

**2007 - 2010**

**EMPLOYMENT AGREEMENT**

**by and between**

**YAKIMA HMA, INC. d/b/a  
YAKIMA REGIONAL MEDICAL AND HEART CENTER**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - NONDISCRIMINATION .....	1
ARTICLE 3 - MEMBERSHIP & REPRESENTATION .....	1
3.1 Membership .....	1
3.2 Payroll Deduction .....	2
3.3 Rosters .....	2
3.4 Local Unit Chairperson Association Representative .....	2
3.5 Bulletin Board .....	2
3.6 Meeting Rooms .....	3
3.7 Notification .....	3
3.8 Personal Data .....	3
ARTICLE 4 - DEFINITIONS .....	3
4.1 Staff Nurse .....	3
4.2 Charge Nurse .....	3
4.3 Preceptor Nurse .....	3
4.4 Probationary Period .....	3
4.5 Regular Status .....	4
4.6 Per Diem Nurse .....	4
4.7 Regular Rate of Pay .....	4
ARTICLE 5 - EMPLOYMENT PRACTICES .....	5
5.1 Resignation Notice by a Nurse .....	5
5.2 Low Census .....	5
5.3 Posting of Vacant Positions .....	6
5.4 Parking .....	7
5.5 Alcohol and/or Chemical Dependency .....	7
ARTICLE 6 - SENIORITY - LAYOFF AND RECALL .....	7
6.1 Seniority Defined .....	7
6.2 Layoff .....	8
6.3 Restructure of Staff .....	10
6.4 Recall .....	10
6.5 Cash Out of PTO .....	11
6.6 Termination of Seniority/Recall Rights .....	11
6.7 Disputes Regarding Qualifications .....	11
ARTICLE 7 - HOURS OF WORK & OVERTIME .....	12
7.1 Normal Work Period .....	12
7.2 Normal Work Day .....	12
7.3 Innovative Scheduling .....	12
7.4 Meal/Rest Periods .....	12
7.5 Overtime .....	13
7.6 Mandatory Overtime Prohibition .....	13

7.7	Work on Day Off.....	13
7.8	Work in Advance of Shift.....	13
7.9	Weekends .....	13
7.10	Travel.....	14
7.11	Posting of Schedules.....	14
7.12	Rotation of Shifts.....	14
7.13	Floating.....	14
7.14	Application of Premium Pay .....	15
7.15	Rest Between Shifts.....	15
7.16	Personnel Policies.....	15
7.17	Extended Work Period .....	15
7.18	Acuity Staffing .....	16
ARTICLE 8 - WAGES .....		16
8.1	Wages .....	16
8.2	Wage Increase Effective Dates.....	17
8.3	Recognition for Previous Experience .....	17
8.4	Temporary Assignment to a Higher Position .....	18
ARTICLE 9 - SHIFT DIFFERENTIAL & PREMIUM PAY .....		18
9.1	Shift Differential.....	18
9.2	Stand-by.....	18
9.3	Callback .....	19
9.4	BSN/MSN Recognition .....	19
9.5	Certification Pay .....	19
9.6	Preceptor Pay .....	20
9.7	Charge Pay.....	20
9.8	Weekend Premium Pay .....	20
ARTICLE 10 - PAID TIME OFF.....		20
10.1	Method of Payment .....	20
10.2	Eligibility .....	20
10.3	Accrual .....	20
10.4	Termination PTO Pay.....	21
10.5	Request for PTO .....	21
10.6	PTO Donations .....	22
10.7	Holiday Pay .....	22
10.8	Rotation of Major Holidays.....	23
10.9	Holiday Posting .....	23
ARTICLE 11 - EARNED ILLNESS TIME .....		23
11.1	Earned Illness Time Accrual .....	23
11.2	Use of EIT .....	23
11.3	Verification.....	23
11.4	Recurrent Illness.....	23
11.5	Notice .....	24
11.6	Maximum Accrual.....	24

11.7 Notification of Absence from Work..... 24

ARTICLE 12 - HEALTH AND WELFARE..... 24

12.1 Health Benefits ..... 24

12.2 Employee Health Screening ..... 24

12.3 Retirement ..... 24

12.4 Life Insurance and Disability Plan ..... 24

12.5 Plan Changes ..... 24

ARTICLE 13 - STAFF DEVELOPMENT..... 25

13.1 Education ..... 25

13.2 Orientation ..... 25

13.3 Tuition Assistance ..... 25

13.4 Paid Professional /Educational Time..... 25

13.5 Unpaid Professional /Educational Time ..... 26

13.6 Definition - Professional /Educational ..... 26

13.7 Scheduled Educational Time ..... 26

13.8 Continuing Education Reimbursement..... 26

ARTICLE 14 - APPRAISAL AND DISCIPLINE ..... 26

14.1 Evaluations ..... 26

14.2 Personnel File ..... 26

14.3 Discipline and Discharge..... 27

ARTICLE 15 - LEAVES OF ABSENCE..... 27

15.1 In General ..... 27

15.2 Maternity Leave..... 27

15.3 Family Leave..... 27

15.4 Washington Family Care Act ..... 28

15.5 Child Care Leave ..... 28

15.6 Health Leave..... 29

15.7 Military Leave ..... 29

15.8 Jury Duty ..... 29

15.9 Bereavement Leave ..... 29

15.10 Leave With Pay Status..... 29

15.11 Leave Without Pay Status ..... 29

15.12 Employment While on Compensated Leave ..... 30

15.13 Return from Leave..... 30

ARTICLE 16 - COMMITTEES ..... 30

16.1 Conference Committee ..... 30

16.2 Nurse Practice Committee ..... 30

16.3 Attendance at Committee Meetings ..... 31

ARTICLE 17 - STRIKES /WORK STOPPAGES, AND WORK SLOWDOWNS ..... 31

ARTICLE 18 - GRIEVANCE PROCEDURE ..... 31

18.1 Definition..... 31

18.2 Time Limits ..... 31

18.3 Content of Grievance..... 32

18.4 Grievance Procedure ..... 32

ARTICLE 19 - MANAGEMENT RIGHTS & RESPONSIBILITIES..... 33

ARTICLE 20 - GENERAL PROVISIONS ..... 33

20.1 State and Federal Laws..... 33

20.2 Amendments..... 33

20.3 Financial Adversity ..... 33

20.4 Non-Contract Past Practice..... 34

ARTICLE 21 - DURATION ..... 34

Memorandum of Understanding ..... 35

**2007**  
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by and between  
**YAKIMA HMA, INC. d/b/a YAKIMA REGIONAL MEDICAL AND**  
**HEART CENTER**  
and  
**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is between Yakima HMA, Inc, d/b/a Yakima Regional Medical and Heart Center (hereinafter referred to as the “Employer” or the “Medical Center”), and the Washington State Nurses Association (hereinafter referred to as “Association”). The purpose of this Agreement is to promote equitable employment relations and conditions between the nurses covered by this Agreement and the Medical Center in order to meet the mutual objective of quality patient care.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Washington State Nurses Association as the representative for all registered nurses (“nurses”) employed in the Medical Center as staff nurses and charge nurses for the purpose of negotiating rates of pay, hours of work, working conditions, and other matters as specified in this Agreement and excluding supervisors as defined by the National Labor Relations Act.

**ARTICLE 2 - NONDISCRIMINATION**

Neither the Medical Center nor the Association may discriminate against any nurse for reason of race, religion, age, gender, disability, color, sexual orientation, national origin or membership or non-membership in the Association.

**ARTICLE 3 - MEMBERSHIP & REPRESENTATION**

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

3.1.1 **New Hires and Current Non-Members.** Nurses who are not members of the Association on the date this Agreement is ratified and nurses hired after the effective date of this Agreement shall have ninety (90) days from the date of ratification or their date of hire, whichever is later, to notify the Association in writing by certified mail of their intention not to join the Association. Such notice must be postmarked during the ninety (90) day period and sent to the Association’s office with a copy sent to the Hospital’s Human Resources Department. In

the event the current non-member or the newly hired nurse fails to exercise this option within ninety (90) days, then that nurse shall be required to become and remain an Association member in good standing within sixty (60) days from the end of the ninety (90) day period from the date of ratification or hire for newly hired nurses.

3.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of Section 3.1 and 3.1.1 as the tendering of Association dues and fees, in accordance with applicable law, on a timely basis. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing as required by Section 3.1 and 3.1.1. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause.

3.1.3 The Association agrees to defend, indemnify, and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of the Hospital's discharge of a nurse in accordance with the provisions of Article 3.1 or for or on account of any deduction made from the wages of a nurse under Article 3.2.

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

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

3.4 Local Unit Chairperson Association Representative. The Association shall have the right to select a local unit chairperson or designee from among nurses in the bargaining unit. Association business performed by the unit chairperson or the WSNA representative, including the investigation of grievances, shall be conducted during non-working hours for involved parties, (e.g., coffee breaks, lunch breaks, and before and after shift). Such activities shall not take place in patient care or work areas and shall not take precedence over the requirements of patient care. In the event that conditions do not enable the nurse to leave the nurse's work area, the Medical Center shall make every reasonable effort to accommodate the situation. The Medical Center may, at its option, pay the local unit chairperson or designee for time spent in discussing a grievance with management. The Association will be allowed to use Medical Center premises to schedule meetings with newly hired nurses. The Association will request in advance the use of the premises which will be subject to availability. The Association may schedule meetings as frequently as orientations are conducted for new nurses.

3.5 Bulletin Board. The Employer shall designate space on bulletin boards in employee lounges and/or unit conference rooms for the use of the local unit. Materials to be posted shall be signed by the local unit chairperson and/or designee with a copy given to the

Assistant Administrator of Human Resources, or designee, prior to posting. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

3.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Medical Center for educational, business, and contract vote meetings of the local unit, with or without Association staff present, provided sufficient advance request for meeting facilities is made to a designated administrator and space is available.

3.7 Notification. The Human Resources Department shall inform all newly hired nurses of the name of the local unit chairperson or designee. The Human Resources Department shall provide the local unit chairperson with the name, address, telephone number and date of scheduled orientation of any newly hired nurses within fifteen (15) days of hire. The local unit chairperson or designee shall promptly notify the Human Resources Department whether a local unit Association representative will be available following the new nurses' orientation. The Medical Center shall provide fifteen (15) minutes at the end of new nurse orientation for the local unit representative to introduce new nurses to the Association and the Association's contract.

3.8 Personal Data. Nurses shall keep the Medical Center informed of any changes in their addresses and telephone numbers.

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

4.1 Staff Nurse. A staff nurse is a nurse employed by the Medical Center who is responsible for direct and/or indirect nursing care of the patient and who is not employed as an agency nurse, or traveler.

4.2 Charge Nurse. A charge nurse is a nurse who is assigned by the Employer the responsibility of an organized unit for at least four (4) hours or more in duration. "Organized unit" shall be defined by the Medical Center.

4.3 Preceptor Nurse. A preceptor is a regular full-time or part-time nurse who is selected by the Employer to participate in the planning, organizing, teaching and evaluating new skills development of recent graduates, staff nurses and six (6) quarter YVCC students and ICNE students during Home Health rotation or other nursing students when there is no preceptor on premises. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills and interpersonal relationships, and be able to teach these skills in a close one-to-one relationship with preceptees. Preceptors are assigned by the Employer to a preceptee on a consistent basis, and will have those additional responsibilities considered in their work assignments. Preceptors will be consulted to determine whether preceptees have successfully completed orientation or if more training is needed. Preceptor pay will be paid to those who provide relief to the preceptor for a shift of eight (8) or more hours in duration. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Employer.

4.4 Probationary Period. The first three (3) months of continuous employment shall be a probationary period. After three (3) months of continuous employment, the nurse shall attain regular status, unless specifically advised by the Employer in writing of an extended

probationary period not to exceed an additional three (3) months. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.5 Regular Status. Regular status is held by all full-time and part-time nurses who satisfactorily complete their probationary period. Employment status of regular nurses shall be determined as follows:

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

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

4.5.3 Regular Status Benefits. Benefits for regular status nurses will accrue based on all hours paid (except for standby) and low census hours, not to exceed eighty (80) per pay period, with the exception of the 401(k) matching program. Low census time will be recorded on the nurse's time card.

4.6 Per Diem Nurse.

4.6.1 A per diem nurse is a nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented workforce. Per diem nurses shall receive a sixteen percent (16%) premium above the contract base rate of pay in lieu of all benefits except shift differential, worked holiday premium, and premium pay for BSN and/or certification. Per diem nurses shall be available to work one weekend out of each four successive weekends. Per diem nurses shall work at least one (1) holiday each year and shall be available to work at least two (2) different shifts.

4.6.2 Per diem nurses shall be scheduled to work after all available full-time and part-time nurses have been regularly scheduled, provided the skill level of the per diem nurse is adequate for the area assigned. Regular status nurses reclassified to per diem status shall retain their prior longevity step for pay purposes, plus a sixteen (16%) premium, in lieu of benefits, except for shift differential, worked holiday premium, and premium pay for BSN and/or certification. Effective June 9, 1998, per diem nurses shall from that date forward begin accruing time toward longevity step increases based upon completion of each 2080 hours of work. Per diem nurses shall not accrue seniority. The Medical Center will track per diem hours worked for longevity step increases. Per diem nurses will endeavor to notify the Medical Center when their hours have reached the 2080 to be eligible for longevity step increases.

4.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate [Article 8], shift differential when the nurse is regularly scheduled to work an evening or night shift [Article 9.1], BSN/MSN recognition [Article 9.4], certification

pay [Article 9.5], charge pay [Article 9.7], and the wage premium in lieu of benefits for nurses selecting the optional method of compensation.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

5.1 Resignation Notice by a Nurse. Nurses shall be required to give at least three (3) weeks' written notice of resignation. Failure to give such notice may result in loss of accrued benefits. The Medical Center shall give consideration to situations that would make such notice by the nurse impossible.

5.2 Low Census. In attempting to cover low census periods, the Medical Center shall first eliminate overtime where possible, then ask for volunteers. Nurses will be able to go to the staffing office or where staffing is centralized and sign up for low census every pay period. A nurse may sign up for voluntary low census time off no earlier than twenty-four (24) hours prior to the beginning of the pay period for a two (2) week duration of time. If two (2) or more nurses volunteer for low census at the same time, voluntary low census shall be rotated equitably based on skill, ability and patient care needs. Low census shall be implemented in the following order:

- a) Agency and nonguaranteed travelers,
- b) Overtime, wherever possible, (this shall not apply to a regularly scheduled shift),
- c) Volunteers,
- d) Per diem nurses,
- e) Return to authorized hours,
- f) Mandatory reductions in hours worked by regular nurses, rotated on an equitable basis, which, insofar as practical, shall be assigned on the basis of inverse seniority. A guaranteed traveling nurse (employed on a contract basis for a defined period of weeks) shall participate in the rotation of low census with other regular nurses. When a guaranteed traveling nurse is subject to low census, the nurse may be assigned to other work off the unit, provided no regular nurse is low censused as a result of this assignment.

The Medical Center reserves the right to adjust the order of implementation of low census time based on required skill levels and operational requirements of the Medical Center. Inadvertent failure to follow this procedure will be corrected as soon as possible.

5.2.1 Low Census Notification. The Medical Center shall make a reasonable effort to notify nurses at least one and one-half (1½) hours in advance of their regularly scheduled shift if the nurse is not required to report for work on that shift as a result of low census reductions.

5.2.2 Report Pay. Nurses who report to work for their regularly scheduled shift and are released from duty because of low census shall receive a minimum of three (3) hours of work at their regular rate. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1½) hours in advance of the scheduled shift not to report to work. Documented attempts to reach the nurse will be recorded in the staffing office. Nurses who have signed up to work extra shifts must contact the Medical Center within one (1) hour prior to reporting to duty on the extra shifts if they have not been available by telephone to be contacted to stay home. Nurses who do not make such calls and report for duty when not needed shall not be eligible for the three (3) hour minimum.

5.2.3 Low Census Pay. Any nurse who works less than his/her regularly scheduled FTE due to low census, may elect to use accrued Paid Time Off for the work hours lost due to low census.

5.2.4 Low Census Rotation -Effect of Floating. If a nurse who is to be low censused floats to another unit to avoid low census, that floating assignment shall be counted as a low census day for purposes of determining the equitable rotation of nurses for mandatory low census.

5.2.5 Priority for Full-time and Part-time Nurses. The Staffing Office will make a good faith effort to replace all per diem nurses scheduled for a full shift with a full-time or part-time nurse who has been put on low census status provided that:

- a) The nurse did not volunteer for the low census day;
- b) The nurse notifies the Staffing Office or unit manager, depending on where staffing is centralized, within four (4) hours of being notified of low census that the nurse wants to have more work to replace the low census hours. At that time, the nurse will specify the shift(s), day(s) of the week and the area(s) the nurse is willing to work;
- c) The replacement days occur in the same week that the nurse is incurring low census;
- d) The full-time or part-time nurse is available and skill, ability, experience, competence or qualifications are not overriding factors as determined by the Medical Center based upon relevant criteria;
- e) The full-time or part-time nurse agrees to waive any applicable time and one-half (1½) or double time (2x) premium pay;
- f) Replacement does not generate overtime;
- g) Replacement is based upon the nurse having lost work relative to the nurse's FTE status.

5.3 Posting of Vacant Positions. Notice of vacant regular and charge nurse positions shall be posted on the bulletin board designated for position posting seven (7) calendar days prior

to such positions being filled by the Medical Center, in order to provide nurses currently employed by the Medical Center first opportunity to apply. Applications for a vacant position shall be made to the Human Resources Department, in writing, within this seven (7) day period. Vacant position announcements will indicate if nurses may apply to fill only part of a position and if preference will be given to nurses who apply for the full position. Nurses may also apply in advance for future position openings by submitting a written application to the Human Resources Department. The application must be specific as to the position, unit and shift desired. The applicant must be available to assume the position within fourteen (14) days of an offer being made to the nurse. Applications for future positions will not be retained beyond June 30 or December 31 of any year.

Where skills, ability and training requirements are relatively equal, the senior nurse shall be awarded the position. Per diem nurses will be given preference over applicants who are not employees of the Medical Center for all regular full and part-time positions, where skills, abilities, and training requirements are relatively equal.

5.4 Parking. To the extent consistent with compliance with legal requirements of the Employer, free parking will be provided at the facility's site to the extent it is available in designated employee parking areas.

5.5 Alcohol and/or Chemical Dependency. The Employer and the Association recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Association support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. Where applicable, the Employer and the Association will encourage and support employee participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Association acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

## **ARTICLE 6 - SENIORITY - LAYOFF AND RECALL**

6.1 Seniority Defined. Seniority shall mean a nurse's length of service with the Employer as a nurse in the bargaining unit from most recent date of hire. Nurses not currently in the bargaining unit cannot use their seniority for layoff; recall or job bidding purposes during layoff/recall. Seniority shall not apply until a nurse has completed the required probationary period. Upon completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire. Per diem nurses shall not accrue seniority, but shall retain seniority accrued prior to transferring to per diem status.

6.1.1 Prior to ratification of the 1998-2001 agreement, all Providence Yakima Medical Center registered nurses accrued seniority for bargaining unit purposes in any capacity, whether they were inside or outside the bargaining unit. This previously accrued seniority shall be retained for all of these employees. Effective June 9, 1998, seniority will only accrue while a registered nurse is in the bargaining unit. For those nurses outside the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. Should a nurse working outside the bargaining unit wish to obtain a bargaining unit position without a break in service, the nurse shall be credited with those previously accrued seniority hours.

6.1.2 Seniority Roster. A bargaining unit seniority roster will be available in the Department of Human Resources at the time of layoff notification, and a copy shall be furnished to the Local Unit Chairperson or designee and the Association.

6.1.3 For layoff purposes, seniority shall be measured as of the end of the first full pay period ending immediately prior to the date of the notification to the Association of the layoff (or restructure).

6.2 Layoff. A layoff is defined as a mandatory reduction in the number of nurses employed by the Employer for an indefinite period of time. This layoff procedure shall also apply to a mandatory reduction in a nurse's scheduled hours (FTE), a change in shift or the partial elimination of innovative work schedules on a unit. A partial elimination of innovative work schedules shall be limited to situations in which the innovative schedules of three (3) or fewer nurses on a unit are changed. If more than three (3) nurses' innovative schedules are changed, the restructure procedure outlined in Section 6.3 shall apply. Prior to implementing a layoff, nurses on the affected unit and shift may, subject to Employer approval, voluntarily reduce their FTE or choose layoff with recall rights. Nurses volunteering to reduce their FTE will be given preference up to their prior position (FTE) if the Employer later expanded the hours of an existing FTE on the nurse's unit and shift. The Employer will give the Association and the Local Unit Chairperson or designee at least seventy-two (72) hours' advance written notice of a layoff. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. All affected full-time and part-time nurses will be given advance written notice of layoff or pay in lieu thereof (based on scheduled hours) at least fourteen (14) calendar days prior to the layoff. If the Employer determines a layoff to be necessary, the following procedures shall be followed:

6.2.1 Except in cases of emergency, agency and traveling nurses shall not be scheduled to work on units and shifts which the Hospital has identified for a reduction.

6.2.2 The Employer shall determine and identify the number of positions to be eliminated, reduced or changed on a nursing unit. Any nurse affected by this decision shall be referred to herein as a "displaced" nurse.

6.2.3 Except where the partial elimination of innovative shifts occurs, the layoff process shall be accomplished by reduction of the least senior nurses) on the affected unit/shift

followed by choosing intra unit bumping or Hospital-wide bumping if applicable on the basis of seniority, most to least senior as provided below.

6.2.4 Bumping. A displaced nurse(s) shall have the following options:

6.2.4.1 Within the Unit. The displaced nurse(s) in order of their seniority, may “bump” (displace) the least senior nurse on the unit who has the same or lesser FTE, provided the senior nurse is qualified; or

6.2.4.2 Hospital-Wide. A displaced nurse unwilling or unable to remain on the nurse’s unit may accept any vacant position for which the nurse is qualified with the same FTE on the same shift as the nurse previously worked. If no such vacancy exists, then the displaced nurse may exercise one of the following options:

a) A displaced nurse may select a position from the Comparable Position Roster which shall consist of the positions on the same shift with the same FTE held by the least senior nurses in the Hospital and any comparable positions which are vacant. The number of positions on the Comparable Position Roster shall be equal to the number of comparable positions being displaced/laid off. (For example, if three [3] full-time day positions are identified for layoff, the applicable Comparable Position Roster from which the displaced nurse would select a position would consist of any vacant positions and positions held by the least senior nurses to equal three [3] full-time day positions.) For purposes of this procedure, .9 FTE and 1.0 FTE shall be considered equivalent FTE positions. Notwithstanding the foregoing, vacant positions on the Comparable Position Roster shall not exceed one (1) newly created vacant position from any unit per shift.

b) If a position on the same shift with an equivalent FTE is not available, the nurse(s) may, by seniority, select from a list of the least senior positions with equivalent hours, including vacant positions, held by the least senior nurse(s) on the remaining shifts.

c) Nurse(s) unable to obtain a position with an equivalent number of hours may bump the least senior nurse with a lesser number of hours but at least twenty (20) hours per week so the nurse may retain benefits. Nurses may elect to bump into a position of less than twenty (20) hours per week rather than being laid off.

6.2.4.3 If a nurse is unable to bump under 6.2.4.1 or 6.2.4.2 because there is no less senior nurse with an equivalent or lesser FTE, the nurse may bump into the position of the least senior nurse whose FTE is closest to that of the displaced nurse.

6.2.5 The Employer shall identify any position(s), which would otherwise be available to a nurse through application of this procedure, for which it contends the displaced nurse(s) are not qualified. Additional comparable positions, going up the seniority roster, shall

be added until the number of positions available is equivalent to the number of positions displaced/laid off.

6.2.6 For patient care considerations, no more than fifty percent (50%) of the core staff on any shift of a unit will be subject to bumping by displaced nurses.

6.3 Restructure of Staff. Restructure of staff may occur when two (2) or more units merge or consolidate, when the FTE complement on a unit is reconfigured or changed, or if elimination of innovative schedules not covered by Section 6.2 occurs on a unit (e.g. 12-hour staffing to 8 or 10-hour staffing, or vice versa). The Employer will give the Association and the Local Unit Chairperson or designee at least seventy-two (72) hours' advance written notice of restructure. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized to accomplish the restructure. A local unit chairperson, or designee, shall be present when, in accordance with the following procedures, new position assignments are made by the Hospital. The specific method by which nurses are provided with their options may vary depending on the circumstances. All affected full-time and part-time nurses will be given at least fourteen (14) days' written notice in advance of the implementation date of the change in the structure of the unit. In the event the Employer determines that a reallocation of staff is necessary, the following procedure will be followed:

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

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

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

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

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the order of reinstatement shall, subject to Section 5.3, be by seniority (most senior first), providing the

nurse's skills, competence and ability are relatively equal. Where a vacancy occurs, the Employer reserves the right to determine whether to recall a nurse from layoff status, or to redistribute the hours among existing staff on the unit. There shall be no loss of benefits or previously accrued seniority if the nurse is recalled within twelve (12) months.

6.4.1 Notification of Recall. If a nurse does not respond to a recall notice sent by certified mail or receipted telegram within five (5) days after receipt thereof, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's separation from employment. A nurse who responds within such five (5) day period and informs the Employer that he/she must give notice to an interim employer shall be allowed twenty-one (21) calendar days to return to work from the date of receipt of notification. The nurse shall notify the Employer by certified mail of any change in the nurse's current mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.4.2 Per Diem Status While on Recall. Nurses on layoff will be allowed to transfer to per diem status without loss of recall rights. The Employer will make a good faith effort to give preference to nurses on layoff who want temporary work over per diem staff. In order to receive this preference, the nurse on layoff must submit to the staffing office monthly a written statement as to the nurse's availability, specifying date(s), shifts and units on which the nurse is qualified to work.

6.4.3 Extension of Recall. The recall period of twelve (12) months may be extended to twenty-four (24) months upon the written request of the nurse and the agreement of the Employer. If such an extension is granted, the nurse will provide written notice each three (3) months during that period of the nurse's continued availability for recall to regular employment. If the nurse fails to do so, the nurse will be dropped from the recall roster.

6.5 Cash Out of PTO. A nurse who is laid off shall receive all accumulated PTO as of the date of layoff.

6.6 Termination of Seniority/Recall Rights. Seniority and recall rights shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, unless extended under Section 6.4.3 above, or failure to comply with specified recall procedures.

6.7 Disputes Regarding Qualifications. A nurse who is not allowed to bump into a position during reassignment/layoff or is not recalled to an open position on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Nurse Practice Committee (NPC).

- a) Any disputes shall be submitted to a panel of three (3) NPC staff members and three (3) NPC manager members who shall vote by secret ballot and give the results to the Chief Nursing Officer with any comments or recommendations.
- b) The nurse submitting the appeal will submit. a description of the nurse's qualifications relevant to the disputed position. An appeal must be submitted, in

writing, to the Chief Nursing Officer and a WSNA local unit officer within twenty-four (24) hours from the date the nurse was notified of a decision denying the nurse the ability to bump or to be recalled.

- c) Qualifications as submitted will be reviewed by the Nurse Practice Committee. Relevant qualifications include: clinical expertise, past experience, evaluations, certifications, education, and other materials as the Committee feels are necessary and appropriate.
- d) If a nurse is unsuccessful in his/her appeal, the nurse may repeat the bumping procedures after other displaced nurses have made their bumping selections.
- e) Should the nurse be dissatisfied with the results of the appeal, the nurse may access the grievance procedure.

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

7.1 **Normal Work Period.** The normal work period shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period or for nurses working a twelve-hour shift, thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours within a fourteen (14) day period.

7.2 **Normal Work Day.** A normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.3 **Innovative Scheduling.** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Existing innovative schedules authorized by the Medical Center include (1) three 12-hour shifts with thirty-six (36) hours of pay and full-time insurance benefits; (2) four 10-hour shifts. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect prior to the innovative schedule, after at least thirty (30) days' advance notice to the nurse.

7.3.1 Nurses working a schedule of three (3) twelve (12) hour shifts per week shall be considered full-time for medical and dental insurance premium purposes, as well as Extended Illness Time and Paid Time Off.

7.3.2 **Innovative Shift Time Off.** Paid Time Off days, Earned Illness Time, bereavement leave, and professional/educational time for approved courses of seven hours or more may be used in blocks of ten (10) or twelve (12) hours, depending on the scheduled shift.

7.4 **Meal/Rest Periods.** Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty during their meal period shall be

compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

7.5 Overtime. Any time worked beyond the normal or innovative work day shall be paid at the rate of time and one-half of the regular rate of pay. Overtime shall be computed in increments of one quarter hour (1/4 hour). The Medical Center and the Association concur that overtime shall be discouraged to the extent feasible. The Medical Center will work to minimize extended periods of scheduled overtime. There shall be no pyramiding of overtime. Examples of "no pyramiding"

- a) Overtime work on a holiday paid at time and one-half (1½).
- b) Any time when two (2) or more contract provisions requiring the payment of 1 1/2 (or 2x) could be applied to the same hours worked.
- c) When a nurse is eligible for both 1 1/2 and 2x for the same hours worked, the nurse would only receive the highest rate.

Employee initiated schedule changes shall not result in any contract overtime or premium pay penalties to the Medical Center, regardless of hours worked.

7.6 Mandatory Overtime Prohibition. The Medical Center shall follow applicable state law regarding the prohibition of mandatory overtime.

7.7 Work on Day Off. Any full-time nurse or a .9 FTE nurse who works a 12-hour shift called in on the employee's day off or time off shall be paid at time and one-half (1½) for the first four (4) hours of the scheduled shift worked. Thereafter, the nurse shall receive double (2x) the regular rate for second four (4) hours or half shift (whichever is greater), provided (1) the nurse works all scheduled shifts that week except for low census conditions; or (2) the nurse is called in from a vacation period prescheduled a month or more in advance.

7.8 Work in Advance of Shift. When a hospital nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the regular rate of pay.

7.8.1 Home Care. This Section shall not apply to Home Care nurses.

7.9 Weekends. The Medical Center shall schedule all regular full-time and part-time nurses for every other weekend off. When a full-time or part-time nurse works on the scheduled weekend off, all time worked on that weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Medical Center being liable for premium pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty.

It is understood that all nurses have the obligation to work weekends as assigned. However, where operational needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule nurses who have requested not to work weekends to reduced weekend schedules by order of seniority.

7.10 Travel. When a nurse covered by this Agreement is required by the Medical Center to accompany a Medical Center patient off Medical Center premises, the nurse shall be considered in the employ of the Medical Center, and all provisions of the Agreement shall apply. The Medical Center shall reimburse the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Medical Center's prior approval shall be obtained in writing whenever possible. Any nurse required to use a personal automobile for Medical Center business shall be compensated at the current IRS rate. Any change in this rate shall be effective the date of publication by the IRS in the Federal Register.

7.10.1 Home Care. The Medical Center may provide up to four times a year a hospital car to nurses working in Home Care to provide them the opportunity to have maintenance done on their private car used for Medical Center work, subject to availability of a hospital car.

7.11 Posting of Schedules. Monthly work schedules and days off shall be posted fourteen (14) calendar days prior to the beginning of the schedule. No nurse shall be required to work in excess of five (5) consecutive days unless the individual nurse agrees otherwise.

7.12 Rotation of Shifts. The Medical Center will make good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought shift rotation shall be distributed among the staff as equitable as practical.

7.13 Floating. A nurse will not be required to float for a minimum of two (2) months from date of hire or until completion of residency, whichever is higher. During the nurse's initial orientation to the Medical Center, each nurse will be scheduled up to four (4) hours on each unit to which the nurse may be required to float.

No regularly scheduled full-time or part-time nurse will be required to float if agency, non-guaranteed travelers, per diem, float pool, or overtime nurses are being used on the nurse's unit unless the nurse so agrees, or, in the discretion of the Chief Nursing Officer (or designee) floating is needed to maintain competencies in the float pool. Regularly scheduled full and part-time nurses and guaranteed travelers will be floated in an equitable rotation based on who has floated most recently providing the needs of the unit to which the nurse is being floated and from which she has been floated are met. No nurse will be expected to float if assigned to precept a nurse.

When a per diem nurse accepts a regularly scheduled shift from a nurse, he or she accepts the full responsibility of that nurse's obligation for that shift and therefore must float as that regularly scheduled nurse would have floated for that shift. If the per diem nurse is scheduled to work a shift for the Medical Center and has not agreed to work for a specific nurse, the per diem nurse may be required to float to any of the mutually designated clinical units. Prior to reporting,

when staffing is such that per diems would be required to float outside their mutually designated clinical units, they will be called by the Staffing office and offered an opportunity to stay home. A per diem nurse who has reported for duty may be required to float outside of their mutually designated clinical units for at least three (3) hours unless the nurse requests and signs a waiver for the three (3) hours report pay. When a nurse is required to float within the Medical Center, the nurse will receive a brief reorientation appropriate to the assignment. This orientation will be dependent on the nurse's experience and familiarity with the nursing unit to which the nurse has been floated. Such an orientation will be expected to include unit routines, physical layout of the unit, location of supplies/equipment, and charting requirements. The floated nurse will be assigned a unit resource nurse whom the nurse can access for assistance. The floated nurse will not be required to be the only Registered Nurse on a unit to which the nurse is floated unless the nurse has so agreed. The floated nurse will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained. Only chemotherapy certified nurses will be permitted to administer chemotherapy.

No nurse will be expected to float more than two (2) times within any given shift unless that nurse agrees.

Upon request, the Medical Center will perform a quarterly review of float usage with recommendations made for unit hiring and scheduling so as to minimize floating. The report will be presented to the Nurse Conference Committee. The Medical Center will educate Clinical unit managers and ANS's as to the above listed floating guidelines and keep them updated on appropriate data for making these decisions (i.e., guaranteed vs. non-guaranteed travelers).

7.14 Application of Premium Pay. All time paid shall be at the nurse's regular rate, and shall include, where applicable, shift differential, and BSN and/or certification premium pay.

7.15 Rest Between Shifts Each regular full-time and regular part-time nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed upon between the nurse and the Medical Center. If the nurse returns in less than ten (10) hours, the first eight (8) hours shall be paid at one and one-half (1½) times the regular rate and any subsequent hours shall be paid at twice the regular rate. This does not apply when the schedule change is at the request of the nurse or by nurses receiving on-call (9.2)/callback (9.3).

7.15.1 Use of EIT. OR and PACU nurses who work four (4) or more hours of callback during the night shift (11 p.m. - 7 am.), or clock in for callback at or after 2 am, and are scheduled to report for a regular shift before 12:00 p.m. the following day, shall be allowed to utilize EIT pay to cover an absence during the following shift to ensure nurses are not working under conditions of severe exhaustion.

7.16 Personnel Policies. All personnel rules and policies not specifically referred to in this Agreement shall be set forth in writing and made available to nurses. Changes in Personnel Policies will be discussed with the Conference Committee prior to implementation.

7.17 Extended Work Period. Nurses who work six (6) consecutive days shall be paid at the rate of one and one-half (1½) times the nurse's regular-rate for all hours worked on the

sixth (6th) day, and all following consecutive days, unless this type of scheduling is agreed to by the nurse.

7.18 Acuity Staffing. The Medical Center will make a good faith effort (seeking extra staff, contacting per diems, etc.) to see that reasonable acuity staffing levels are met in nursing units where appropriate subject to the judgment of the appropriate nursing manager and availability of resources. Nurses may raise concerns through the Nurse Practice Committee.

7.18.1 Nurse Practice Concerns. The Association acknowledges that staffing levels and staff mix ratios are decisions reserved exclusively to management. In the event a nursing unit should undergo significant changes in the RN role/responsibilities, the RNs involved will be included in a collaborative review with management to provide input affecting those changes. Perceived unresolved staffing patterns must be documented and brought to the attention of the responsible manager or supervisor. The nurse must discuss the patterns with the Nurse Manager/Director in an attempt to reach resolution. If resolution is unable to be reached, a majority of the bargaining unit nurses in the affected area and/or Manager may request a meeting with the Chief Nursing Officer or designee to discuss the issues. The Chief Nursing Officer will report outcome resolution to the Nurse Practice Committee, the Local Unit Chair and the affected staff.

**ARTICLE 8 - WAGES**

8.1 Wages. Nurses covered by this Agreement shall be paid in accordance with the following wage schedule.

First year of the contract:

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

Second Year of the contract:

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

Third year of the contract:

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

	Yakima Regional 4/1/06	<b>4/1/07 (4%)</b>	<b>4/1/08 (3%)</b>	<b>4/1/09 (3%)</b>
Base	22.30	<b>23.19</b>	<b>23.89</b>	<b>24.60</b>
1	22.91	<b>23.83</b>	<b>24.54</b>	<b>25.28</b>
2	23.66	<b>24.61</b>	<b>25.34</b>	<b>26.10</b>
3	24.37	<b>25.34</b>	<b>26.11</b>	<b>26.89</b>
4	25.10	<b>26.10</b>	<b>26.89</b>	<b>27.69</b>

	Yakima Regional 4/1/06	4/1/07 (4%)	4/1/08 (3%)	4/1/09 (3%)
5	25.84	<b>26.87</b>	<b>27.68</b>	<b>28.51</b>
6	26.66	<b>27.73</b>	<b>28.56</b>	<b>29.41</b>
7	27.42	<b>28.52</b>	<b>29.37</b>	<b>30.25</b>
8	28.24	<b>29.37</b>	<b>30.25</b>	<b>31.16</b>
9	29.10	<b>30.26</b>	<b>31.17</b>	<b>32.11</b>
10	29.96	<b>31.16</b>	<b>32.09</b>	<b>33.06</b>
11	29.96	<b>31.16</b>	<b>32.09</b>	<b>33.06</b>
12	31.01	<b>32.25</b>	<b>33.22</b>	<b>34.21</b>
13	31.01	<b>32.25</b>	<b>33.22</b>	<b>34.21</b>
14	31.01	<b>32.25</b>	<b>34.42</b>	<b>35.45</b>
15	32.13	<b>33.42</b>	<b>34.42</b>	<b>35.45</b>
16	32.13	<b>33.42</b>	<b>35.45</b>	<b>36.51</b>
17	32.13	<b>33.42</b>	<b>35.45</b>	<b>36.51</b>
18	33.05	<b>34.37</b>	<b>36.46</b>	<b>37.56</b>
19	33.05	<b>34.37</b>	<b>36.46</b>	<b>37.56</b>
20	34.04	<b>35.40</b>	<b>37.56</b>	<b>38.68</b>
21	34.04	<b>35.40</b>	<b>37.56</b>	<b>38.68</b>
22	34.04	<b>35.40</b>	<b>37.56</b>	<b>38.68</b>
23	34.04	<b>35.40</b>	<b>37.56</b>	<b>38.68</b>
24	34.04	<b>35.40</b>	<b>37.56</b>	<b>38.68</b>
25	35.06	<b>36.46</b>	<b>38.68</b>	<b>39.84</b>
26	35.06	<b>36.46</b>	<b>38.68</b>	<b>39.84</b>
27	36.11	<b>37.55</b>	<b>39.84</b>	<b>41.04</b>
28	36.11	<b>37.55</b>	<b>39.84</b>	<b>41.04</b>
29	36.11	<b>37.55</b>	<b>39.84</b>	<b>41.04</b>
30	37.19	<b>38.68</b>	<b>41.04</b>	<b>42.27</b>

## 8.2 Wage Increase Effective Dates

. Wage increases, longevity steps and all other changes in compensation provided for in this agreement shall occur the first day of the pay period on or after the increase.

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

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

Effective January 1, 2004, nurses who are paid at a step which is lower than their experience as defined by this Agreement, where there are nurses with the same or lower years of experience who are paid at a higher step, will be advanced one (1) step each January, commencing January 2004, until equity is achieved.

8.4 Temporary Assignment to a Higher Position. The assignment of a nurse to any higher position for any eight (8) hour period or longer shall result in the nurse being compensated at either the base rate of pay of that position, or her/his regular rate of pay plus the Medical Center's premium for temporary assignment, whichever is greater.

### **ARTICLE 9 - SHIFT DIFFERENTIAL & PREMIUM PAY**

9.1 Shift Differential. Nurses with a majority of their hours worked during evening duty (3-11 shift) shall receive an additional two dollars and fifteen cents (\$2.15) over their regular rate of pay. Effective April 1, 2008, this amount shall be two dollars and twenty-five cents (\$2.25). Nurses with a majority of their hours worked during night duty (11-7 shift) shall receive an additional three dollars and fifteen cents (\$3.15) over their regular rate of pay. Effective April 1, 2008, this amount shall be three dollars and twenty-five cents (\$3.25).

9.1.1 Home Care. Shift differential shall not apply to Home Care nurses.

9.1.2 Application of Shift Differential. Shift differential shall be included in the computation of pay for the following:

a) Overtime. Based on the regularly scheduled shift in which the majority of the hours are worked, except in cases where overtime exceeds the minimum of five (5) hours into another shift, in which case the differential shall be paid on all overtime hours.

b) Callback. Based on the shift which the actual callback hours are worked.

9.2 Stand-by. Nurses required to "stand-by" for possible call to duty shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour. Effective April 1, 2008, stand-by on holidays identified in Article 10.7 shall be paid at the rate of four dollars (\$4.00) per hour. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. A communication device shall be provided for nurses on standby if requested by the nurse.

9.2.1 Home Care. Home Care nurses on standby who respond to a telephone call from a patient which results in a home visit to the patient by the nurse will consider the telephone call as part of the visit for pay purposes. The nurse on standby shall receive time and one-half (1½) for a minimum of three (3) hours each time the nurse leaves his/her home for a visit(s). Phone calls received by Home Care nurses on standby which do not result in a visit shall be logged and paid for at time and one-half (1½) for all the time worked with no minimum.

9.2.2 Standby Assignments for Nurses in Units or Departments Without Regularly Scheduled Standby.

- a) This section shall not apply to O.R., P.A.R., O.H.S., and Home Care nurses. In these areas, standby shall continue to be required according to the operational needs of the Medical Center.
- b) Nurses placed on low census shall not be placed on standby without mutual consent.
- c) Nurses will be given at least two (2) hours' notice, if possible, prior to being placed on standby.
- d) Refusal to accept mandatory standby may be grounds for disciplinary action unless made for legitimate reason; the Medical Center may require substantiation of the reason for refusal if a pattern of refusal has been demonstrated.
- e) Prior to instituting mandatory standby, a good faith effort will be made to inform the local unit chairperson or his/her designee.
- f) Mandatory standby will be for no more than eight (8) hours per pay period and will satisfy mandatory overtime requirements.
- g) Mandatory standby will be rotated equitably, least senior nurse first.

9.3 Callback. Any time actually worked in call back shall be compensated at the rate of time and one-half (1½) the regular rate of pay, and shall be paid in addition to standby pay. Double time shall be paid after a nurse works more than four (4) consecutive hours immediately following the nurse's regular shift, or more than twelve (12) consecutive hours on callback time. When called back, the nurse shall receive time and one-half (1½) for a minimum of three (3) hours. Regular operating room and PAR nurses not on standby who are called back to work shall receive three (3) hours at time and one-half (1½) or double time for all hours worked, whichever is greater. Regular operating room and PAR nurses working in callback shall not be called back for the purpose of floating off the unit unless mutually agreed otherwise. Regular nurses, other than regular O.R. and PAR nurses, not on standby who are called back to work during a shift to cover for an increase in census or an unexpected, unscheduled occurrence, shall receive time and one-half (1½) for a minimum of three (3) hours.

9.4 BSN/MSN Recognition. Nurses who possess a Bachelor of Science in Nursing (BSN) and/or a Masters of Science in Nursing (MSN) shall receive a premium of one dollar (\$1.00) added to their hourly rate of pay for all hours paid.

9.5 Certification Pay. Nurses who receive and maintain certification in a specialty approved by the American Nurses Association or other recognized certifying entity, and in an area in which the Medical Center regularly provides service will be paid a premium of one dollar (\$1.00). Nurses not currently receiving certification pay, but who have a certification that satisfied the condition above, must inform Human Resources of their certification. Payment of the certification premium shall begin the first full pay period following notification.

Certification pay will be discontinued upon expiration. To receive retroactive certification pay, nurses must complete all necessary procedures for renewal prior to the expiration date of certification and notify the Medical Center of successful certification renewal within fifteen (15) days of receipt of renewal.

9.6 Preceptor Pay. Nurses who are assigned by their department manager or designee as preceptors will receive a premium of one dollar and twenty-five cents (\$1.25) per hour. Effective April 1, 2008, this amount shall be one dollar and thirty-five cents (\$1.35).

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

9.8 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars (\$3) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 11:00 p.m. Friday and ending on or before 11:00 p.m.- Sunday. This premium shall not apply to annual leave, sick leave or other hours paid but not worked.

## **ARTICLE 10 - PAID TIME OFF**

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

10.2 Eligibility. Regular full-time and part-time nurses are eligible to use PTO, to the extent accrued, after the first three (3) months of employment. PTO may be used for personal time off or time off taken by an employee due to illness, injury or the illness of a qualified family member (defined in 11.2.1).

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

<u>Years of Service</u>	<u>8 Hour Days per Year (FT RNs)</u>	<u>Hours per Year (FT RNs)</u>	<u>Hours per Pay Period (FT RNs)</u>	<u>Accrual Rate per Hour</u>
0-4 years	23	184	7.0769	.0885
4+ - 10 years	28	224	8.6154	.1077
10+ - 11 years	33	264	10.1538	.1269
11+ - 13 years	34	272	10.4615	.1308
13+ - 15 years	35	280	10.7692	.1346

<u>Years of Service</u>	<u>8 Hour Days per Year (FT RNs)</u>	<u>Hours per Year (FT RNs)</u>	<u>Hours per Pay Period (FT RNs)</u>	<u>Accrual Rate per Hour</u>
15+ - 17 years	36	288	11.0769	.1385
17+ - 19 years	37	296	11.3846	.1423
19+ years	38	304	11.6923	.1462

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

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

Nurses' pay stubs shall indicate the current PTO balance.

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

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

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

10.5 Request for PTO. Requests for PTO are subject to prior supervisory approval and shall be granted according to the operating needs of the Medical Center. Requests shall be made in writing to the staffing office or appropriate department director. The request shall include the nurse's name, latest date of hire, requested vacation dates, date of request and signature. Except by mutual agreement, nurses will be allowed to request only a maximum of two (2) weeks of PTO for vacation during prime time (June 1 through September 1). A one (1) week vacation request may include any seven (7) consecutive days, but must include within this seven (7) days all of the nurse's regularly scheduled workdays for that period. Vacation requests shall be made in accordance with the following procedure:

- a) The first seven (7) days of January, nurses with fifteen (15) or more years of service may request their vacation time.
- b) The second seven (7) days of January, nurses with eleven (11) through fourteen (14) years of service may request their vacation time.

- c) The third seven (7) days of January, nurses with five (5) through ten (10) years of service may request their vacation time.
- d) The last ten (10) days of January, nurses with one (1) through four (4) years of service may request their vacation time.
- e) The first week in February, nurses with less than one (1) year of service and those nurses who did not request vacation at the appropriate time may submit their vacation requests.
- f) Requests made after the first week in February must be made at least one (1) month before the posting of the affected schedule.
- g) Vacation requests shall be for the period March 1 through the last day of February of the following year.
- h) Vacation requests made during the time periods specified in (a)-(f) shall be either granted or denied no later than February 28. Specific reasons for denial will be given.

For vacation requests submitted outside of the January and the first week of February, the nurse's manager shall respond in writing to a request for time off thirty (30) or more days in the future within fourteen (14) calendar days from the date of the request. Specific reasons for denial will be given. Preference between nurses selecting the same period on or before February 1 shall be given to the nurse with the greater seniority except that if the more senior nurse requests the same week(s) off every year, preference will be rotated among those timely requesting that week(s) in order of seniority. Nurses who request two (2) continuous weeks off may include one (1) regularly scheduled weekend. Nurses who request three (3) or more continuous weeks off may include two (2) scheduled weekends. A nurse's regular weekend schedule will not be changed based on vacation requests. The nurse shall be responsible for determining when annual leave will be paid, and the Employer will not require a nurse to take annual leave on a particular day off. Accrued PTO will be paid to replace regularly scheduled shifts during the vacation period.

10.5.1 Request Book. Request for PTO of less than a full week of the nurse's scheduled work days may be made in the unit request book. Approval is subject to time off scheduled through the staffing office and to the operational needs of the Hospital.

10.6 PTO Donations. If any employee of the Medical Center suffers a serious injury or illness and that employee is eligible to receive donation as determined by the Medical Center, nurses may donate PTO time to the sick/injured employee.

10.7 Holiday Pay. Nurses required to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked on the holiday. Night nurses shall receive holiday premium pay for the shift on which the majority of the hours worked fall on the holiday. In addition to holiday premium pay, regular nurses may, at their

option, claim pay from their accumulated PTO account in an amount equal to their regular scheduled hours.

10.8 Rotation of Major Holidays. Unless permitted by the operational requirements of the Medical Center where there are competing requests for Christmas Eve, Christmas, New Year’s Eve, New Year’s Day or Thanksgiving, a nurse shall not take more than one (1) of the three (3) major holidays in any one (1) scheduling year; nor, if there are competing requests, shall a nurse take the same major holiday more than once every two (2) years.

10.9 Holiday Posting. In keeping with current Medical Center procedure, schedules of calendar dates to be observed as holidays during the year shall be posted in conspicuous locations in the Medical Center on an annual basis.

**ARTICLE 11 - EARNED ILLNESS TIME**

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

<u>Years of Service</u>	<u>Accrual Rate per Paid Hour</u>	<u>Maximum Accrual Hours per Pay Period (FTE RNs)</u>	<u>8 Hour Days per Year (FT RNs)</u>	<u>Hours per Year (FT RNs)</u>
0+	.03462	2.77	9	72

11.2 Use of EIT. Upon completion of three (3) months of employment, EIT may be used following the first complete shift missed due to illness, injury, or temporary disability of the nurse, the nurse’s minor child, or immediately upon hospitalization, immediately upon occurrence of an on-the-job injury and immediately for invasive surgeries performed in a doctor’s office with resultant time loss. EIT may also be used by the nurse to care for herself/himself or qualified family members in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) as the law may be amended from time to time, or other applicable law or regulation, presently including the following situations: (a) Absences to care for employees child who has a health condition requiring treatment or supervision, (b) Absences to care for the employee’ s spouse, parent, parent-in-law or grandparent, who has either a serious health condition or an emergency condition.

11.3 Verification. Verification by a treating Health Care Provider (including Employee Health Nurse) may be required when taking PTO/EIT of three (3) consecutive work days or longer. If the employee health nurse is not on premises and the nurse does not have a physician release, verification may be by the nurse’s manager or administrative nursing supervisor.

11.4 Recurrent Illness. If a nurse returns from EIT/PTO and must be absent again within ten (10) calendar days for the same condition which justified the taking of EIT/PTO under Section 11.2, the nurse may access EIT pay as if the condition had resulted in consecutive absences.

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

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

11.7 Notification of Absence from Work. Nurses working the first (day) shift shall notify the employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision.

## **ARTICLE 12 - HEALTH AND WELFARE**

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

12.2 Employee Health Screening. At the time of employment and annually thereafter, the Medical Center shall offer the usual health screening programs at no cost to the nurse. All tests mandated by law and the Medical Center shall be provided at no cost to the nurse. The results shall be communicated to the nurse, as well as to the physician, if requested.

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

12.4 Life Insurance and Disability Plan. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time nurses shall be eligible for coverage under the Medical Center's Life Insurance, Optional Life Insurance, Dependent Life Insurance and Long-Term Disability Plan, subject to plan eligibility requirements. The Life Insurance and Disability Plan shall be the same as for all other employees at the Medical Center.

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

## **ARTICLE 13 - STAFF DEVELOPMENT**

13.1 Education. The primary responsibility for education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate department of the Medical Center. The Association agrees to promote active participation and attendance in the educational programs provided by the Medical Center.

13.1.1 The Medical Center shall maintain a viable education program responsive to the needs of the nurse and in conformance with the objectives and philosophy of the Nursing Division and Medical Center. Programs shall be posted in advance and scheduled in an effort to accommodate varying work schedules. When education programs are posted, the Medical Center shall indicate if attendance is mandatory. Time spent at mandatory education sessions shall be considered as time worked. Education programs shall be consistent with the standards established by the Joint Commission on Accreditation of Health Care Organizations. If a mandatory education course does not last for the duration of the nurse's regularly scheduled shift, the nurse shall be able to choose one of the following options: (1) work the remainder of the shift, (2) use PTO for the remainder of the shift, (3) use Paid Professional Educational time for the remainder of the shift, or (4) not work and not be paid for the remainder of the shift.

13.2 Orientation. The Medical Center shall orient new and returning nurses to the institution, its policies and procedures, and the nurses' functions and responsibilities as defined in the job descriptions. Nurses may request to be oriented to other units. Such orientation shall be for the purpose of increasing the nurses' skill in the area in which they may be working. This shall be a scheduled orientation of specified time as agreed upon by the nurse and supervisors of the involved areas. Nurses will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained.

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

13.4 Paid Professional /Educational Time. After one (1) year of continuous employment, full-time nurses shall be allowed up to forty (40) hours of paid educational leave per fiscal year. Such leave shall be subject to scheduling requirements of the Medical Center, approval by the Medical Center of the subject matter to be studied, and certification of attendance and/or completion of the course. Such time may be used on an hourly basis. Paid professional education time for courses of seven hours or more will be paid out to replace the regularly scheduled shift. Regular part-time nurses shall be allowed a pro rata share of the 40 hours based on their officially authorized schedule.

13.5 Unpaid Professional /Educational Time. Five (5) days of leave without pay per fiscal year may be granted for educational purposes, providing nursing services shall not be jeopardized.

13.6 Definition - Professional /Educational. Programs, conference, classes, seminars, etc. which are CERP approved or which are related to the area in which the nurse works or expects to be working, or which are mutually agreeable between the nurse and the nurse's supervisor are appropriate for the use of Professional/Educational time.

13.7 Scheduled Educational Time. When educational time is requested and approved in advance, the Medical Center shall make a reasonable effort to grant the time subject to patient care needs. The Nursing Director or designee will use best efforts to consider paid educational time as time worked for the purposes of scheduling. The Medical Center shall reimburse the nurse for any registration fees due to revoking the nurse's approved time.

13.8 Continuing Education Reimbursement. Reimbursement for seminar and conference fees, travel and other expenses related to such seminars and conferences will be made available to nurses. The Medical Center shall make \$17,500 available during each year of the contract. If the full \$17,500 is used for continuing education reimbursement in the fiscal year January 2007 to December 2007, the Medical Center will increase the fund by \$2,500 for the next fiscal year (January-December 2008) for a total of \$20,000. If the full \$20,000 is used for continuing education reimbursement in the fiscal year 2008, the Medical Center will increase the fund by \$2,500 for a total of \$22,500 for the fiscal year 2009 (January-December). There shall be no carry over of funds from one fiscal year to the next. The Education Committee may utilize funds remaining at the end of the fiscal year to bring in a speaker.

#### **ARTICLE 14 - APPRAISAL AND DISCIPLINE**

14.1 Evaluations. Formal written performance appraisals of each nurse shall be carried out during the probationary period and not less than annually thereafter. The number and acuity level of patients assigned to a nurse will be considered in the nurse's performance appraisal. When such a formal written appraisal is carried out, the nurse shall be made aware of the appraisal and shall signify, in writing, awareness of the appraisal. If the nurse disagrees with the appraisal, the nurse may object in writing to the appraisal, and such objection shall be retained by the Medical Center with the appraisal. Performance appraisals will include peer review if requested by the nurse or the supervisor.

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

14.2 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include among other information relevant to the nurse's employment: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. A

Human Resources representative will be in attendance. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination (whether quit, discharge or retirement), change in employment status, and leaves of absence, shall be in writing with a copy given to the nurse. The nurse will be given a copy of any material placed into the nurse's file after the effective date of this Agreement at the time the material is placed in the file. Upon request, a nurse will be given a copy of any material in the employee's personnel file which is relevant to the nurse's concerns without charge. Additional copies will be at the nurse's expense.

14.3 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and disciplinary suspensions). A copy of all written disciplinary actions shall be given to the nurse. Upon request, nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse will be advised that he/she may request the attendance of an Association representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. The Medical Center shall notify the Association upon discharge of a staff nurse with regular status.

### **ARTICLE 15 - LEAVES OF ABSENCE**

15.1 In General. All leaves of absence 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 to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

15.2 Maternity Leave. A leave of absence shall be granted upon request of the employee for the period of disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use previously accrued PTO/EIT during the period of disability and PTO thereafter, to the extent accrued, during the maternity leave. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

15.3 Family Leave.

a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the

date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee his/her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining his/her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

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

15.5 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 15.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to return to the same position (same unit, shift and FTE) the employee occupied prior to the leave if the employee returns within thirty (30) days. If the employee returns after thirty (30) days, the employee shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 15.9 of this Agreement. Such leave shall not exceed one (1) year.

15.6 Health Leave. A leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. During this health leave of absence, the employee may use previously accrued sick leave and annual leave thereafter to the extent accrued. The Employer may require a statement from a licensed physician verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

15.7 Military Leave. Leave required in order for an employee to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay.

15.8 Jury Duty. All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay; provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship on the Employer. Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time or may use accrued unused PTO.

15.9 Bereavement Leave. Regular nurses are eligible for up to three (3) paid shifts to replace scheduled hours of work at regular rate of pay for the death of the employee's spouse/domestic partner, parent, brother, sister, child, grandparent, grandparent of spouse, grandchild, any relative living in the employee's household, or parent of current spouse. An additional two shifts of funeral leave may be granted for extensive travel to attend a funeral more than a radius of 300 miles from Yakima, when approved by Human Resources management.

15.10 Leave With Pay Status. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Medical Center.

15.11 Leave Without Pay Status. Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment or the amount of PTO or EIT credits which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) calendar days shall result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically approved by the Medical Center. (This computation is based on an average of monthly hours paid for the previous quarter year.)

15.12 Employment While on Compensated Leave. A nurse on a paid leave of absence, or who is receiving compensation of any kind based on employment at the Medical Center, shall not accept employment elsewhere without first notifying the Medical Center. Acceptance of employment elsewhere without the written approval of the Medical Center may result in the nurse's leave being terminated.

15.13 Return from Leave. Unless otherwise specified in this Article, nurses who have a leave of absence of two (2) months or less shall return to their previous position and shift. Nurses who return as scheduled from a leave in excess of two (2) months shall, when possible, be returning to the same, or substantially equivalent assignment. When this is not possible, the nurse shall be given preference in filling other position vacancies in the Medical Center for which the nurse is qualified.

## **ARTICLE 16 - COMMITTEES**

16.1 Conference Committee There shall be established within the Medical Center a permanent Conference Committee consisting of representatives (not to exceed three) of the nurses selected by their own group, and, to the extent practicable, from different units, and management representatives (not to exceed three) including the Administrator or designee, as well as the Assistant Administrator for Patient Care Services. The Conference Committee shall meet at least monthly and as necessary to discuss matters pertaining to this Agreement provided that a detailed substantive agenda is submitted to Human Resources at least one week in advance of each monthly meeting. The Association shall keep the Medical Center updated as to the names of the nurses serving on the Conference committee. All communications from the Conference Committee shall include the signatures of the six (6) members of the Conference Committee.

16.2 Nurse Practice Committee. The Nurse Practice Committee shall be composed of five (5) regular staff nurses, from different units to the extent practicable, employed by the Medical Center and covered by this Agreement, and four (4) representatives of Nursing Administration. The staff nurse committee members shall be elected by the staff nurses. If at least two (2) Nursing Administrative persons and three (3) staff nurses are available for the committee meeting, the meeting will take place and not be cancelled. The Medical Center recognizes the responsibility of the Nurse Practice Committee to recommend measures to improve patient care, and shall duly consider such recommendations and shall so advise the committee of actions taken. The Nurse Practice Committee shall schedule regular meetings subject to the provision of a substantive detailed agenda at least one (1) week prior to the scheduled meeting to Administration. The Division Head may also call a meeting. Such meetings shall be scheduled so as to be mutually agreeable between the Division Administrator and the Chairperson of the Nurse Practice Committee. The committee shall submit an agenda at least one (1) week in advance and keep minutes of all meetings, copies of which shall be distributed to each member of the committee and Medical Center Administration. Committee recommendations to the Division Head shall be considered promptly and disposition thereof shall be reported back to the next regular committee meeting. The objectives of the Nurse Practice Committee shall be:

- a) To consider the professional practice of nurses,

- b) To work for the improvement of nursing practice,
- c) To recommend to the Medical Center ways and means to improve nursing practice,
- d) To make recommendations to the Medical Center concerning nurse staffing patterns,
- e) To develop standards for assessment of nursing care performance.

Any nurse covered by this Agreement may refer a health care and/or practice issue to this committee for review and action. The committee shall notify the petitioning nurse of its findings and recommendation for corrective action. A copy of the committee's action shall be sent to the Administrator and the Association. Safety procedures and/or equipment shall be appropriate subjects for the Nurse Practice Committee.

16.3 Attendance at Committee Meetings. Individuals representing the nurses on all contractually established committees shall be paid at the regular rate for the duration of the scheduled meeting. The Medical Center will notify nurses whether their attendance on non-contractual committees will be compensated upon being invited to participate on those committees.

### **ARTICLE 17 - STRIKES /WORK STOPPAGES, AND WORK SLOWDOWNS**

It being the mutual desire of both parties hereto to provide for uninterrupted and continuous patient care, the nurses agree there shall be no picketing, strikes, walkouts, sympathy strikes, or work slowdowns, or any other work interruption during the life of this Agreement for foreseeable, unforeseeable, arbitrable, or non-arbitrable reasons of any kind. Nurses violating this Article shall be subject to an immediate discharge.

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

18.1 Definition. In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, the same shall be handled in the following manner. Probationary nurses shall have access to this procedure, except for matters relating to discipline or discharge. Probationary nurses may be disciplined or discharged without cause and without recourse.

18.2 Time Limits. The term "days" as used in this Article means calendar days except that deadlines which fall on weekend days or holidays shall be extended to the next following work day. Reasonable requests for extension of timelines made by either party will be granted. Grievances must be timely filed pursuant to Step 1. Thereafter, failure to meet the time limits prescribed or agreed upon shall result in the grievance being advanced to the next step in the process through Step 3.

18.3 Content of Grievance. The written grievance shall include a clear description of the contract section alleged to have been violated, the date and time of the alleged violation, and a clear description of the facts surrounding the alleged violation. The grievance shall also contain a clear description of the requested remedy.

18.4 Grievance Procedure. Both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the nurse's department director. The steps of the grievance procedure shall be as follows:

- Step 1: Nurse and Department Director.** The nurse shall present the grievance in writing to the Department Director, as soon as possible but no later than eighteen (18) days from the date the nurse knew or should have known of occurrence of the act or conduct upon which the grievance is being based. A copy of the grievance shall also be given to Human Resources. The Department Director who is presented the grievance will sign and date the grievance to acknowledge receipt. The Department Director within ten (10) days of receipt of the grievance, will schedule a meeting with the grievant and the grievant's chosen representative. The Department Director shall respond in writing within ten (10) days of the meeting.
- Step 2: Nurse, Local Unit Grievance Officer, and Chief Nursing Officer.** If the nurse is dissatisfied with the decision under Step 1, the nurse may submit the written grievance to the Chief Nursing Officer or designee within ten (10) days of receipt of the written response. The Chief Nursing Officer or designee will, within ten (10) days of receipt of the grievance, schedule a conference with the affected parties for the purpose of resolving the grievance. A written response to the nurse shall be made by the Chief Nursing Officer or authorized representative within ten (10) days after the conference.
- Step 3: Administration and Association Representative.** If the grievance is not resolved by the conference with the Chief Nursing Officer, within ten (10) days of receiving the response, the Association may submit the grievance to the Vice President of Human Resources. The Vice President of Human Resources shall schedule a meeting between the Hospital Chief Executive Officer or his/her designee, the Vice President of Human Resources, affected management representatives, the grievant, the Local Unit Grievance Officer and a representative of the Association, if requested, within ten (10) days. The Chief Executive Officer or designee shall render a written response within ten (10) days of such meeting.
- Step 4: Arbitration.** If the grievance is not resolved under the foregoing procedures, then the Association may, within thirty (30) days thereafter, notify the Administrator of Human Resources or his/her designee in writing of its desire to submit the matter to arbitration under the following procedures. The Association and Medical Center shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of five (5) days, then either party may request a list of eleven (11) arbitrators from the Federal Mediation

and Conciliation Service and the parties shall alternately strike one (1) name and the last name remaining shall be the arbitrator. The arbitrator's fee and all other expenses jointly incurred by mutual consent incident to the arbitration shall be shared equally by the parties. Each party shall be responsible for all other expenses and costs of presenting its case to arbitration. No question, issue or matter shall be considered or decided in arbitration except those contained in the written grievance as originally submitted or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to, modify Agreement and may only consider the claim based upon specific provisions of this Agreement. Decisions on all questions properly submitted to arbitration shall be final and binding upon all parties.

### **ARTICLE 19 - MANAGEMENT RIGHTS & RESPONSIBILITIES**

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

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

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

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

20.3 Financial Adversity. If, during the life of the Agreement, the Medical Center is seriously and adversely affected by legislation or regulations and reimbursement policies of payers, the Association agrees to meet with the Medical Center to discuss ways in which such

financial adversity can be met and what modifications and deferrals shall be made, subject to mutual agreement.

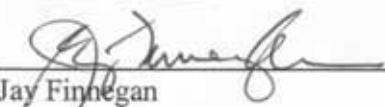
20.4 Non-Contract Past Practice. The Medical Center agrees to discuss changes in past practices, not specifically written in this Agreement, prior to implementing said changes

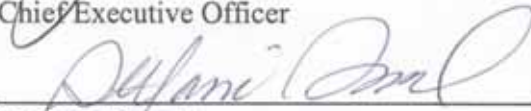
**ARTICLE 21 - DURATION**

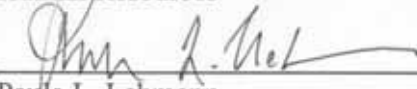
This Agreement shall be effective from April 1, 2007 and shall continue in effect until March 31, 2010 and shall continue in full force and effect from year to year thereafter unless notice has been given in writing ninety (90) days prior to the 31st day of March, or any anniversary date thereafter, by any party, that this Agreement is to be amended or terminated.

Signed this 11<sup>th</sup> day of May, 2007.

YAKIMA REGIONAL MEDICAL AND  
HEART CENTER

  
Jay Finnegan  
Chief Executive Officer

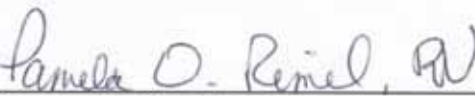
  
Stefanie Durand  
Human Resources

  
Paula L. Lehmann  
Employer Counsel

WASHINGTON STATE NURSES  
ASSOCIATION

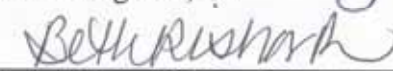
  
Michael Sanderson  
WSNA Labor Representative

  
Brad Trisler, RN

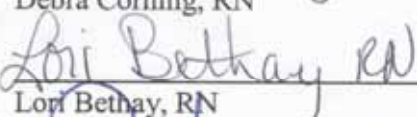
  
Pamela O. Rimel, RN

  
Julia Barcott, RN

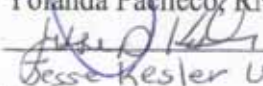
  
Bruce Ferguson, RN

  
Beth Rishor, RN

  
Debra Corning, RN

  
Lori Bethay, RN

  
Yolanda Pacheco, RN

  
Jesse Kester WSNA Nurse Representative

**Memorandum of Understanding**

**Weekend Bonus Pay Program**

It is in the interest of Yakima Regional Medical and Cardiac Center to institute a weekend bonus pay program. The bonus program does not change or alter any part of the collective bargaining agreement not addressed herein. (For example, this does not waive the requirement for nurses who are not participating in this bonus program to work every other weekend.)

The terms of this Memorandum of Understanding will be as follows: The weekend bonus pay program job positions are available to all qualified internal candidates or external applicants who choose to apply for and accept a Weekend Program RN Position. Provisions of Article 5.3 of the WSNA collective bargaining agreement, Posting of Vacant Positions shall apply.

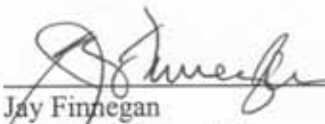
The bonus program consists of two schedules: Schedule A which is thirty-six hours (36) hours per week, consisting of working every Friday, Saturday and Sunday, twelve (12)- hour day or night shifts. For each completed weekend of working schedule A, the nurse will earn a bonus of four hundred dollars (\$400.00). Schedule B, which is twenty-four (24) hours per week, consisting of working every Friday and Saturday, OR every Saturday and Sunday, twelve (12)-hour day shifts OR twelve (12) hour night shifts. For each completed weekend of working schedule B, the nurse will earn a bonus of two hundred dollar (\$200.00).

The bonus will be included as regular wages in the normal pay-cycle on the employee' s payroll check and will be subjected to all taxes and withholdings. Additional hours worked during the week will be paid at the base rate of pay except in instances where the overtime provision applies. Employees choosing this option will receive one and one-half (1and 1/2) times their base rate for working consecutive weekends per Article 7.9 of the WSNA collective bargaining agreement. Employees will also receive weekend premium pay as per Article 9.8 of the WSNA collective bargaining agreement. The shifts consist of 12-hour shifts. If PTO/EIT is used during the weekend schedule, the bonus will be pro-rated. If the employee is subject to mandatory low census, the bonus will still be paid. The hospital will determine the number of positions posted for this type of scheduling. The posting period and hiring guidelines will remain in effect as per article 5.3 of the WSNA collective bargaining agreement. Standby/Callback hours shall not be counted toward the bonus.

The weekend bonus pay program may be discontinued on a particular unit and/or particular shift with thirty (30) days notice to the affected nurses. Such discontinuation will not be construed as the elimination of a position or create the need for a restructure under Article 6.3. If a weekend bonus program is discontinued, the affected nurse(s) will be offered a 12-hour shift position with the same FTE on the same shift (day or night) as the nurse worked while in the Weekend Bonus Pay Program.

YAKIMA REGIONAL MEDICAL AND HEART CENTER

WASHINGTON STATE NURSES ASSOCIATION

  
Jay Finnegan  
Chief Executive Officer

  
Michael A. Janderson