2015 - 2017

REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

ISLAND HOSPITAL
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Bargaining Unit</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>ASSOCIATION MEMBERSHIP</td>
<td>1</td>
</tr>
<tr>
<td>2.1</td>
<td>Association Membership</td>
<td>1</td>
</tr>
<tr>
<td>2.2</td>
<td>Dues Deduction</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>NONDISCRIMINATION</td>
<td>2</td>
</tr>
<tr>
<td>3.1</td>
<td>No Employment Discrimination</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>ASSOCIATION REPRESENTATIVES</td>
<td>2</td>
</tr>
<tr>
<td>4.1</td>
<td>Access to Premises</td>
<td>2</td>
</tr>
<tr>
<td>4.2</td>
<td>Local Unit Chairperson</td>
<td>2</td>
</tr>
<tr>
<td>4.3</td>
<td>Rosters</td>
<td>2</td>
</tr>
<tr>
<td>4.4</td>
<td>Association Communications</td>
<td>2</td>
</tr>
<tr>
<td>4.5</td>
<td>Distribution and Introduction of Agreement</td>
<td>2</td>
</tr>
<tr>
<td>4.6</td>
<td>Meeting Rooms</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>5.1</td>
<td>Staff Nurse</td>
<td>3</td>
</tr>
<tr>
<td>5.2</td>
<td>Charge Nurse/Coordinator</td>
<td>3</td>
</tr>
<tr>
<td>5.3</td>
<td>Full-Time Nurses</td>
<td>3</td>
</tr>
<tr>
<td>5.4</td>
<td>Part-Time Nurses</td>
<td>3</td>
</tr>
<tr>
<td>5.5</td>
<td>Per Diems</td>
<td>3</td>
</tr>
<tr>
<td>5.5.1</td>
<td>Per Diem Availability</td>
<td>3</td>
</tr>
<tr>
<td>5.5.2</td>
<td>Per Diems and Job Bidding</td>
<td>3</td>
</tr>
<tr>
<td>5.6</td>
<td>Preceptor</td>
<td>3</td>
</tr>
<tr>
<td>5.6.1</td>
<td>Parameters of the Preceptor Program</td>
<td>3</td>
</tr>
<tr>
<td>5.7</td>
<td>RN Education Coordinator</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>PROBATION AND TERMINATION</td>
<td>5</td>
</tr>
<tr>
<td>6.1</td>
<td>Probation</td>
<td>5</td>
</tr>
<tr>
<td>6.2</td>
<td>Notice of Termination</td>
<td>5</td>
</tr>
<tr>
<td>6.3</td>
<td>Discipline and Discharge</td>
<td>5</td>
</tr>
<tr>
<td>6.4</td>
<td>Pre-Determination Meeting</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>HOURS OF WORK AND OVERTIME</td>
<td>6</td>
</tr>
<tr>
<td>7.1</td>
<td>Work Week and Work Day</td>
<td>6</td>
</tr>
<tr>
<td>7.1.1</td>
<td>Innovative Work Schedule</td>
<td>6</td>
</tr>
<tr>
<td>7.2</td>
<td>Definition of Overtime</td>
<td>6</td>
</tr>
<tr>
<td>7.2.1</td>
<td>Innovative Schedules &amp; Overtime</td>
<td>6</td>
</tr>
<tr>
<td>7.3</td>
<td>Overtime Computation</td>
<td>6</td>
</tr>
<tr>
<td>7.4</td>
<td>Mandatory Overtime</td>
<td>6</td>
</tr>
<tr>
<td>7.5</td>
<td>Paid Time</td>
<td>6</td>
</tr>
<tr>
<td>7.6</td>
<td>Callback</td>
<td>6</td>
</tr>
<tr>
<td>7.7</td>
<td>Meal and Rest Periods</td>
<td>6</td>
</tr>
<tr>
<td>7.8</td>
<td>Weekends</td>
<td>6</td>
</tr>
<tr>
<td>7.9</td>
<td>Work on Day Off</td>
<td>6</td>
</tr>
</tbody>
</table>
7.10 Rest Between Shifts for Eight (8) Hour Nurses
   7.10.1 Rest Between Shifts for Ten (10) and Twelve (12) Hour Nurses
   7.10.2 Repeated or Lengthy Callbacks
7.11 Work Schedules
7.12 Shift Rotation
7.13 Consecutive Work Days
7.14 Work in Advance of Shift

ARTICLE 8 COMPENSATION ................................................................. 10
   8.1 Wage Rates
   8.2 Salary and Benefit Computation
   8.3 Recognition of Previous Experience
      8.3.3 Recognition of Previous Experience
   8.4 Charge Nurse/Coordinator Premium Pay
      8.4.1 Temporary Charge Nurse/Coordinator Assignment
   8.5 Standby Pay
   8.6 Shift Differential
   8.7 Certification/Nursing Degree(s) Premium
   8.8 Preceptor Premium

ARTICLE 9 PAID TIME OFF ................................................................. 13
   9.1 Paid Time Off Program
   9.2 Amount of PTO
   9.3 PTO Scheduling
      9.3.1 PTO Use for Unanticipated Medical Reasons
   9.4 PTO Pay
   9.5 Payment Upon Termination
   9.6 PTO Accumulation
   9.7 Work on Holidays
   9.8 Rotation of Holidays
   9.9 Designation of Holidays

ARTICLE 10 EXTENDED ILLNESS BANK .............................................. 15
   10.1 General
   10.2 EIB Accumulation
   10.3 Notification
   10.4 EIB Proof of Medical Condition
   10.5 Use of EIB
      10.5.1 Periodic Use of EIB Benefits
   10.6 Worker’s Compensation
   10.7 PTO/EIB Conversion

ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL .................... 17
   11.1 Seniority
   11.2 Low Census
      11.2.1 Mandatory Low Census
      11.2.2 Report Pay
      11.2.3 Low Census Standby
11.3 Election of Layoff
11.4 Layoff, Recall and Restructure
   11.4.1 Definitions
   11.4.2 Seniority Application
   11.4.3 Vacant Position Posted
   11.4.4 Notice/Meeting
   11.4.5 Seniority Roster
      11.4.5(1) Seniority Roster and Restructure
      11.4.5(2) Seniority Roster and Layoff
   11.4.6 Restructure or Layoff Implementation
      11.4.6(1) Restructure
      11.4.6(2) Layoffs
   11.4.7 Displaced Nurse Rights
      11.4.7(1) Displaced Nurse in Closed Unit Layoff
      11.4.7(2) Displaced Nurse in Other Units Layoff
   11.4.8 Nurse May Choose Layoff
   11.4.9 Laid Off Nurse and Per Diem Work
   11.4.10 Reinstatement Roster
11.5 Loss of Seniority

ARTICLE 12 LEAVES OF ABSENCE
12.1 Requests for Leavess
12.2 Family and Medical Leave
   12.2.1 Family and Medical Leave Related to the Active Duty Service Exigency of a Family Member
   12.2.2 Family and Medical Leave to Care for an Injured Service Member
12.3 Military Leave
   12.3.1 Military Spouse Leave
12.4 Study Leave
12.5 Education Time
   12.5.1 Non-Mandatory Continuing Education Expenses
12.6 Health Leave
12.7 Jury Duty
12.8 Personal Leave
12.9 Bereavement Leave
12.10 Paid Leave
12.11 Unpaid Leave
12.12 Worker’s Compensation
12.13 Domestic Violence Leave

ARTICLE 13 EMPLOYMENT PRACTICES
13.1 Personnel Files
13.2 Job Posting
   13.2.1 Temporary Nurses
13.3 Meetings and Inservices
13.4 Employee Facilities
13.5 Travel
13.6 Personnel Action Forms
13.7 Orientation
13.8 Payroll Records
13.9 Performance Evaluations
13.10 Mileage

ARTICLE 14 HEALTH AND INSURANCE BENEFITS ......................................................... 27
14.1 Health Insurance
14.2 Tuberculosis Tests
14.3 Health Tests
14.4 Life Insurance
14.5 Island Hospital Medical Discount

ARTICLE 15 RETIREMENT PLAN ...................................................................................... 28
15.1 Retirement Plan

ARTICLE 16 COMMUNICATIONS .................................................................................... 28
16.1 Conference Committee
16.2 Nurse Practice/Patient Care Committee
16.3 Education Committee
16.4 Health and Safety
    16.4.1 Ergonomic Evaluations

ARTICLE 17 NO STRIKE - NO LOCKOUT ......................................................................... 30
17.1 No Strike - No Lockout

ARTICLE 18 GRIEVANCE PROCEDURE ......................................................................... 30
18.1 Definition
18.2 Step 1 - Nurse and Immediate Supervisor
18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nursing Officer
18.4 Step 3 - Administrator and Association Representative
18.5 Step 4 - Arbitration

ARTICLE 19 STAFFING .................................................................................................. 32
19.1 Staffing
    19.1.1 Nurse Staffing Committee
    19.1.2 Conference Committee and Staffing
    19.1.3 Nurse Staffing Questions
19.2 Staff Development, Education and Training

ARTICLE 20 GENERAL PROVISIONS ............................................................................ 33
20.1 Savings Clause
20.2 Past Practices
20.3 Wage and Benefit Minimums
20.4 Successor

ARTICLE 21 MANAGEMENT RIGHTS .............................................................................. 33
21.1 Management Rights

ARTICLE 22 TERM OF AGREEMENT ............................................................................. 34
22.1 Duration and Renewal

APPENDIX A MINIMUM HOURLY WAGE RATES ................................................................. 35
MEMORANDA OF UNDERSTANDING
  HOME HEALTH..........................................................36
  SURGERY TEN (10) HOUR INNOVATIVE WORK SCHEDULE - CALLBACK .....39
  DRUG & ALCOHOL FREE WORKPLACE .......................................40

LETTER OF UNDERSTANDING ................................................................43

MEMORANDUM OF UNDERSTANDING
  HOME HEALTH - OVERTIME ......................................................44
  SUCCESSOR - HOLD HARMLESS ..................................................45
  REST BETWEEN SHIFTS STUDY COMMITTEE ................................46
REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between ISLAND HOSPITAL (hereinafter referred to as the “Employer” or the “Hospital”), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the “Association”).

PREAMBLE

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

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and Per Diem registered nurses employed by the Employer as Staff Nurse and Charge Nurse/Coordinator, at its hospital, excluding head nurses and other supervisors and all other employees.

ARTICLE 2 ASSOCIATION MEMBERSHIP

2.1 Association Membership. It shall be a condition of employment that all nurses covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall within sixty (60) calendar days following the effective date of this Agreement become and remain members in good standing in the Association. It shall also be a condition of employment that all nurses who are covered by this Agreement and hired on or after its effective date, shall within sixty (60) calendar days following the beginning of such employment become and remain members in good standing in the Association. The requirements of this section shall be deemed met by anyone who tenders regularly and uniformly required dues and initiation fees. In the event a nurse fails to apply for or maintain membership in the Association as required in this Section 2.1, Association Membership, of this Agreement, the Association may give the Employer notice of this fact and within twenty-one (21) days after receipt of such notice, the nurse shall be terminated by the Employer.

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

ARTICLE 3 NONDISCRIMINATION

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, veteran’s status, the presence of any physical, mental or sensory disability not relevant to job performance, or any other protected category under federal or state law and regulation. The Employer and the Association will comply with applicable state, federal and municipal laws regarding nondiscrimination. No nurse shall be discriminated against for lawful Association activity.

ARTICLE 4 ASSOCIATION REPRESENTATIVES

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

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

4.3 Rosters. Semi-annually, in the months of November and May, the Employer will provide via electronic Excel spreadsheet to the Association a complete list of employees covered by this Agreement. The list will include the name, address, home telephone, FTE status, shift, rate of pay, job title, unit/department, employee ID number, most recent date of hire into the bargaining unit and original date of hire for each employee. In addition, the Employer will provide via electronic Excel spreadsheet a monthly roster of new hires, terminations, and transfers in and out of the bargaining unit that includes the name, address,
home telephone, FTE status, shift, rate of pay, job title, job site, employee ID number, most recent date of hire into the bargaining unit and original date of hire.

4.4 Association Communications. A bulletin board shall be designated in a prominent location in the Hospital’s East Wing – Central Hallway for use by the local unit in the hospital, as well as a bulletin board in each nursing lounge for use by the local unit. (Should either party desire to change size or location of such bulletin boards in the future, this will be discussed and resolved in Conference Committee.) The Association may also use the Hospital’s MEDITECH system to create an electronic “bulletin board” administered by the Unit Chair or his/her designee.

4.5 Distribution and Introduction of Agreement. The Employer shall distribute a copy of an Association membership application and payroll deduction forms to all newly hired nurses at the time of hiring. During the orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit, subject to sufficient advance written request to the Hospital’s Director of Human Resources (or designee) and generally applicable reservation policies and requirements of the Hospital.

ARTICLE 5 DEFINITIONS

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

5.2 Charge Nurse/Coordinator. A lead Staff Nurse who has leadership responsibilities as to other Staff Nurses in addition to providing nursing care services. Upon request, all nurses assigned as Charge Nurse/Coordinator will receive orientation to each unit as deemed appropriate by the Charge Nurse/Coordinator.

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

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

5.5 Per Diems. Nurses who are not regularly scheduled or who are called to work when needed. Per Diems shall include nurses scheduled on a “call in” basis. Per Diems shall
be paid in accordance with the wage rates set forth in this Agreement plus a fifteen percent (15%) wage differential. Per Diems shall receive longevity increments [after completing nine hundred and fifty (950) hours of work or twenty-four (24) months of service, whichever comes last], premium pay for actual hours worked on a holiday, and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification premium. Per Diems shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes.

5.5.1 **Per Diem Availability.** In general, unless leave is previously arranged, Per Diem nurses are required to be available for a minimum of four (4) shifts per month [two (2) of which must be weekend shifts for nurses working in departments that are staffed 24/7] and at least one (1) holiday that is listed in Section 9.7, Work on Holidays, per year.

5.5.2 **Per Diems and Job Bidding.** As between Per Diem nurse position applicants, where skill, ability, experience, competence or qualifications are not overriding factors (per Section 13.2, Job Posting), positions will be awarded to the Per Diem nurse with the earliest hire date into the bargaining unit.

5.6 **Preceptor.** A Preceptor is an experienced nurse proficient in clinical teaching who is responsible for planning, organizing, teaching and evaluating the new skill development of a nursing student in an internship or a recent graduate. On an individual basis a new employee, or an employee cross training to a new unit in which the employee has no prior experience, may also be assigned a Preceptor, when deemed necessary by the Hospital. The Hospital will consider all the recommendations contained in the Orientation/Preceptor Evaluation Form. The parameters of the program have been defined in writing by the Education Committee and approved by the Conference Committee. (See, Section 5.6.1, Parameters of the Preceptor Program.) Future changes to the preceptor program parameters by the Education Committee are also subject to Conference Committee review and approval. During the course of the preceptorship, the Preceptor’s patient load will be adjusted to reflect these additional responsibilities. In the interest of continuity, the preceptee will be assigned to a primary Preceptor during the program.

5.6.1 **Parameters of the Preceptor Program.**

(a) Nursing students will be placed in a preceptor program designed by the nursing school instructor.

(b) New employees without prior experience will be placed in a preceptor program.
(1) “Without prior experience” is defined as a new graduate with less than one (1) year experience or a nurse who has been employed outside an acute care setting for longer than one (1) year.

(2) A state certified RN refresher course is recommended for a new employee who has been employed outside an acute care setting for longer than five (5) years.

(c) New employees with prior experience shall be placed in the Hospital’s standard orientation program.

(d) Nurses who cross train to a new Department without prior experience shall be placed in a preceptor program.

5.7 **RN Education Coordinator.** A Staff Nurse with added responsibility to provide ongoing clinical education coordination in a given Department or Departments. RN Education Coordinators are not supervisory employees.

**ARTICLE 6  PROBATION AND TERMINATION**

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

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

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

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

ARTICLE 7  HOURS OF WORK AND OVERTIME

7.1  Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, plus an unpaid meal period of one-half (½) hour, unless an innovative work schedule has been established under Section 7.1.1, Innovative Work Schedule, creating a different normal work day. For purposes of innovative work schedules, the term “normal work day” means the regularly scheduled shift agreed upon by the nurse.

7.1.1  Innovative Work Schedule. Under an innovative work schedule, where mutually agreeable to the Employer and the nurse concerned, a normal work day may also consist of ten (10) hours or twelve (12) hours, and such an innovative work schedule may include any combination of eight (8) hour, ten (10) hour, or twelve (12) hour work days. (Such innovative schedule agreements shall be briefly documented in writing.) Other innovative work schedules may be established when mutually agreeable to the Employer, the Association, and the nurse concerned with written notice to the Local Unit Chairperson. Innovative work schedules that deviate from the normal work week or normal work day that are implemented for a nursing unit or on a hospitalwide basis shall be mutually agreeable to the Employer and the nurse involved, and the Association shall be given notice and an opportunity to bargain about the work schedule.

(a) For an employee working under an innovative work schedule, Paid Time Off (PTO) and Extended Illness Bank (EIB) hours will be paid (not earned or accrued) for the length of the normal scheduled work day, and education days will be paid in increments equal to the hours of the educational class (however, with the Employer’s approval, the nurse may take education hours up to the length of the normal scheduled work day).

(b) A nurse who is working on an innovative work schedule, who wishes to discontinue that schedule, may apply for other open positions. Additionally, an innovative work schedule shall be considered reinstated automatically following any period of paid or unpaid leave, or recall from layoff.

(c) Innovative shifts may be terminated by either party, without cause, upon thirty (30) days’ written notice. If the Hospital determines the need to eliminate innovative schedules on a unit wide basis, the Hospital will contact
the Local Unit Chairperson and Association thirty (30) days prior to the event and discuss the timing and procedures before taking any action.

7.2 **Definition of Overtime.** All time worked in excess of a nurse’s scheduled work day of at least eight (8) hours’ duration shall be considered overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. All overtime must be properly authorized by the Employer.

7.2.1 **Innovative Schedules & Overtime.** When an innovative work schedule has been established under this Agreement, the forty (40) hours work week shall apply for overtime purposes under Section 7.2, Definition of Overtime. However, time worked in excess of the scheduled normal work day [no less than eight (8) hours] under the specific innovative schedule shall also be considered overtime and paid at the one and one-half (1½) time rate. [See Section 7.5, Paid Time, regarding no pyramiding or duplication of overtime pay.] This shall also include innovative schedules with combinations of eight (8), ten (10) or twelve (12) hour normal work days. [For example, a nurse working a combination of eight (8) hours and twelve (12) hours shall be paid one and one-half (1½) times his/her regular rate of pay in excess of eight (8) hours on the eight (8) hour day and in excess of twelve (12) hours on the twelve (12) hour day.]

7.3 **Overtime Computation.** All overtime shall be paid at the rate of one and one-half (1½) times the nurse’s regular hourly rate of pay. For purposes of computing overtime, the nurse’s regular hourly rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay/nursing degree premium and charge nurse/coordinator pay, if applicable. For a nurse whose normal work day is eight (8) or ten (10) hours, all time worked in excess of twelve (12) consecutive hours or twelve (12) hours in a twenty-four (24) hour period beginning with the nurse’s normal shift starting time shall be paid for at double the employee’s regular hourly rate of pay. For a nurse whose normal work day is twelve (12) hours, all time worked in excess of fourteen (14) consecutive hours shall be paid for at double the employee’s regular hourly rate of pay. Overtime shall be computed to the nearest one-quarter (¼) hour.

7.4 **Mandatory Overtime.** The Employer shall comply with all mandatory overtime laws, including RCW 49.28.130. In cases of assignment of overtime, qualified volunteers will be sought first.

7.5 **Paid Time.** Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay.
7.6 **Callback.** A nurse called to work from standby status shall be paid at one and one-half (1½) times the nurse’s regular rate of pay for all hours worked with a minimum of two (2) hours.

7.7 **Meal and Rest Periods.** Nurses shall receive an unpaid meal period of one-half (½) hour during each normal work day and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. (It is important that nurses take rest periods. Charge Nurses and nurses should coordinate on the taking of rest periods, so that a nurse does not miss rest periods. Rest periods should generally be uninterrupted, but it is understood that either by nurse preference or Hospital patient care needs they may be taken intermittently.) Nurses who are not completely relieved from duties and who do not receive thirty (30) minutes of uninterrupted time during the meal period shall be compensated for such work at the appropriate rate.

7.8 **Weekends.** The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars ($4.00) per hour as a weekend premium added to the nurse’s regular rate of pay for each hour worked on the weekend. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse’s straight-time hourly rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars ($4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.9 **Work on Day Off.** All full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day. In cases of exceptional staffing needs, the Employer can declare a shift or shifts as “Bonus Shifts.” The Employer will identify the shift as the “first call” or that the shift has been declared a “Bonus Shift” at the time the Employer contacts the nurse to determine the nurse’s availability. The nurses will have the opportunity to remove their names from the “Work On Day Off” call list so that they will not be contacted for call under this section. Nurses with an FTE of .6 or above agreeing to work such shifts will be paid time and one-half (1½x) their regular rate of pay for all hours worked on the “Bonus Shift.” Any such nurse who would already be receiving time and one-half (1½x) on an Employer designated “Bonus Shift” will receive double time (2x) her/his regular rate of pay.

7.10 **Rest Between Shifts for Eight (8) Hour Nurses.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse scheduled to work an eight (8) hour shift with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked during the next shift shall be at the time and one-half (1½x) rate of pay until the
nurse receives a combination of hours of rest and hours worked at the time and one-half (1½x) rate equaling twelve (12). This Section shall not apply to standby assignments performed pursuant to Section 8.5, Standby Pay.

7.10.1 Rest Between Shifts for Ten (10) and Twelve (12) Hour Nurses. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse who is scheduled to work ten (10) or twelve (12) hour shifts with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked during the next shift shall be at the time and one-half (1½x) rate of pay until the nurse receives a combination of hours of rest and hours worked at the time and one-half (1½x) rate equaling ten (10). This Section shall not apply to standby assignments performed pursuant to Section 8.5, Standby Pay.

7.10.2 Repeated or Lengthy Callbacks. When a nurse has worked repeated or lengthy callbacks in the previous seven (7) calendar days, and the nurse is again called back to work in a shift to be worked within twelve (12) hours immediately prior to the nurse’s next scheduled shift, the nurse may request to be relieved from working any or a portion of that next scheduled shift. If relief from work is granted by the Hospital, the nurse adjustment to the schedule will not count as an unscheduled absence. The nurse may use PTO at the nurse’s discretion for any such granted hours.

7.11 Work Schedules. Work schedules shall be issued electronically on a monthly calendar for each Nursing Department. Nurse requests for days off or scheduled extra shifts (as well as Per Diem availability) shall be submitted electronically to the Nurse Manager prior to the fifth (5th) of the month immediately preceding the month in which the schedule becomes effective. Final work schedules and days off shall be posted electronically by the Nurse Manager prior to the fifteenth (15th) of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. The Employer shall make reasonable efforts to maintain a nurse’s regularly scheduled day off. A nurse who has a concern with a posted schedule that changes a nurse’s regularly scheduled day off is encouraged to bring his/her concerns to the nurse’s manager or department head.

7.12 Shift Rotation. Unless mutually agreeable by the Employer and the nurse involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, and if skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first. The Conference Committee will address ongoing shift rotations prior to implementation.

7.13 Consecutive Work Days. Upon request by the nurse, the Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.
7.14 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay.

ARTICLE 8 COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix A attached hereto and made a part of this Agreement. It is understood that all wage and benefit changes under this Agreement shall be implemented on the first day of the first payroll period after the noted effective date.

8.2 Salary and Benefit Computation. For purposes of this Agreement and the method of computing PTO/EIB benefits and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.33 hours of work, and a “year” shall be defined as two thousand and eighty (2,080) hours of work. For purposes of computing longevity (wage) increments and PTO progression steps, a “year” shall be defined as one thousand six hundred and sixty-four (1,664) hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing PTO/EIB benefits within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled or go home early because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of two thousand and eighty (2,080) paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience. Nurses first employed during the term of this Agreement shall be compensated at a salary level in accordance with the following plan:

8.3.1 All nurses hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale.

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

8.3.3 Recognition of Previous Experience. In the interest of fairness and administrative efficiency the following guidelines will govern the wage step adjustment process:
(a) Nurses whose prior RN experience is directly relevant to current patient care will receive year-for-year credit.

(b) Nurses whose prior RN experience is not directly relevant to current patient care will receive one (1) year of credit for every two (2) years of prior experience.

(c) If the years of prior experience were worked at less than full-time (0.8 FTE, or equivalent, or more) then the nurse will receive one (1) year of credit for every two (2) years of prior experience.

(d) Total months of credited prior experience shall be added together and divided by twelve (12). Years will be rounded down to the next whole year.

(e) The existing appeals process established by the Conference Committee, including advisory nurses, will be continued to address any claims that the nurse’s step adjustment was not calculated correctly.

8.4 Charge Nurse/Coordinator Premium Pay. A Staff Nurse assigned to a Charge Nurse/Coordinator position shall be compensated at the Charge Nurse/Coordinator rate of pay of Two Dollars and Twenty-Five Cents ($2.25) per hour.

8.4.1 Temporary Charge Nurse/Coordinator Assignment. A Staff Nurse assigned the responsibilities of the Charge Nurse/Coordinator position shall be compensated at the Charge Nurse/Coordinator rate of pay during the period of assignment.

8.5 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of Three Dollars and Twenty-Five Cents ($3.25) per hour of standby duty. [Effective November 1, 2015, this standby rate shall be raised by Twenty-Five Cents to a total of Three Dollars and Fifty Cents ($3.50) per hour of standby duty. Effective November 1, 2016, this standby rate shall be raised by Twenty-Five Cents to a total of Three Dollars and Seventy-Five Cents ($3.75) per hour of standby duty. Effective May 1, 2017, this standby rate shall be raised by Twenty-Five Cents to a total of Four Dollars ($4.00) per hour of standby duty.] Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Standby pay shall be paid in addition to callback pay.

8.5.1 In addition, on a quarterly basis, if a nurse has been placed on standby status for over three hundred (300) hours for the quarter, the nurse shall receive an additional One Dollar ($1.00) per hour for a total of Four Dollars and Twenty-Five Cents ($4.25) per hour for all such standby hours over three hundred (300) for the quarter. [Effective November 1, 2015, this additional total for quarterly standby status over three hundred (300) hours shall be raised by Twenty-Five Cents to a total of Four Dollars and Fifty Cents ($4.50) per hour for all such standby hours over three hundred (300) for the quarter. Effective November 1, 2016, this additional total for
quarterly standby status over three hundred (300) hours shall be raised by Twenty-Five Cents to a total of Four Dollars and Seventy-Five Cents ($4.75) per hour for all such standby hours over three hundred (300) for the quarter. Effective May 1, 2017, this additional total for quarterly standby status over three hundred (300) hours shall be raised by Twenty-Five Cents to a total of Five Dollars ($5.00) per hour for all such standby hours over three hundred (300) for the quarter.]

8.6 Shift Differential. Evening shift begins at 1500 and ends at 2300. Night shift begins at 2300 and ends at 0700.

- Eight (8) Hour Nurses, Ten (10) Hour Surgical Nurses, and Twelve (12) Hour Nurses shall be paid evening shift differential for all hours worked between 1500 and 2300 and shall be paid night shift differential for all hours worked between 2300 and 0700.

- Ten (10) Hour Emergency Department Nurses and all other Ten (10) Hour Nurses not otherwise identified in this section shall be paid the evening shift differential for the entire shift when a majority of hours worked fall between 1500 and 2300, and the night shift differential when a majority of hours worked fall between 2300 and 0700.

Evening shift differential shall be paid at the rate of Three Dollars and Twenty-Five Cents ($3.25) per hour. Night shift differential shall be paid at the rate of Four Dollars and Seventy-Five Cents ($4.75) per hour.

8.7 Certification/Nursing Degree(s) Premium. Nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar ($1.00) per hour for all hours worked, including those hours worked in another area if required by the Employer to float to that area. A nurse shall be eligible to receive only one (1) certification premium at any given time.

8.7.1 A nurse with a Bachelor’s Degree in Nursing and/or Master’s Degree in Nursing shall, for all hours, receive a total premium of One Dollar ($1.00) per hour for each such degree.

8.7.2 If a nurse has both an applicable Certification and both Nursing Degrees, as previously described in this Section, the nurse shall receive a total premium of Three Dollars ($3.00) per hour for all hours worked.

8.8 Preceptor Premium. Nurses designated by the Employer as Preceptors will be paid a premium of One Dollar and Twenty-Five Cents ($1.25) per hour for all hours worked as Preceptor.
ARTICLE 9 PAID TIME OFF

9.1 Paid Time Off Program. The Paid Time Off (PTO) program provides eligible nurses with appropriate compensation during holidays, vacation time, and periods of treatment or illness of the nurse, or of a spouse or spousal equivalent, or a dependent child, pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse’s personal needs or desires. PTO applies to nurses with an FTE status of .5 and above. Per Diems and nurses with an FTE status of less than .5 shall be paid time and one-half (1½x) when a recognized holiday, defined herein by Section 9.7, Work on Holidays, is worked.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>PTO Accrual Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maximum Hours &amp; Days</td>
</tr>
<tr>
<td>1-3</td>
<td>200 (25 working days)</td>
</tr>
<tr>
<td>4-5</td>
<td>240 (30 working days)</td>
</tr>
<tr>
<td>6-7</td>
<td>248 (31 working days)</td>
</tr>
<tr>
<td>8-9</td>
<td>256 (32 working days)</td>
</tr>
<tr>
<td>10-14</td>
<td>280 (35 working days)</td>
</tr>
<tr>
<td>15-16</td>
<td>304 (38 working days)</td>
</tr>
<tr>
<td>17-20</td>
<td>312 (39 working days)</td>
</tr>
<tr>
<td>20+</td>
<td>320 (40 working days)</td>
</tr>
</tbody>
</table>

Part-time nurses accrue according to the above schedule based on hours worked and paid per pay period. Nurses may use PTO benefits to the extent accrued in increments of not less than one (1) normally scheduled work hour up to the equivalent of their regularly scheduled shift. In all cases, PTO shall only be payable for regularly scheduled days of work. Nurses also may use PTO hours to the extent accrued for any recognized holidays that occur during the probationary period.

9.3 PTO Scheduling. The Employer shall retain the right to determine policies of scheduling of PTO. Nurses shall present written requests electronically to the Nurse Manager for PTO as far in advance as is possible but not less than the fifth (5th) day of the month immediately preceding the month in which the schedule becomes effective for a Nursing Department. Nurses shall be notified electronically by email within two (2) weeks after the request is submitted whether the PTO is approved. PTO days off on the work schedule shall be posted electronically by the Nurse Manager by the fifteenth (15th) day of the month immediately preceding the month in which the schedule becomes effective. In the case of conflicting requests by nurses for PTO or limitations imposed by the Employer on PTO requests, approval shall be granted on a first-submitted-first-approved basis, provided the skills, abilities, experience, competence or qualifications of the nurses affected are not...
significant factors as determined by the Employer. PTO requested during the Thanksgiving, Christmas or New Year’s holiday periods shall be assigned on a rotational basis. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after PTO. Nurses shall not be required to find their own replacements for any PTO requests, unless a PTO request is submitted after the final work schedule has been posted by the Nurse Manager under Section 7.11, Work Schedules.

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

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

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

9.5 Payment Upon Termination. After completion of six (6) consecutive months of employment, nurses shall be paid upon termination of employment for any PTO hours earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days’ prior written notice of intended resignation.

9.6 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of two (2) years’ accrual. Hours over the maximum accrual shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one (1) such type of unusual circumstance. The Hospital shall keep nurses informed of accumulated PTO accruals through its electronic timekeeping system, a nurse is responsible to monitor PTO accrual levels, and a nurse shall not lose accrued PTO without a reasonable opportunity to take the PTO. When a nurse advances to the next wage increment step, the Hospital shall inform a nurse electronically by email of the nurse’s PTO accrual level and maximum permitted during the year.

9.7 Work on Holidays. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1½) times the nurse’s regular rate of pay: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of this Section only, Christmas Day shall be defined as the hours between 3 p.m. of December 24th and 11 p.m. of December 25th of each year.
9.8 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses. Hours scheduled on the holiday, but not worked, shall count as hours worked for the purpose of holiday rotation for the next year’s rotation. The planning calendar for holidays shall be posted not later than August 1.

9.9 Designation of Holidays. The Conference Committee shall be responsible for determining when holidays shall be observed on evening and night shifts. Such determination shall be made on a hospitalwide basis and for the duration of this Agreement.

ARTICLE 10 EXTENDED ILLNESS BANK

10.1 General. The Extended Illness Bank (EIB) Program provides all eligible nurses with compensation for illness and/or injury, for themselves, for their seriously ill spouses and spousal equivalents, and for their dependent children, as required by this Agreement and subject to related Employer policies. EIB applies to nurses with an FTE status of .5 and above. Article 10, Extended Illness Bank, shall not apply to Per Diems or a nurse with an FTE status of less than .5. In all cases, EIB shall only be payable for regularly scheduled days of work.

10.2 EIB Accumulation. Full-time and part-time nurses earn EIB from their date of hire; however, a nurse is not eligible to use EIB until completion of ninety (90) calendar days of employment. Nurses shall accumulate paid EIB benefits at the rate of one-half (½) days ([four (4)] hours) for each month of continuous employment, up to a maximum accumulation of seven hundred and twenty (720) hours. This rate of accrual shall be prorated for part-time nurses. EIB benefits accrued beyond seven hundred and twenty (720) hours shall be converted to cash on an annual basis at the rate of fifty percent (50%) of the excess accrued. Nurses who leave employment in good standing at the Hospital after fifteen (15) or more years of service with Island Hospital shall have their EIB benefits accrued beyond four hundred and fifty (450) hours converted to cash at the rate of fifty percent (50%) of the excess accrued.

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

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

10.5 Use of EIB. EIB benefits shall be paid at the nurse’s normal rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually
incapacitated the nurse and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth (but excluding nonmedical child care and breast feeding) and leave necessary for the care of a seriously ill spouse or spousal equivalent or a child under the age of eighteen (18) with a health condition requiring treatment or supervision only after sixteen (16) consecutive scheduled hours are lost from the nurse’s regular work schedule. In addition, an employee shall have access to PTO and EIB to care for:

(1) An employee’s child who has a health condition requiring treatment or supervision [“Child” means a biological, adopted, or foster child, a step child, a legal ward, or child of a person standing in loco parentis who is: under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability]; or

(2) For a family member with a serious health condition and/or emergency condition who is (a) A spouse or spousal equivalent; (b) Parent; (c) Parent-in-law; or (d) Grandparent of the employee.

(The Employer may require reasonable written proof, including a physician’s statement at the Employer’s discretion.) In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for the nurse, not to be mistaken for a normal five (5) day work week schedule. For example, if an eight (8) hour nurse is scheduled to work Sunday, Monday, Tuesday, Thursday and Friday in a given week, and the nurse reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the seventeenth hour of illness on the regularly scheduled Thursday. Once forty (40) hours or five (5) eight (8) hour days of EIB are used for a single illness, the Employer will retroactively apply the EIB to the first hour of illness and restore the utilized sixteen (16) hours to the nurse’s PTO accrual.

10.5.1 Periodic Use of EIB Benefits. In certain cases, nurses may use EIB benefits on a periodic basis after the second consecutive work day (or sixteenth hour) lost. Such cases would include employees returning to work part-time (transitioning back to work), employees receiving intensive, ongoing treatment, situations where a nurse or a dependent child has multiple absences for a single illness or situations in which a nurse returns to work after using EIB benefits but the nurse’s condition worsens. The Employer reserves the right to require reasonable written proof in such cases, including a physician’s statement.

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

10.7 PTO/EIB Conversion. In the event of serious illness or injury while a nurse is on a regularly scheduled vacation under PTO, the nurse may request conversion of PTO
actually used to the nurse’s EIB. To be eligible for this status, the illness or injury must be of the nature that it requires the attention of a doctor, the illness or injury must be confirmed in writing by the treating physician, it must have lasted more than two (2) consecutive days [or sixteen (16) consecutive hours] and the nurse must have been rendered either immobile, housebound or hospitalized for each day he/she requests EIB payment. A nurse requesting such a leave conversion must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head that explains the circumstances (the Employer may require reasonable written proof, including a physician’s statement at the Employer’s discretion).

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

ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL

11.1 Seniority. For the purposes of Article 11, SENIORITY, LOW CENSUS, LAYOFF AND RECALL, seniority shall be determined by a regular nurse’s most recent date of hire by the Employer as a full-time or part-time registered nurse and shall be administered on a hospitalwide basis. (Section 11.4, Layoff, Recall, and Restructure presents the application of such seniority rights.)

11.2 Low Census. The Employer shall continue its efforts to provide at least two (2) hours’ prior notice of low census day off. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, volunteers being sought and considered first. Nurses will also be offered the option to float to areas where they are needed and qualified as determined by the Employer on the basis of relevant criteria. Regular full-time and part-time nurses will be given priority over casual and/or per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria. Regular nurses employed by the Hospital shall have priority over travelers and registry nurses for filling regularly scheduled staffing needs.

The order of low census call off shall be:

1. All statutory overtime,
2. Voluntary or requests in order of request,
3. Staff working an extra shift, which was requested after the schedule was posted,
4. Temporary Nurses,
5. Per Diem Nurses,
6. Staff working an extra shift, which was requested before the schedule was posted, and
7. Equitable rotation of full-time and part-time staff based on the number of hours each nurse has in mandatory low census.

11.2.1 Mandatory Low Census. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period (January 1 through June 30, and July 1 through December 31). Generally, low census is house-wide, meaning there is only one (1) forty-eight (48) hour cap. However, there shall be no such limit for nurses in a unit that has been mutually agreed by the Association and the Hospital to be identified as a “closed” unit. Low census hours (mandatory and voluntary) will be tracked by the Director of each Department. (Low census standby and low census hours requested by the Hospital will be counted as mandatory low census. Low census or standby requested by the nurse will be counted as voluntary low census.) The nurse may request his/her manager or nursing office staff to determine accumulated hours and the nurse’s place in rotation in relation to other core staff on the nurse’s unit.

11.2.2 Report Pay. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours’ report pay at the regular rate.

11.2.3 Low Census Standby. Low census standby will be voluntary, subject to discussion of the necessity for mandatory standby at Conference Committee if the voluntary system is judged to not meet staffing needs. All nursing staff will be paid time and one-half (1½x) for all hours worked, with a minimum of two (2) hours, when called back to work from low census standby.

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

11.4 Layoff, Recall, and Restructure. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, seniority shall be controlling in layoff and recall, and restructure.

11.4.1 Definitions.

Layoff: Mandatory full or partial reduction in nurse FTE(s).

Restructure: Reallocation of nurses within a unit or units resulting in a mandatory shift change, mandatory change in unit assignment, or
19

realignment of unit structure (such as unit consolidation or merger). If restructure results in a layoff of one (1) or more nurses then the provision of layoff rights will apply.

11.4.2 Seniority Application. In exercising its judgment, the Employer may take into consideration all of the various services provided to Hospital patients. Subject to the above qualification, the principle of seniority shall be recognized to the extent practical and feasible, keeping patient care considerations in mind at all times. [Layoffs to be implemented in a “closed unit” shall be limited to such closed units, and other layoffs shall be implemented hospitalwide (excluding the closed units). Restructures shall be limited to the unit determined to be restructured (whether a closed unit or not).] The principles of Section 11.4, Layoff, Recall, and Restructure, shall be applied in the following procedures:

11.4.3 Vacant Position Posted. Prior to implementing a layoff or restructure, the Employer shall post any vacant positions it deems necessary to be filled according to Section 13.2, Job Posting.

11.4.4 Notice/Meeting. In the event of a layoff or restructure, the Employer shall contact the Local Unit Chairperson and the Association by written notice at least thirty (30) calendar days prior to the event, providing the planned units, shift(s), number of full time equivalent positions (FTE’s) to be affected, and the nurses identified to be laid off or have a position restructured. The Employer and the Association shall meet within fourteen (14) calendar days following such notice to discuss the timing and procedures for effecting a layoff or restructure. Nurses who are to be laid off or have a position restructured shall be given no less than fourteen (14) calendar days’ advance written notice by the Hospital.

11.4.5 Seniority Roster. A seniority roster (including nurse unit, shift, FTE status and hire date) will be transmitted to the Local Unit Chairperson and Association at the time of written notice under Section 11.4.4, Notice/Meeting.

11.4.5(1) Seniority Roster and Restructure. For a restructure, the roster shall only list nurses by inverse seniority in the restructured unit (whether a closed unit or not).

11.4.5(2) Seniority Roster and Layoff. For a closed unit layoff, the roster shall only list nurses by inverse seniority in that closed unit. For other layoffs, the roster shall only list nurses who are not in closed units by inverse seniority hospitalwide.

11.4.6 Restructure or Layoff Implementation.

11.4.6(1) Restructure. For a restructure within any unit (whether a closed unit or not), the position(s) of the nurses affected by the restructure in that unit shall bid on the restructured positions by order of seniority and the
principles of Section 11.4.2, Seniority Application. Such nurses may also elect to transfer to Per Diem status.

11.4.6(2) Layoffs. For a layoff within a closed unit, the position(s) of the least senior nurse(s) shall be reduced-in-force within the unit until the Hospital-determined position reductions have been accomplished. For other units that are not closed units, the position(s) of the least senior nurse(s) shall be reduced-in-force hospitalwide until the Hospital-determined position reductions have been accomplished.

11.4.7 Displaced Nurse Rights. A nurse holding a position to be reduced-in-force by layoff or subject to restructure shall be considered a “Displaced Nurse.” A Displaced Nurse shall have the following rights, so long as the Displaced Nurse has been employed in the nurse’s current position in the affected nursing unit at least six (6) months and the Hospital determines that the nurse can fully function independently in that nursing unit:

11.4.7(1) Displaced Nurse in Closed Unit Layoff. A Displaced Nurse in a layoff in a closed unit may look to the positions of the least senior nurse(s) within the nurse’s unit on other shifts and bump into that position. If such least senior nurse has a lower FTE status, then the Displaced Nurse may also bump into the position of the next least senior nurse on other shifts within the nurse’s unit, so that the Displaced Nurse retains a position with an equivalent FTE status.

11.4.7(2) Displaced Nurse in Other Units Layoff.

(A) A Displaced Nurse in a layoff in other units (not a closed unit) may look to the position of the least senior nurse(s) within the nurse’s unit on other shifts and bump into that position. If such least senior nurse has a lower FTE status, then the Displaced Nurse may also bump into the position of the next least senior nurse on other shifts within the nurse’s unit, so that the Displaced Nurse retains a position with an equivalent FTE status.

OR

(B) A Displaced Nurse in a layoff in other units (not a closed unit) may alternatively look to the position of least senior nurse hospitalwide in any unit (not a closed unit), and bump into that position, so long as the Hospital determines that the nurse can fully function independently in that nursing unit [requirement of six (6) months in current position shall not apply]. If such least senior nurse has a lower FTE status, then the Displaced Nurse may also bump into the position of the next least senior nurse hospitalwide,
so that the Displaced Nurse retains a position with an equivalent FTE status.

A Displaced Nurse may only elect to bump into that portion of the position equal to the Displaced Nurse’s FTE status prior to being displaced. (A nurse who is bumped from a position by a Displaced Nurse becomes a Displaced Nurse with the same rights under this Section.) Following the bumping process, the layoff or restructure shall proceed with the least senior Displaced Nurse.

11.4.8 Nurse May Choose Layoff. A Displaced Nurse identified for layoff may choose to be laid off rather than exercise seniority and bumping rights. This shall not affect such a nurse’s reinstatement rights status in Section 11.4.10, Reinstatement Roster.

11.4.9 Laid Off Nurse and Per Diem Work. A Displaced Nurse who has been laid off may elect to transfer to Per Diem status while waiting to obtain a regular position. (The nurse shall indicate in writing the shifts and units where the nurse feels qualified to work.) This shall not affect such a nurse’s reinstatement rights under Section 11.4.10, Reinstatement Roster. Such a laid off nurse in Per Diem status shall be given first opportunity to work an extra shift before the shift is offered to other Per Diem nurses. To the extent feasible, such shifts will be offered by seniority prior to layoff, but worked Per Diem shifts by such a laid off nurse may be up to, but not exceeding, the nurse’s FTE status prior to layoff. Such Per Diem work shall not be deemed a reinstatement under Section 11.4.10. The special rights of this Section 11.4.9, Laid Off Nurse and Per Diem Work, shall apply for up to twelve (12) months. Thereafter, the nurse shall be treated equally with other Per Diem Nurses.

11.4.10 Reinstatement Roster. The names of affected nurses will be placed on a reinstatement roster for a period of up to twelve (12) months after layoff or restructure. A nurse shall be removed from the roster upon accepting employment in a position with the same shift and status, upon refusal to accept a position with the same shift and status, or at the end of the twelve (12) month period. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff or restructure change, providing skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria. Subject to the above qualification, nurses on the reinstatement roster will be offered reinstatement prior to any nurses being newly hired and prior to increasing scheduled hours of nurses not on the roster. Upon reinstatement from the roster, the nurse shall have all previously accrued benefits and seniority restored, subject to benefit plan eligibility requirements. A nurse who is laid off will have the option at the time of layoff to receive accrued but unused paid time off (PTO) and may continue group insurance coverage at the nurse’s expense, subject to insurance plan eligibility requirements.
11.5 **Loss of Seniority.** Seniority shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

**ARTICLE 12 LEAVES OF ABSENCE**

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

12.2 **Family and Medical Leave.** As required by federal law, upon completion of twelve (12) months of employment, which need not be consecutive, any employee who has worked at least one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse, registered domestic partner (as defined under Washington law), or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees’ health benefits during this leave and shall reinstate the employee to the employee’s former or equivalent position at the conclusion of the leave. If a particular period of leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) and state law and/or other provisions of this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, Family or Medical leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days’ advance notice to the Employer of the request for leave when the leave is foreseeable. Upon written request, a nurse shall be granted up to an additional fourteen (14) weeks of unpaid non-FMLA parenting leave. The family leave required by the federal Family and Medical Leave Act of 1993 shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth pursuant to RCW 49.78 005(2).

12.2.1 **Family and Medical Leave Related to the Active Duty Service Exigency of a Family Member.** An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, registered domestic partner (as defined under Washington law), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.
12.2.2 **Family and Medical Leave to Care for an Injured Service Member.** An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse, registered domestic partner (as defined under Washington law), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

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

12.3.1 **Military Spouse Leave.** Up to fifteen (15) business days of leave will be granted to a qualified nurse [nurse who averages twenty (20) or more hours of work per week] whose spouse or registered domestic partner (as defined under Washington law) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, annual leave, or sick leave, may be taken at the nurse’s discretion. The nurse must provide the Hospital with notice of the nurse’s intention to take leave within five (5) business days of receiving official notice that the nurse’s spouse or domestic partner will be on leave or of an impending call to active duty.

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

12.5 **Education Time.** In this Section 12.5, Education Time, and Section 12.5.1, Non-Mandatory Continuing Education Expenses, “nurses” is defined as regular full-time and part-time nurses and Per Diems who have worked at least four hundred and seventy-five (475) hours in the current or prior calendar year, including low census and call hours. Nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs; provided the number of nurses wishing to attend does not jeopardize Hospital service. The term “educational meetings” is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. Upon request nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their
certification. Attendance at courses required by the Hospital, such as Advanced Cardiac Life Support (ACLS), will be paid at the appropriate rate of pay.

12.5.1 **Non-Mandatory Continuing Education Expenses.** Annually the Hospital shall determine its budget for non-mandatory continuing education program expenses for nurses. After determining that total annual budgeted amount, it shall be allocated pro rata for budget planning purposes based on the number of nurses that has been projected for the upcoming calendar year. The nurses shall be notified of the pro rata amount. It is understood that during the year, the Hospital may reduce this total budgeted amount allocation based on its determination of the Hospital’s actual financial performance. In all cases, any reimbursement will be subject to a nurse’s advance written request to the Nurse Manager, specific course approval by the Nurse Manager, and subsequent proof of the nurse’s satisfactory attendance.

12.6 **Health Leave.** After completion of the probationary period, a leave of absence without pay for up to six (6) months without loss of accrued benefits shall be granted for health or disability reasons. After one (1) year of continuous employment, a nurse who has been granted a health leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse’s absence from work for health reasons does not exceed twelve (12) weeks. Thereafter, for the six (6) months’ leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. During the health leave, the nurse may use sick leave during the period of disability and vacation thereafter to the extent accrued.

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

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

12.9 **Bereavement Leave.** In the case of death in the immediate family, leave with pay shall be granted for bereavement and funeral attendance purposes in accordance with the following schedule. For family members set forth below, not more than the nurse’s regular rate of pay for the following number of regularly-scheduled work days within a period not to exceed that number of days shall be granted:

<table>
<thead>
<tr>
<th>Family Member</th>
<th>Work Days</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse/Spousal Equivalent</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Child/Step Child</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Parent/Step Parent/Child’s Parent</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Sister/Brother (Including in-laws)</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Spouse’s Parent</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Grandchild</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Grandparent</td>
<td>4</td>
<td>7</td>
</tr>
</tbody>
</table>
12.10 **Paid Leave.** A leave of absence with pay shall not alter a nurse’s anniversary date of employment or otherwise affect the nurse’s compensation or status with the Employer, and reinstatement to the same scheduled number of hours, shift and unit shall be guaranteed.

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

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

12.13 **Domestic Violence Leave.** If a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. This leave is unpaid unless the nurse uses any available paid leave time (e.g., PTO, EIB). The nurse must provide advance notice of need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding such notice, the nurse or his/her designee must provide the Hospital notice of the need for such a leave no later than the end of the first day that the employee takes such leave. If the Hospital requests, the nurse may be required to provide verification of the need for such leave (e.g., police report, court order, the nurse’s own written statement, or documentation from a clergy member, victim advocate, attorney, health care provider or other professional). If the Hospital requests, the nurse may be required to provide verification of the familial relationship (including, but not limited to, a statement from the employee, a birth certificate, a court document, or other similar documentation). A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, “family member” includes a nurse’s child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or a person whom the nurse is dating. The Employer shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure, the disclosure is required by a court order, or the disclosure is required by applicable federal or state law.

**ARTICLE 13 EMPLOYMENT PRACTICES**

13.1 **Personnel Files.** Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and formerly employed nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse’s file without the knowledge of the nurse. If a nurse believes that any material placed in his/her personnel file
is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

13.2 **Job Posting.** Notices of nurse positions to be filled shall be posted electronically at least seven (7) calendar days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service; providing the skill, ability, experience, competence or qualifications of applicants and replacements are not overriding factors. The Employer shall make every effort to facilitate the movement of nurses between shifts, if desired by the nurse. When a posted position is filled, a nurse who is selected may not transfer to another vacancy for six (6) months from the date of commencing work in the filled position, unless the Hospital determines there is an operational need for an exception. A current Hospital nurse not selected shall be issued a letter briefly describing why the nurse was not selected.

13.2.1 **Temporary Nurses.** The Hospital may post temporary positions of no longer than six (6) calendar months’ duration. If a temporary position is to continue beyond the conclusion of the six (6) month period, the Hospital will post the position in accordance with Section 13.2, Job Posting, above.

If a current employee fills a temporary position, the employee shall continue to accrue seniority and to retain benefits held or accrued in the prior position. If a new hire fills the position, the employee will not accrue seniority or benefits but will be eligible for the premium in lieu of benefits described in Section 5.5, Per Diems. If the new temporary employee thereafter is hired as a full-time, part-time or Per Diem nurse, his or her seniority will begin to accrue upon commencement of work in that position. Every thirty (30) days the Hospital will provide to the Association a list of all nurses occupying temporary positions.

13.3 **Meetings and Inservices.** Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at all contract-defined committee meetings.

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

13.5 **Travel.** When a nurse covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off hospital premises, the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer’s prior approval shall be obtained in writing whenever possible.
13.6 **Personnel Action Forms.** Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, or shift, and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one (1) copy of the form.

13.7 **Orientation.** Nurses will be required to work only in those areas within the Hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. Orientation participants will be dedicated to the orientation program as defined by the Education Committee.

13.8 **Payroll Records.** Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, PTO accrued and EIB accrued.

13.9 **Performance Evaluations.** A written performance evaluation shall be conducted at the end of the probationary period and thereafter on a periodic and regular basis. Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation. Probationary nurses will be given a preliminary evaluation halfway through their probationary period.

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

**ARTICLE 14 HEALTH AND INSURANCE BENEFITS**

14.1 **Health Insurance.** Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer’s group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (0.6 FTE status or more) for RN self-coverage under the lowest cost premium health insurance plan that it offers, which is not a consumer driven health plan. As for other eligible part-time nurses, the Employer shall pay one-half (½) the full-time employee rate and the nurse shall pay the other one-half (½) through payroll deduction. The Employer’s obligation and liability shall be limited to paying the premium costs. Participation in the Employer’s group insurance program shall be subject to specific plan eligibility requirements. In the event the Employer modifies its current plan...
or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17, No Strike – No Lockout, shall not apply for a period of thirty (30) days after impasse.

14.2 **Tuberculosis Tests.** At the time of employment and annually thereafter, the Employer shall arrange for nurses to take a Tuberculosis (TB) skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, and annually thereafter as is required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer’s Hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 **Health Tests.** Nurses shall be entitled to routine blood examinations, including lipid panel, CBC, CMP, and urinalysis performed annually at the Employer’s Hospital without cost.

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

14.5 **Island Hospital Medical Discount.** When a nurse has medical care provided at Island Hospital, the nurse shall be eligible to receive a twenty percent (20%) discount on the patient responsibility portion (after insurance has processed) of the final hospital bill, if (a) the bill is paid in full within thirty (30) calendar days of the first statement of the patient responsibility of the bill (unless a payment plan has been mutually agreed to) and (b) the nurse has no outstanding balance owed to the Hospital [or payment plan account(s) in default].

**ARTICLE 15 RETIREMENT PLAN**

15.1 **Retirement Plan.** The Employer shall provide during the term of this Agreement a retirement plan. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17, No Strike – No Lockout, shall not apply for a period of thirty (30) days after impasse.

**ARTICLE 16 COMMUNICATIONS**

16.1 **Conference Committee.** The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the
nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least quarterly and shall consist of three (3) representatives of management and three (3) representatives of the nurses covered by this Agreement. All members of the Committee shall be employees of the Employer. A nurse member shall be compensated for time in attendance, and shall coordinate release time requests with the nurse’s Department Manager. [A semi-annual topic (January and July) shall be a review of the use of Per Diem Nurses and nurses working above their FTE and the potential need to post additional FTE’s.]

16.2 Nurse Practice/Patient Care Committee. A Nurse Practice/Patient Care Committee shall be instituted and maintained in the Employer’s Hospital and meet at least once quarterly. This Committee shall include at least five (5) Registered Nurses selected by the Association and at least one (1) representative of the Employer. The purpose of this Committee is to discuss and improve nursing practices in the Hospital. The Committee shall develop specific objectives and operating procedures subject to review by the Conference Committee. This Committee shall be advisory. The Committee shall select its own chair.

16.3 Education Committee. An Education Committee shall be instituted and maintained in the Employer’s Hospital and meet at least quarterly for not less than two (2) hours per quarter. The Hospital will allow for Education Committee members’ work schedules to accommodate the additional responsibilities of the Committee. The Education Committee shall function as a sub-committee of the Conference Committee and be accountable to the Conference Committee. The members of the Committee commit to report to the Conference Committee and to promote the combined interests of the Hospital and the Association. The Education Committee shall develop specific objectives and operating procedures subject to review by the Conference Committee.

The Committee will consist of a Chair holding at least a .2 FTE position as RN Education Coordinator. In addition, the Committee shall include six (6) Staff Nurses, one (1) from each patient care department, who are appointed by the Education Committee and the Conference Committee. Committee Members will be paid at their regular rate of pay for their work on the Committee. The Committee will continue to develop operating procedures and design education programs to meet the interests defined in Section 19.2, Staff Development, Education and Training, of the Agreement. The Committee will evaluate the preceptor program to determine what changes need to be made or additions would be needed to improve the program for both preceptors and preceptees. Committee rotation shall function as follows: term of commitment shall be two (2) years with three (3) of the six (6) members rotating off the Committee annually during the fall quarter. The Committee will solicit new members interested in Committee membership. If a member who is rotating off wishes to remain on the Committee the member may indicate such interest to the Committee Chair. The member will then be included in the selection process. The Education Committee will make recommendations for membership to be approved by the Conference Committee.
16.4 **Health and Safety.** The Hospital will maintain reasonable conditions of health, safety and sanitation including compliance with Federal, State and Local laws applicable to the safety and health of its employees. Nurses shall not perform tasks that endanger their health or safety if such work or tasks are not inherent to reasonably prudent nursing practice. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols shall be furnished and, where feasible, utilized. The Hospital will provide nurses with adequate training on the proper use of proper work methods and protective equipment required to perform hazardous duties. The Hospital will continue its Employee Safety Committee in accordance with existing regulatory requirements including representation by bargaining unit RNs. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures of the workplace and its employees. It is a nursing as well as a management responsibility to report unsafe conditions by using the QA Memo or other appropriate method. Safety Committee minutes, including remedies, will be posted electronically.

16.4.1 **Ergonomic Evaluations.** The Hospital will continue its practice of providing an ergonomic evaluation by a Hospital-assigned Physical Therapist, if a nurse makes a written request for such to the nurse’s Department Manager.

**ARTICLE 17 NO STRIKE - NO LOCKOUT**

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

**ARTICLE 18 GRIEVANCE PROCEDURE**

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

18.2 **Step 1 - Nurse and Immediate Supervisor.** It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse shall first submit it in writing to his or her immediate supervisor within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. The supervisor shall respond in writing within seven (7) calendar days.
18.3 **Step 2 - Nurse, Local Unit Chairperson and Chief Nursing Officer.** If the matter cannot be resolved informally and it is the nurse’s desire to proceed further, the nurse shall submit the grievance in writing to the Chief Nursing Officer, or designee, within seven (7) calendar days from the date of the Step 1 response. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. A conference between the nurse, the Local Unit Chairperson, or designee, and the Chief Nursing Officer, or designee, shall be held. The Chief Nursing Officer, or designee, shall endeavor to resolve the grievance and will respond in writing within seven (7) calendar days of its receipt.

18.4 **Step 3 - Administrator and Association Representative.** If the nurse is not satisfied with the reply in Step 2, the nurse may present the written grievance to the Hospital Administrator or designee and the Association representative who shall meet within fifteen (15) calendar days for the purpose of resolving the grievance. The Association may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted in writing within fifteen (15) calendar days from the date the nurses were or should have been aware a grievance existed. The Hospital Administrator or designee shall respond in writing within seven (7) calendar days after the Step 3 meeting.

18.5 **Step 4 - Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within fifteen (15) calendar days following the date of the Hospital Administrator’s or designee’s response. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternatingly strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator’s decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Employer’s action. The arbitrator shall not reverse the Employer’s exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer. If a nurse feels the Employer’s determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party
incurred them, and neither party shall be responsible for the expenses of witnesses called by
the other party.

ARTICLE 19 STAFFING

19.1 Staffing.

19.1.1 Nurse Staffing Committee. The parties agree to continually work
toward an equitable system of insuring adequate Registered Nurse staffing to meet
patient needs. This shall be accomplished through the Nurse Staffing Committee. A
purpose of the Committee shall be to discuss and consider alternative methodologies
to accomplish this goal which might include the development, implementation, and
evaluation of appropriate systems. Standards established by the hospital accreditation
organization selected by the Hospital shall be considered relevant criteria for
determining appropriate staffing levels.

19.1.2 Conference Committee and Staffing. In the event the Employer
proposes to change the care model on a Nursing Unit, it shall bring the proposed
changes to the RN Conference Committee prior to implementation so that the parties
have the opportunity to collaboratively explore the care model and recommend
changes as appropriate.

19.1.3 Nurse Staffing Questions. A nurse questioning the level of staffing
on her/his unit shall communicate this concern to her/his immediate supervisor who
will utilize available management resources to attempt to resolve the situation. When
appropriate, the nurse should initiate an Assignment Despite Objection form to
document the situation, a copy to be given to the supervisor, and the nurse to receive
a written response. Nurses who raise staffing issues shall be free from restraint,
interference, discrimination or reprisal.

19.2 Staff Development, Education and Training. Continuing education, cross-
training to different units, orientation and mentoring programs shall be developed, offered,
instituted and maintained, with programs posted in advance. Inservice education and training
programs will be scheduled in an effort to accommodate varying work schedules. The
procedures and content for such programs shall be discussed and developed by the Education
Committee. Such programs shall be consistent with the standards established by the Joint
Commission on Accreditation of Health Care Organizations and other regulatory bodies.
The Employer recognizes that the availability of continuing education opportunities for its
nurses is essential to assure quality patient care. A regular and ongoing staff development
program, including, as appropriate, preceptorships, residency programs, orientation
programs, mentoring and cross-training programs shall be developed, maintained and made
available to nurses covered by this Agreement. The existence, content, attendance and
completion requirements of such programs, taking into consideration the different needs of
new graduates, nurses new to the Employer’s Hospital and experienced nurses being cross-
trained for a new or different patient care department, shall be discussed and developed by the Education Committee for review by the Conference Committee provided for herein.

ARTICLE 20 GENERAL PROVISIONS

20.1 Savings Clause. This Agreement shall be subject to all present and future applicable Federal and State laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

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

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

20.4 Successor. This Agreement shall be binding on any successor employer, including voluntary payroll dues deduction authorizations. A successor is to promptly transmit such deducted funds to the Association after closing of the business structure change. (The Hospital shall inform a successor of this Section 20.4, of the Agreement, prior to completion of the successor business transaction.)

ARTICLE 21 MANAGEMENT RIGHTS

21.1 Management Rights. The management of the Employer’s hospital and the direction of the working force, including the right and responsibility to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right and responsibility to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right and responsibility to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right and responsibility to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the Hospital.
ARTICLE 22 TERM OF AGREEMENT

22.1 Duration and Renewal. This Agreement shall become effective at 12:01 a.m. on the first day of the first pay period after approval by the Hospital Board of Commissioners, following Association ratification, and shall continue in full force and effect through and including 11:59 p.m. October 31, 2017. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of March 11th, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By: Rozetta Ludwigsen, RN, Local Unit Chair
By: Barbara Friesen, RN, Nursing Representative
By: Sara Beadles, RN
By: Jeanne Chudy, RN
By: Kathleen Crawford, RN
By: Kim McClure, RN
By: Sue O'Donnell, RN, Nursing Representative
By: Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By: Vince Oliver, Chief Executive Officer
By: Elise Cutter, Chief Financial Officer, & Hospital Bargaining Committee Chair
By: Denise Jones, Director of Nursing / Interim Chief Nursing Officer
By: Steve Burton, Director of Surgical Services
By: Cindy Anderson, Controller
### APPENDIX A

**ISLAND HOSPITAL**

**REGISTERED NURSES**

**MINIMUM HOURLY WAGE RATES**

Effective the first day of the first payroll period beginning on or after the dates listed below, the straight time hourly wage rates and Charge Nurse/Coordinator Premium will be:

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>1st Day-1st Pay Period</th>
<th>After Board Approval</th>
<th>11/1/15</th>
<th>11/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Nurse</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Starting Rate</td>
<td>27.28</td>
<td>27.62</td>
<td>28.04</td>
<td></td>
</tr>
<tr>
<td>After 1 year of continuous employment</td>
<td>28.59</td>
<td>28.95</td>
<td>29.39</td>
<td></td>
</tr>
<tr>
<td>After 2 years of continuous employment</td>
<td>29.77</td>
<td>30.14</td>
<td>30.59</td>
<td></td>
</tr>
<tr>
<td>After 3 years of continuous employment</td>
<td>30.93</td>
<td>31.32</td>
<td>31.79</td>
<td></td>
</tr>
<tr>
<td>After 4 years of continuous employment</td>
<td>32.18</td>
<td>32.58</td>
<td>33.07</td>
<td></td>
</tr>
<tr>
<td>After 5 years of continuous employment</td>
<td>33.01</td>
<td>33.42</td>
<td>33.92</td>
<td></td>
</tr>
<tr>
<td>After 6 years of continuous employment</td>
<td>34.59</td>
<td>35.03</td>
<td>35.55</td>
<td></td>
</tr>
<tr>
<td>After 7 years of continuous employment</td>
<td>35.78</td>
<td>36.22</td>
<td>36.77</td>
<td></td>
</tr>
<tr>
<td>After 8 years of continuous employment</td>
<td>37.01</td>
<td>37.47</td>
<td>38.04</td>
<td></td>
</tr>
<tr>
<td>After 9 years of continuous employment</td>
<td>38.20</td>
<td>38.67</td>
<td>39.25</td>
<td></td>
</tr>
<tr>
<td>After 10 years of continuous employment</td>
<td>38.92</td>
<td>39.41</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>After 12 years of continuous employment</td>
<td>40.56</td>
<td>41.07</td>
<td>41.68</td>
<td></td>
</tr>
<tr>
<td>After 14 years of continuous employment</td>
<td>42.18</td>
<td>42.71</td>
<td>43.35</td>
<td></td>
</tr>
<tr>
<td>After 16 years of continuous employment</td>
<td>43.45</td>
<td>43.99</td>
<td>44.65</td>
<td></td>
</tr>
<tr>
<td>After 18 years of continuous employment</td>
<td>44.75</td>
<td>45.31</td>
<td>45.99</td>
<td></td>
</tr>
<tr>
<td>After 20 years of continuous employment</td>
<td>46.09</td>
<td>46.67</td>
<td>47.37</td>
<td></td>
</tr>
<tr>
<td>After 22 years of continuous employment</td>
<td>47.48</td>
<td>48.08</td>
<td>48.80</td>
<td></td>
</tr>
<tr>
<td>After 24 years of continuous employment</td>
<td>48.91</td>
<td>49.52</td>
<td>50.26</td>
<td></td>
</tr>
<tr>
<td>After 26 years of continuous employment</td>
<td>50.37</td>
<td>51.00</td>
<td>51.76</td>
<td></td>
</tr>
<tr>
<td>After 28 years of continuous employment</td>
<td>51.89</td>
<td>52.53</td>
<td>53.32</td>
<td></td>
</tr>
</tbody>
</table>

---

Charge Nurse/Coordinator (per hour premium)  2.25

- **Lump Sum Ratification Settlement Bonus**: in lieu of retroactivity for nurses employed on the CBA effective date, a lump sum ratification bonus shall be paid as follows:

Lump Sum Ratification Settlement Bonus payable (@ 1 mo. after CBA approval by IH Board) to each regular FT, PT and Per Diem nurse based on actual hours worked for the period of November 10, 2014 through the beginning of the first day of the first payroll period after new CBA effective date (e.g., March 16, 2015) at 2.25% of each such nurse's straight time hourly rate of pay (this excludes any premium pay).
ISLAND HOSPITAL – WSNA
MEMORANDUM OF UNDERSTANDING
FOR HOME HEALTH

Any provision of the Collective Bargaining Agreement by and between the Washington State Nurses Association and Island Hospital not specifically addressed in this Memorandum of Understanding shall remain in full force.

Island Hospital and the Washington State Nurses Association hereby agree that various nurses working at Island Hospital are working in Home Health. The terms of the Home Health MOU to which both parties agree are:

**Work Week and Work Day:**

It is understood that the beginning and ending times of the normal work day necessitate the need for flexibility due to patient care considerations.

**Mileage:**

Employees will be paid their regular rate of pay while traveling between assigned work locations. While driving their own vehicles between assigned work locations, employees will be paid mileage at the rate which the IRS allows.

**Transportation:**

Each nurse whose duties involve travel away from the Employer’s offices is required to furnish his or her own transportation. When personal transportation is not available, it is the nurse’s responsibility to make arrangements for alternative transportation to fulfill the job requirements at their own expense. If an employee’s car is unavailable because of an accident occurring during worked hours, the Employer shall either make available a hospital vehicle with no reimbursement for mileage, or will contribute up to fifty percent (50%) of the cost of a rental vehicle and be paid mileage on the rental for a period of one (1) week provided the employee does not have private insurance coverage with a loaner-car benefit. At the time of employment and annually thereafter, each employee must present evidence that the employee is fully licensed to operate a motor vehicle and that the employee has the minimum automobile liability insurance coverage required by law. This information shall become part of the nurse’s personnel file. Appropriate parking fees, ferry and bus fares will be reimbursable upon presentation of written documentation.

**Weekends:**

The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive four dollars ($4.00) per hour as a weekend premium added to the nurse’s regular rate of pay for each hour worked on the weekend. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse’s straight-time hourly rate of pay (computed without the weekend premium), unless the nurse
voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of four dollars ($4.00) for each weekend hour worked as defined above. The next regularly scheduled weekend shall be paid at the nurse’s regular rate of pay. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

Telephone Work:

On their off time, an employee occasionally may be required to receive calls from their supervisor relating to clients. Except for routine schedule changes, an employee will be paid at their regular rate of pay in fifteen (15) minute increments, unless the employee is in an overtime situation; then the rate will be one and one-half (1½) times the regular rate of pay.

Equipment and Supplies:

The Employer will provide all professional equipment and supplies required by the Employer and necessary for the completion of professional responsibilities except those items which are considered individualized and a matter of choice (such as stethoscopes and bandage scissors). In addition, all home health nurses performing home health duties shall be provided cellular phones. They will also be reimbursed for long distance telephone expenses incurred while carrying out job duties related to Telepage.

Telepage Coverage:

Telepage (telephone and visits after hours) coverage will be rotated equitably among all full and part-time nurses. The hours of coverage will be the following:

- Weekdays (Monday through Friday): 5:00 p.m. through 10:00 p.m.
- Weekends (Saturday and Sunday) and Holidays: 8:00 a.m. to 10:00 p.m.

Full and part-time nurses shall not be required to be on Telepage duty for more than eight (8) duty days per month or more than three (3) days per week unless mutually agreeable to the nurse and Island Hospital. Additionally, if the full or part-time nurse is required by rotation to be on Telepage duty in addition to his/her regular scheduled day and such nurse feels at some point he/she cannot safely perform his/her nursing duties after Telepage duty, every effort will be made to accommodate the nurse’s request for time off.

All home health nurses performing such duty are expected to respond promptly to pages and to a patient visit if it is necessary.

Telepage Pay:

Nurses on Telepage duty will be paid at the rate of three dollars ($3.00) an hour for all hours performing Telepage duty.

A nurse on Telepage duty shall receive a minimum of fifteen (15) minutes of pay at the regular rate for time spent responding to and documenting phone calls associated with Telepage duty.

A nurse on Telepage duty shall receive a minimum of one and one-half (1½) hours of pay at the regular rate for time spent traveling to and from, visiting and documenting visits to patients.
which arise out of Telepage duty. A second call within the minimum one and one-half (1½) hours will not add additional minimum callback hours.

Telepage duty is time that is paid for, but not worked, and shall not count as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits.

Fee for Visit:

The Employer may establish an optional Fee Per Visit method of compensation. Participation shall be voluntary, and the Employer may restrict the number of nurses allowed to participate.

The Fee Per Visit rate will be negotiated at the time of implementation.

Salary:

The Employer may establish an optional salaried method of compensation. Participation shall be voluntary, and the Employer may restrict the number of nurses allowed to participate. The salary rate will be negotiated at the time of implementation.

Rest Between Shifts:

When the nurse voluntarily works during the twelve (12) hour rest period, the nurse will be paid the nurse’s appropriate rate of pay plus the Telepage premium of Three Dollars ($3.00) per hour.

If the nurse does not have twelve (12) hours of rest between shifts (excluding overtime and telephone work), the employee will be paid at the rate of time and one-half (1½x) on the next sequential shift for any hours worked during the preceding twelve (12) hours; the remaining hours of the scheduled shift will be paid at the employees regular rate of pay.

If after working during the twelve (12) hour rest period, the nurse feels he/she cannot safely perform his/her nursing duties, every effort will be made to accommodate the nurse’s request for time off.

Dated this 16 day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By ______________________
Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By ______________________
Vince Oliver, Chief Executive Officer
ISLAND HOSPITAL - WSNA
MEMORANDUM OF UNDERSTANDING
SURGERY TEN (10) HOUR INNOVATIVE WORK SCHEDULE - CALLBACK

Any provision of the Collective Bargaining Agreement by and between the Washington State Nurses Association and Island Hospital not specifically addressed in this Memorandum of Understanding shall remain in full force.

Island Hospital and the Washington State Nurses Association hereby agree that various nurses working at Island Hospital in Surgery under ten (10) hour innovative schedules are covered by the following:

Callback: Nurses who are called in from standby status on weekends or designated holidays will be paid one and one-half (1½) times their regular rate of pay for the first twelve (12) consecutive hours worked, and two (2) times their regular rate of pay for any non-consecutive hours worked in excess of twelve (12) in a twenty-four (24) hour period. The twenty-four (24) hour period shall be calculated as beginning with the first hour of the regularly scheduled standby shift.

Dated this 16th day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By

ISLAND HOSPITAL

By
ISLAND HOSPITAL - WSNA
MEMORANDUM OF UNDERSTANDING
DRUG & ALCOHOL FREE WORKPLACE

Island Hospital ("IH" or "Hospital") and the Washington State Nurses Association ("Association" or "WSNA") agree that it is important to the health and safety of the Hospital's patients, guests and employees that the Hospital provides a drug and alcohol free work environment that prevents substance abuse. WSNA and IH also agree that drug and/or alcohol dependency is a treatable illness. The Hospital and Association actively support and encourage efforts for ongoing education, for employees to seek help, and for a supportive environment that promotes health. Therefore, the parties agree that as modified by this Memorandum of Understanding, the Hospital's Drug & Alcohol Free Workplace Policy dated December 1, 2014 applies to this bargaining unit:

1. The Hospital and WSNA encourage any Registered Nurse with a drug or alcohol problem to seek help. The Hospital's Employee Assistance Program (EAP) is available for all such employees who come forward. An employee who seeks EAP assistance will be looked upon favorably and not be disciplined for seeking EAP assistance. For conduct and performance issues other than those related to the actual substance abuse illness or diversion, a nurse is subject to Discipline and Discharge, of the current collective bargaining agreement. In the event of discipline and/or discharge, the grievance procedure outlined in the current collective bargaining agreement may be utilized by the nurse.

2. In the event an RN is suspected to be under the influence of drugs or alcohol while on duty, the concern should be immediately reported to the manager of the department or in the case of evening/night shift personnel, to the charge nurse on duty who will then contact the Nurse Manager/Administrator on call. The Nurse Manager/Administrator will assess the employee's condition and corroborate whether reasonable suspicion exists.

3. The Hospital will process leaves of absence requests as appropriate for employees who request leave for treatment programs regarding drug and/or alcohol dependency.

4. Regarding Reasonable Suspicion for an RN:

Reasonable suspicion that a Registered Nurse may be under the influence of drugs or alcohol must be based on observable evidence such as:

- Observed alcohol or illegal drug use or possession during work hours on the Hospital premises.
- Apparent physical state of impairment, as indicated by the odor of alcohol, slurred speech, staggering walk, etc.
- Incoherent mental state.
• Marked, unexplained, changes in personal behavior on more than one (1) occasion.
• Proven drug diversion.

The aforementioned behaviors and/or combination of reasonable suspicion behaviors may indicate that possible substance testing and disciplinary action may be appropriate, depending upon the circumstances.

In the event an RN is suspected of being under the influence of drugs or alcohol while on duty, the employee may be asked to submit to a drug and alcohol screening. If the employer believes the nurse should be removed from the workplace, he/she will be placed on leave with the ability to use any accumulated Paid Time Off and/or Extended Illness Bank (PTO/EIB) during the investigation. If it is determined that the nurse’s drug screening is negative, any PTO/EIB utilized during this period will be immediately restored to the nurse’s PTO/EIB bank.

5. Specimen Collection: Specimens will be collected at a

a. Sedro Woolley Collection Site or Mount Vernon Collection Site during their normal business hours, or

b. at Island Hospital outside of the normal business hours of these collection sites or at the nurse’s request.

All specimens collected will be sent to Providence Associates Medical Laboratories (PAML), in Spokane, Washington. Standard “chain of custody” procedures will be taken by all parties regarding all samples being tested. A urine sample will be collected in a polypropylene, polycarbonate, or polyethylene container. In the case of suspected alcohol use, the most expedient test must be administered; therefore, nurses who cannot be transported in a timely fashion to either of the aforementioned laboratories, may be collected at Island Hospital confidentially. Test specimen collection at the Hospital will be conducted by nursing administration, not the laboratory staff. However, laboratory staff shall ship specimens per chain of custody procedures.

6. Cost of Testing: All initial costs related to the collection and testing in this agreement will be borne by Island Hospital. All subsequent tests required due to participation in private or state mandated drug rehabilitation shall be the responsibility of the RN. Not later than sixty (60) days after receipt of a confirmed positive test result, a nurse may request in writing that the original testing laboratory (or another qualified laboratory) retest the specimen. The nurse will pay all costs associated with the additional test, unless a negative test result is returned for the retest.
7. The RN who tests positive for drugs or alcohol will be reported to the State Board of Nursing and RN monitoring program (Washington State Professional Serves) as required under WAC 246-840-730, Mandatory Reporting. The RN will be given information about self-reporting to the Washington State Professional Services program. If the nurse enters the Program, the employer will work with the Program’s work plan to assist the RN in recovery and successful return to the workplace.

8. In the event of confirmed positive tests results, RNs participating in the monitoring program will be offered medical leave with access to the extended illness bank and PTO.

9. Privacy & Confidentiality: Information regarding the nature of the substance abuse and related problems will be maintained with the strictest confidentiality. Written records will not become part of the RN’s personnel file but will be stored separately to protect the privacy of the nurse.

Dated this 16th day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By
Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By
Vince Oliver, Chief Executive Officer
ISLAND HOSPITAL - WSNA
LETTER OF UNDERSTANDING

1. The Hospital and WSNA agree that the Birth Center and Emergency Department are “closed units”.

2. The parties agree that the desired method of staffing the ICU is through the use of core, “primary” ICU nurses, and that the use of Acute Care nurses cross-trained as “seconds” in the ICU should be minimal. In the event that the utilization of cross-trained Acute Care nurses is necessary, it shall be by an equitable rotation for the purposes of floating into the ICU or being scheduled in the ICU. A rotation list shall be maintained in the Acute Care Unit.

Dated this 11th day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By
Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By
Vince Oliver, Chief Executive Officer
ISLAND HOSPITAL – WSNA
MEMORANDUM OF UNDERSTANDING
HOME HEALTH - OVERTIME

Island Hospital and the Washington State Nurses Association hereby agree that for nurses working at Island Hospital in the Home Health Department, the provisions of Section 7.2, Definition of Overtime, and Section 7.2.1, Innovative Schedules & Overtime, shall not apply for the purpose of defining or applying overtime rights. Instead, only time worked in excess of forty (40) hours in a work week shall be considered overtime. All overtime must be properly authorized by the Employer.

Dated this 16 day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By [Signature]
Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By [Signature]
Vince Oliver, Chief Executive Officer
ISLAND HOSPITAL - WSNA
MEMORANDUM OF UNDERSTANDING
SUCCESSOR - HOLD HARMLESS

Regarding Section 20.4, Successor, of the Collective Bargaining Agreement, the Association will not seek a remedy from Island Hospital (or Skagit County Public Hospital District No. 2) in the event a successor employer breaches Section 20.4. The Association will only seek remedies of such a breach against the successor employer.

AGREED this 16th day of March, 2015.

Skagit County Public Hospital District No. 2 (d/b/a ISLAND HOSPITAL)  WASHINGTON STATE NURSES ASSOCIATION:

By Vincent C. Oliver, Chief Executive Officer   By Laura Anderson, WSNA General Counsel
ISLAND HOSPITAL – WSNA
MEMORANDUM OF UNDERSTANDING
REST BETWEEN SHIFTS STUDY COMMITTEE

Island Hospital ("Hospital") and the Washington State Nurses Association ("Association") agree that:

The Hospital and the Association shall create a sub-committee [three (3) representatives designated by the Hospital and three (3) bargaining unit representatives designated by the Association] to meet on the subject of rest between shifts for Registered Nurses in the Hospital’s Surgical Department. This sub-committee shall make a report to the parties’ Conference Committee no later than August 31, 2015, on a recommended pilot program to address this subject.

Dated this 16th day of March, 2015.

WASHINGTON STATE NURSES ASSOCIATION

By /s/ Laura Anderson
Laura Anderson, WSNA General Counsel

ISLAND HOSPITAL

By /s/ Vince Oliver
Vince Oliver, Chief Executive Officer