee on the payroll time sheet as hospital convenience hours.

Record Keeping:

1. The nursing manager for each unit will put in place a system for keeping record of mandatory low census and noting hours, which count towards the 48 hour cap. The nurse will have a responsibility to monitor her own hours and bring concerns in a timely manner to the attention of Nursing Administration.

Definition of Unit for Low Census Purposes:

1. Medical-Surgical/Critical Care Unit
2. Whidbey Family Birth Place
3. Operating Room
4. Recovery Room/Ambulatory Surgery
5. Emergency Department
6. Home Health Care

(Revised 4/23/92, & 1/30/92)

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

10 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WGH-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- Rest between shifts: There will be 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 at a premium rate of one and one half (1-½) times the normal rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- Overtime: Overtime will be paid when the nurse works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one half (1-½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 10 Hour Agreement works an Eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- Meal and Rest Periods: Two (2) fifteen minute paid rest periods will be provided during each shift. One (1) unpaid meal period will be provided during the shift.
- Shift Differential: The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- Call Back: When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period.
- Holiday not worked: If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.
- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's normal rate of pay for the hours between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's normal rate).
- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to

a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.

- Other: Ten (10) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a Ten (10) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the ten (10) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond forty (40) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-1/2) times the straight time hourly rate]. I understand I will not be paid overtime if required to work ten (10) or twelve (12) hour shifts as long as the total number of hours do not exceed forty (40) in a seven (7) calendar day pay period.

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

12 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WGH-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- Rest between shifts: There will be 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 at a premium rate of one and one half (1-½) times the normal rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- Overtime: Overtime will be paid when the nurse works beyond a twelve (12) hour work shift. Additionally, a .9 FTE nurse will receive overtime after working three (3) twelve-hour shifts in a seven (7) day period, when requested by the hospital. All premium overtime shall be computed at one and one-half (1-½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 12 Hour Agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when he/she exceeds twelve (12) hours of work. When a nurse under a twelve (12) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- Meal and Rest Periods: A fifteen (15) minute paid rest period will be provided during each four (4) hour period. Two (2) meal periods, one (1) paid and one (1) unpaid, will be provided during a twelve (12) hour shift. One (1) unpaid meal period will be provided during eight (8) and ten (10) hour shifts.
- Shift Differential: The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- Call Back: When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period.
- Holiday not worked: If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.
- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's normal rate of pay for the hours

between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's normal rate).

- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.
- Other: Twelve (12) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a twelve (12) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the twelve (12) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond forty (40) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-½) times the straight time hourly rate]. I understand I will not be paid overtime if required to work ten (10) or twelve (12) hour shifts as long as the total number of hours do not exceed forty (40) in a seven (7) calendar day pay period.

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

MEMORANDUM OF UNDERSTANDING

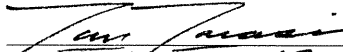
“JOB SHARE” GUIDELINES

This Memorandum of Understanding ("Memorandum") is between Whidbey General Hospital ("Hospital") and the Washington State Nurses Association regarding “Job Shares”. It is agreed that Nurses may voluntarily elect to share part of their full-time equivalency (“FTE”) subject to the following guidelines:

1. The Job Share agreement must be mutually agreeable between the parties who are defined as the original FTE'd employee (primary), the employee picking up, or sharing, the FTE/hours (secondary), and the Manager/Director.
2. It is understood that the individual hired at an FTE (Primary) is responsible for and agrees to work up to the level of that FTE.
3. The Job Share agreement may be discontinued by any of the nurses or Manager with at least thirty (30) days written notice to all involved. When agreements are discontinued, guideline two, above, applies and the primary nurse becomes responsible for her assigned FTE.
4. Job sharing may only be done no less than four (4) hour blocks of time. On call/Standby will not be part of job sharing.
5. Time worked in excess of the job share shift will be paid at one and one-half (1-½) times the nurse’s regular rate of pay.
6. The job share agreement shall be reviewed at the time of each contract renewal. The original agreement form must have the initials of all three parties and the date of review signifying the continued mutual agreement of the job share.
7. An individual nurse's benefits could be impacted by the addition or subtraction of the "shared" hours. Prior to the agreement, Human Resources will review with each nurse any expected changes to areas of benefits. All parties must be fully informed, in writing, of and agree to said changes before the job share can be initiated.
8. Job share partners shall have equal skills and abilities as determined by management.
9. There will be no additional premium or overtime pay as a result of the job share.
10. Job share hours will be posted according to Section 13.2 of the Collective Bargaining Agreement.
11. All job shares must be approved in writing via a Job Share Agreement Form. (See Attached.)

This memorandum of understanding may be altered or added to at any time both parties agree to any changes. Anticipated changes to this Memorandum of Understanding shall be discussed and agreed to at a joint Conference Committee.


FOR WHIDBEY GENERAL HOSPITAL:



Its: TOM TOMMASINO
Date: 4/21/09

Its: INTERIM CEO
Date: _____

FOR THE WASHINGTON STATE
NURSES ASSOCIATION:



Its: 4/2/09 Labor Representative
Date: 4/2/09

JOB SHARE AGREEMENT FORM

I, _____, agree to job share _____ of my FTE with _____.
The rules and conditions of this job share (refer to Job Share MOU) have been reviewed and explained to both parties and we have agreed to comply. We are in clear and full understanding of the impact, or non-impact, of benefit changes, which have been explained by the WGH Human Resources Director, or designee. This job share will begin _____.

Signed on this date: _____

By: _____

Primary

By: _____

Secondary

By: _____

WGH Manager/Director

By: _____

WGH Human Resource Director

Reviewed March, 2002

Memorandum of Understanding
Substance Abuse Policy

Whidbey General Hospital (“Hospital”) and the Washington State Nurses Association (“Association” or “WSNA”) agree that it is important to the health and safety of the Hospital’s patients, guests and employees that the Hospital provides a drug and alcohol-free work environment that prevents substance abuse. The Hospital and Association actively support and encourage efforts for ongoing education, for employees to seek help, for a supportive environment that promotes health. Therefore, the parties agree that as modified by this Memorandum of Understanding, the Hospital’s Substance Abuse Policy (January 2004) applies to this bargaining unit:

1. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 3. The approval executives required for reasonable suspicion testing are modified to be:

Administrator, Assistant Administrator(s), or Chief Nurse Executive(s).

2. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 4.f and ¶ 7. ¶7 is deleted and ¶ 4.f is modified by adding:

If an employee is reasonably associated with a missing controlled substance, then the employee may be tested for that specific substance. For example, if a quantity of Demerol is missing, all persons with access to the missing Demerol may be tested for Demerol use. The Hospital will not test for other unrelated substances as part of this investigation, unless the Hospital has additional information that leads it to reasonably suspect a particular employee is impaired.

3. Section VII. ENFORCEMENT AND DISCIPLINE. The second sentence is deleted and replaced with:

However, the Hospital will not automatically discharge any employee who fails a substance test (alcohol or drugs), but instead shall review each situation on a case-by-case basis for discipline, up to and including discharge, as appropriate. Under the Collective Bargaining Agreement between the Hospital and the Association, the discipline and discharge standard is “just cause”.

4. Section IX. VEHICLE SEARCHES. The following text is added:

IX. VEHICLE SEARCHES.

The Hospital will not search an employee’s personal vehicle on Hospital property without appropriately involving law enforcement personnel and obtaining a search warrant.

5. Section XI. RECORDS. This Section is renumbered from Section X to Section XI, and the third sentence is revised by adding the phrase “as required by job duties” for clarification to read as follows:

. . . Only Hospital management representatives with a "need-to-know" responsibility, as required by job duties, will be made aware of substance abuse situations or test results. . .

FOR WHIDBEY GENERAL HOSPITAL

By: Tom Thomas
Tom THOMASINO
Its: INTERIM CEO
Date: 4/21/09

FOR WASHINGTON STATE
NURSES ASSOCIATION

By: Michael O. Smith
Its: Labor Representative
Date: 4/2/09

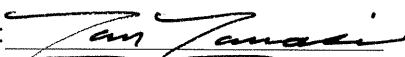
MEMORANDUM OF UNDERSTANDING

Whidbey General Hospital and the Washington State Nurses Association agree that:

1. Through this Memorandum of Understanding a nurse otherwise eligible to donate paid time off (PTO) under the Hospital's PTO donation policy shall be allowed to donate in four (4) hour increments, and not be limited to eight (8) hour increments.

2. On a monthly basis through July 1, 2009, the Hospital shall inform the Association of the status of the data processing system conversion to accomplish this pursuant to Section 13.8, Payroll Records.

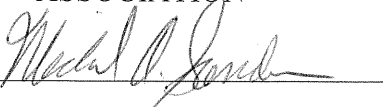
FOR WHIDBEY GENERAL HOSPITAL

By: 
TOM TOMASI

Its: INTERIM CEO

Date: 4/21/09

FOR WASHINGTON STATE NURSES
ASSOCIATION

By: 

Its: Labon Representative

Date: 4/2/09