EMPLOYMENT AGREEMENT

Between

Lewis County Hospital District No. 1 - RNs

and the

WASHINGTON STATE NURSES ASSOCIATION

March 1, 2014 - February 28, 2017
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EMPLOYMENT AGREEMENT

By and Between

Lewis County Hospital District No. 1
Morton, Washington

and the

WASHINGTON STATE NURSES ASSOCIATION

This Agreement, reached through voluntary negotiations, is made and entered into by and between Lewis County Hospital District No. 1 (hereinafter referred to as the "Employer") and the Washington State Nurses Association (hereinafter referred to as the "Association") representing registered general duty nurses employed by the Employer, and is the sole existing employment agreement covering the bargaining unit set forth below in Article 1.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all registered general staff nurses working in any facility owned, operated or leased by the Employer.

ARTICLE 2 - MEMBERSHIP

2.1 Membership. All nurses who are covered by this Agreement or who are hired after the date of this Agreement shall, as a condition of employment, within thirty (30) calendar days after the date of this Agreement or within thirty (30) calendar days after date of hire, whichever occurs last, become and remain members of the Association. Nurses who fail to comply with this requirement shall be discharged upon written request of the Employer by the Association, and such discharge shall be deemed for just cause. Nurses who choose not to join the Association or pay an agency fee based on a bona fide religious preference shall pay the same amount of money to a non-religious charity. The Association will accept the receipts as Association dues.

2.2 The Association shall send all new employees a letter explaining their obligations under this Article no sooner than thirty-one (31) days after the employees' initial date of employment. The employee will be given fifteen (15) days from the date of receipt of such notice to fill out and return the required forms. If that notice is not timely responded to, the Association shall send a second notice giving the employee notice that if they do not comply within fifteen (15) days of the receipt of the second notice, the Association shall ask the Employer to terminate their employment. Copies of both notices shall be sent to the Employer.

Employees who fail to remain current in their obligation under this Article shall be given a notice that they must become current or make arrangements satisfactory to the Association within 15 days of the receipt of such notice or the Association will request the Employer to terminate their employment. A copy of this notice shall be sent to the Employer.
The Association agrees to advise all employees as to its policies regarding hardship, leaves of absence, and inactive status as those policies relate to employees' financial obligations under this Article.

2.3 It is specifically agreed that the District assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the District harmless from any claims, actions, or proceedings by any employee arising from deductions made hereunder by the District.

ARTICLE 3 - ASSOCIATION REPRESENTATIVES

3.1 Access to Premises. The Association's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance, only after notifying the Superintendent or his/her designee. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Local Unit Chairperson(s). The Association shall have the right to select a local unit chairperson(s) from among employees in the unit. The local unit chairperson(s) shall not be recognized by the employer until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the employer, the investigation of grievances and other Association business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.3 Bulletin Boards. The employer shall furnish a bulletin board in a prominent place, as agreed upon between the Local Unit Chairperson and the Superintendent or his/her designee, for the use of the local unit. All materials posted on the bulletin board must, prior to the posting, be approved by the Superintendent or his/her designee and signed by a designated local unit representative.

3.4 Bargaining Unit Roster. Twice a year (in the months of January and July) the Employer shall provide the Association with a list of those nurses covered by this Agreement on a computer disk or by e-mail. This list will contain each employee’s name, home address, home telephone number, employee identification number, work status (full-time, part-time or on-call), FTE, rate of pay and date of hire. On the first day of each month, the Employer shall provide the Association with a list of all employees covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month on a computer disk or by e-mail. The list shall contain each employee’s name, home address, home telephone number, employee identification number, work status (full-time, part-time or on-call), FTE, rate of pay and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month. The Association agrees not to allow these lists to be used as part of a commercial mailing list.

3.5 Contract. The Employer shall distribute a copy of this Agreement, which shall be furnished by the Association, to each nurse presently employed and to all newly hired nurses. A
cover letter, membership application and return envelope supplied by the Association will be attached to the Agreement.

3.6 Newly Hired Nurses. The Employer will provide paid time for the Local Unit Chairperson or designee to introduce WSNA to the newly hired nurse. The paid time shall not result in overtime and shall not interrupt patient care. The fifteen (15) minute introduction shall take place during regularly scheduled hours.

ARTICLE 4 - DEFINITIONS

4.1 General Duty Staff Nurse.

4.1.1 A registered nurse employed by the Employer who is responsible for the direct and/or indirect nursing care of the patient.

4.1.2 An experienced registered nurse, returning to practice, who has recently completed a nursing refresher course approved by the Employer shall be classified as a general duty staff nurse for starting salary purposes.

4.2 Preceptor. A RN who is responsible for the clinical experience of an employee working toward a degree from an external RN degree program. The Employer shall schedule the preceptor and the employee to work the same shift on a side-by-side basis during the life of the preceptorship.

4.2.1 Preceptor for New Graduates/Newly Hired Nurses. A RN who is assigned to the guidance and development of a new graduate/newly hired nurse.

4.3 Full-Time Employee. An employee who is regularly scheduled to work eighty (80) hours in a fourteen (14) day period. A full-time employee is eligible for all applicable benefits as set forth in this Agreement upon successful completion of the probationary period. A thirty-six (36) hour week shall be considered full-time for nurses who are regularly scheduled to work three (3) twelve-hour shifts per week for purposes of benefits only.

4.4 Part-Time Employee. Any employee who is regularly scheduled to work less than forty (40) hours in a seven (7) day period, but averages twenty-two (22) hours per week, and who has successfully completed the probationary period. Unless otherwise provided for herein, a part-time employee shall be compensated in the same manner as a full-time employee except that benefits shall be prorated according to the number of hours worked. In lieu of all fringe benefits including pension, except for shift differential, call-back pay, holiday premium, standby pay, and longevity increments, a part-time employee may elect a fifteen percent (15%) wage differential. The election must occur within the first 60 days of employment or within 60 days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, or annually on the employee's anniversary date of employment, providing enrollment is approved by the carrier. Employees will be given advance notice of such dates. Thereafter no change in fringe benefit compensation shall be granted during the term of this Agreement.

4.5 Casual Part-Time Nurse. An employee working an unspecified, irregular, limited duration or call-in schedule and directly compensated by the Employer, excluding persons
performing services under a professional service contract. The District will reasonably attempt on a good faith basis to schedule casual part-time employees after regular full and part-time employees are scheduled for their assigned FTE. Casual part-time employees shall be compensated at fifteen percent (15%) above their regular rate of pay in lieu of all fringe benefits including pension, except shift differential, standby pay, call-back pay, and holiday premium pay. Such employees shall be paid in accordance with the wage schedule set forth in Article 9 of this Agreement. Casual part-time employees shall be paid at one and one-half (1 1/2) times the regular casual part-time rate for all time worked in excess of the normal work period as defined in Article 8, Section 8.2. A full-time or part-time employee who changes to casual part-time status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on casual part-time status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Casual part-time nurses must be available to work two shifts per month.

4.6 **Probationary Employee.** An employee who has been hired by the employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than 90 calendar days. After 90 calendar days of continuous employment, the employee shall be designated a full-time or regular part-time or casual part-time employee. During the probationary period, a nurse may be terminated without notice or cause and without recourse to the grievance procedure.

4.7 **Charge Nurse.** A Registered Nurse designated by the Director of Nursing Service (DNS) who is responsible for a nursing unit for a specific shift.

**ARTICLE 5 - EMPLOYMENT PRACTICES**

5.1 **Notice of Resignation.** Permanent employees shall be required to give notice of termination, when practical, by the 15th day of the month preceding the month of their termination. Permanent employees shall be required to give at least 14 days' written notice of intended resignation where practicable.

5.2 **Discipline and Discharge.** No full-time or part-time employee shall be disciplined or discharged except for just cause. The provisions of this section shall not apply to casual part-time employees. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. When progressive disciplinary action is necessary, the disciplinary procedure will consist of the following steps:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Dismissal

An employee may request the attendance of an Association representative at scheduled disciplinary meetings as provided for and limited by law.
5.3 **Personnel File.** Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, personnel action requests, licensure and training records, letters of commendation and recognition, and records of disciplinary action. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. All disciplinary notices shall be removed from the employee's personnel file after 18 months if there are no further disciplinary notices of any kind during that period. This provision shall not apply to any documents relating to a disciplinary suspension. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift, and leaves of absence shall be in writing with a copy given to the employee. By appointment, employees may inspect their personnel records with the Personnel Director, or designee, in attendance.

5.4 **Travel.** An employee who in accordance with the Employer policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Employer, unless by mutual agreement in writing between the nurse and District administration stated specifically and in advance that other arrangements have been made. If the return trip to the District is not to be by the ambulance, etc. in which the employee traveled with the patient, the employee's return trip transportation expenses shall be reimbursed during the payroll period after receipts are provided.

5.5 **Floating.** Employees shall not be assigned duties to which they have not been oriented, except in the case of an emergency or unless the employee voluntarily agrees to accept the assignment. Employees shall not be required to perform tasks or procedures for which they have not been trained or oriented.

5.6 **Job Openings.** When a permanent job opening occurs within the District, or within a classification covered by this Agreement, length of service shall be the determining factor in filling such vacancy providing skill, knowledge and ability are not overriding factors in the opinion of the Administrator. Notice of such vacancies shall be posted for five consecutive days before the job opening is filled. All postings shall also be posted concurrently on the Employer’s web page. If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. In no event shall the transfer be made later than 60 days. To be considered for such job openings, or transfers within a unit, an employee must indicate such interest to the Administrator or his/her designee in writing. All applicants will be responded to in writing.

5.7 **Additional Hours.** Part-time employees desiring additional hours up to full-time shall notify the Director of Nursing in writing. Insofar as is practical, the Employer shall utilize qualified part-time employees before scheduling casual part-time and/or new hires. The Employer will make a good faith effort to utilize nurses employed by the Employer prior to hiring Agency employees.

5.8 **Evaluations.** The Employer shall maintain a yearly performance evaluation.
5.9 Monthly Work Schedule.

5.9.1 Employee shifts may be rotated as necessary to maintain skill levels, to fairly distribute available hours and to equalize workloads. Shift rotations shall not occur more frequently than every 30 days, without the employee's approval.

5.9.2 Monthly work schedules shall be posted no later than the fifteenth (15th) day of each month and shall become effective on the first (1st) day of the following month. Employee special requests must be received by the Director of Nursing Services or his/her designee by the fifth (5th) day of the month preceding the new schedule. Employees with a special request after that date will be required to find their own coverage, which must not result in overtime or premium pay and which must be approved by the Director of Nursing Services or his/her designee. The Hospital will reasonably try to maintain nurses’ scheduling patterns (days off/days on) from schedule to schedule. The Hospital shall take into account the nurse’s seniority, but skills and abilities shall take precedence.

ARTICLE 6 - STAFF DEVELOPMENT

6.1 Orientation. Orientation programs shall be instituted and maintained by the Employer.

6.1.1 The objectives of orientation shall be:

a. to familiarize new employees with the objectives and philosophy of the Employer and nursing service;

b. to orient new nurses to policies and procedures, their functions and responsibilities as defined in job descriptions;

c. to orient currently employed employees to the tasks and procedures of the area to which they have been transferred or assigned duties.

6.1.2 Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. Nurses shall receive adequate orientation necessary to perform their assigned duties. Nurses shall receive orientation for a period of time suitable to the nurse's skills and abilities as determined between the nurse and Director of Nursing Service. Orientation shall be appropriate for discussion at Conference Committee meetings.

6.2 Inservice Education. Inservice education programs shall be instituted and maintained by the Employer consistent with budgetary limitations and other priorities. Programs shall be posted in advance. The posting shall indicate if employee attendance is mandatory. Mandatory inservice education programs shall be made available to all shifts. Attendance will be documented. However, if a nurse is scheduled to work on a mandatory in-service training day, lack of attendance will not be documented.

6.2.1 The objectives of inservice shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and
nurse care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends.

6.2.2 The functions of inservice education shall be:

a. to promote the safe and intelligent care of the patient;
b. to develop staff potential;
c. to create an environment that stimulates learning, creativity, and personal satisfaction.

6.2.3 Topics to be offered will be determined by discussions between employees and the Director of Nursing Services.

6.3 Education Leave.

6.3.1 Unpaid Education Leave. After one year of continuous employment, permission may be granted for leave of absence without pay for job related study without loss of accrued benefits, provided such leave does not jeopardize District service.

6.3.2 Paid Education Leave. Full-time and part-time employees shall be allowed up to twelve (12) hours at their base rate in addition to the cost of tuition, mileage, meals and lodging to attend an educational offering. Such allowance will be subject to budgetary considerations and priorities, scheduling requirements of the Employer, and approval of the Director of Nursing Service and the Superintendent. Educational offerings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, including college/university course work, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. The Director of Nursing Services shall determine whether any college/university course work meets the above-stated conditions. Prerequisite classes (e.g., English, math, anatomy and physiology, psychology and sociology) for a nursing program will not be approved; but, once a nurse is accepted into the nursing program, all nursing core classes would be approved for that nurse. Every reasonable attempt shall be made to equally distribute this benefit among all eligible employees.

6.3.3 Renewal. No leave of absence shall be granted for longer than one (1) year. A leave of absence must be renewed after six months.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall mean a nurse's continuous length of service as a registered nurse based upon hire date with the Employer from most recent date of hire. Seniority benefits shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.
7.1.1 LPNs who are presently employed at the District and who become RNs shall for
the purpose of benefits maintain their total accrued District seniority. Their bargaining
unit seniority for all other purposes shall begin when they become RNs.

7.2 Layoff. When it becomes necessary for the Employer to permanently reduce its work
force, the Employer shall give as much notice as is practical. In cases of such anticipated
layoffs, written notice of layoff or pay in lieu thereof will be given to affected nurses, the local
unit chairperson and the Association 30 days before such action is to become effective; except in
cases of urgent circumstances. Notice of layoff need not be given to employees who are
employed in a probationary status. Layoffs in connection with the reduction of the work force
shall be governed by length of service, together with skill and ability in a specific area. Where
skill and ability are equal as determined by the Employer, length of service shall prevail. The
following order of layoff shall be followed by the Employer:

1. Agency Nurses and/or Travelers
2. Probationary employees.
3. Regularly scheduled employees by length of service.

Casual part-time employees will not be scheduled if there are regularly scheduled employees or
probationary employees who have been laid off and are willing to be recalled to work in
accordance with sections 7.3 and 7.4.

7.2.1 Any involuntary prolonged change from full-time status to part-time status or
casual part-time status, or from part-time status to casual part-time status will be treated
as a layoff. A reduction in scheduled hours of sixty hours or more in a twenty-four (24)
month period shall be considered a change in status.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period
of 12 months from date of layoff. When a vacancy occurs, employees will be reinstated in the
reverse order of layoff, providing skill, competence, and ability are considered equal in the
opinion of the Employer. Any recall of employees out of seniority will be communicated in
writing to the local unit chairperson, and the Association.

7.4 Termination. Seniority shall cease upon termination of employment; for example,
discharge, resignation, retirement, failure to return to work on a timely basis from approved
leave of absence, refusal to accept a comparable job opening offered by the Employer while on
layoff status, or after 12 consecutive months of layoff. Employees on layoff shall be responsible
for maintaining current addresses and telephone numbers with the Employer. Failure to comply
with the notification and reporting requirements contained herein shall result in termination.

7.5 Low Census. During periods of low census, an employee's regularly scheduled hours
may be reduced. Such reduction of hours shall not reduce seniority or accrued benefits. During
periods of low census, the Charge Nurse, when so designated by the DNS, will evaluate the
acuity of patient care and determine if low census should occur by qualification or by seniority.

The Employer will first ask for volunteers to take time off before determining and implementing
the reduced staffing schedule required. The Employer will make a good faith effort to offer the
low census in order of seniority if all scheduled nurses are equally qualified. If all scheduled
nurses are equally qualified, the most senior nurse will be offered low census first. In the event there are no volunteers, the Employer will rotate low census equitably among all nurses with agency, casual part-time nurses and nurses working above their authorized FTE being scheduled off first. In order to determine that low census is being rotated equitably among all nurses according to the above, the Charge Nurse will keep a log/record of all low census hours in the Low Census Log. The log shall include the date, shift, position and reason for the low census.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. Consistent with the past practice of the Hospital, the normal work day shall consist of eight hours' work to be completed within eight and one-half consecutive hours.

8.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period. Employees are not guaranteed any number of hours per day or per week. Both full and part-time employees agree to work two (2) weekends per month.

8.3 Other Work Schedules. When mutually agreeable to the Employer and the individual employee, a ten (10) hour shift, twelve (12) hour shift or other innovative work schedule providing up to forty hours in a regularly recurring seven (7) day period may be established. Innovative work schedules will be discussed in Conference Committee prior to implementation. This agreement is subject to change by either the Employer or the employee after issuing a written notice four (4) weeks prior to the next scheduled work period. In the event of an emergency or high census, the Employer may modify the established schedules. Nurses shall not be required to work 12-hour shifts for more than three (3) consecutive days.

8.4 Overtime. For purposes of computing overtime, the employee's straight time hourly rate of pay shall include shift differential and all applicable hourly premiums. Only time actually worked shall be used to compute overtime. There shall be no pyramiding of overtime.

8.4.1 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly straight time rate of pay for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours in a consecutive seven (7) day work period. Overtime shall be paid at the rate of two times (2x) the employee's hourly straight time rate of pay for all hours in excess of twelve (12) hours per day.

8.4.2 If the employee is working a schedule authorized by Section 8.3, the employee shall be compensated at one and one-half (1 1/2) times the straight time rate of pay for hours worked in excess of the regularly scheduled hours and overtime after forty (40) hours within a seven (7) day period. For all time beyond two (2) hours after the end of such employee's scheduled shift, such employee shall be compensated at two times (2x) the employee's hourly straight time rate of pay for such time worked.

8.5 Overtime Approval. When reasonably possible, all overtime must be approved in advance by the Director of Nursing Services or his/her designee. The Employer and the Association agree that overtime should be minimized. Overtime shall be considered in effect if 15 minutes or more are worked after the end of the scheduled shift. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate
of one and one half (1-1/2) the regular rate which would result in compensation exceeding one and one-half (1-1/2) for the same hours worked.

8.6 Rest Periods. All employees shall be allowed a paid rest period of 15 minutes for each four (4) hour work period.

8.7 Weekends. The Employer shall attempt to schedule full-time and part-time employees for two weekends off out of each four successive weekends if reasonably possible. For day and evening shifts the weekend will be defined as Saturday and Sunday. For night shift, the weekend will be defined as Friday and Saturday.

8.7.1 Nurses who have worked for Morton General Hospital for more than thirty (30) years shall not be required to work any weekend unless the Hospital is unable to find another nurse who is willing to work on the weekend.

8.8 Report Pay. Nurses who report for work as scheduled and are sent home because of low census shall be given two (2) hours pay unless the Employer has attempted to contact the nurse at least two hours prior to the start of the shift.

ARTICLE 9 - COMPENSATION

9.1 Method of Payment. Employees shall be paid on a cash basis. Non-cash prerequisites shall not be offered in lieu of any part of the required cash payments.

9.2 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the following: The basic minimum rates of pay shall be as follows, effective on the date indicated.

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<th>03/01/2013 Schedule with added steps</th>
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29 Years $ 46.99 $ 47.68 $ 48.16 $ 48.88 $ 49.61
30 Years $ 46.99 $ 48.28 $ 48.76 $ 49.49 $ 50.24

9.3 Recognition of Experience. Nurses hired during the term of this Agreement shall receive full year-for-year credit for all continuous recent experience as RNs and be placed at the corresponding wage step for all such experience.

LPNs who have worked at Morton General Hospital for at least three years and who complete training to become a RN shall be credited with one year of qualifying experience for every three years of LPN experience worked at Morton General Hospital.

For purposes of this Section, recent nursing experience shall be defined as relevant clinical nursing experience as determined in the sole discretion of the Director of Nursing Services or his/her designee.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Premium for the evening shift shall be two dollars and fifty cents ($2.50) per hour. Premium for the night shift shall be four dollars ($4.00) per hour.

10.2 Standby/Callback. Employees placed on standby status off District premises shall be compensated at the rate of three dollars and fifty cents ($3.50) per hour. In addition, employees placed on low census and placed on standby will be allowed to use PTO to compensate for lost scheduled hours. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits. Standby employees shall be available by phone and shall report to work within 30 minutes of notification. Standby pay ends when an employee reports to work and does not resume until the person is finished and off District premises. When called in the nurse will receive double time his/her regular rate of pay for a minimum of two (2) hours. Hours beyond two (2) hours will be paid at the regular rate of pay unless the nurse is in overtime due to other hours worked when:

(1) A nurse is on standby call and/or has been sent home due to low census and is required to report for duty; or

(2) A nurse is called back to work within twelve (12) hours after completion of the nurse’s regular work day; or

(3) A nurse is called in early for a scheduled shift

10.3 Rest Between Shifts. Unless performing standby duty, each nurse, except those who have agreed to work and are working twelve (12) hour regularly scheduled shifts, shall have an unbroken rest period of at least twelve (12) hours between shifts. Each nurse who has agreed to work and is working a regularly scheduled twelve (12) hour shift shall have an unbroken rest
period of at least ten (10) hours between shifts. Any time worked without the required rest shall 
be paid at the premium rate of time and one-half the regular rate of pay.

10.4 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars 
and twenty-five cents ($3.25) per hour for each hour worked on the weekend in addition to the 
nurse’s regular rate of pay. For employees on the day shift, weekends shall be defined as 
beginning at 6:00 a.m. on Saturday and ending at 6:00 a.m. on the following Monday. For 
employees on the night shift, weekends shall be defined as beginning at 6:00 p.m. on Friday and 
ending at 6:00 p.m. on the following Sunday.

10.5 Preceptor Pay. A nurse who is assigned as a preceptor shall receive one dollar and fifty 
cents ($1.50) per hour for each hour worked in addition to the nurse’s regular rate of pay.

10.6 Specialty Premium. Nurses who are competent to work in the ICU, ER, OR, or OB shall 
receive a fifty cents ($.50) per hour premium for each competency whenever the nurse works in 
any of the above areas. For example, if a nurse is competent to work in the ICU, ER, OR and 
OB, he or she shall receive a one dollar and fifty cents ($1.50) per hour premium for all time 
worked in the ICU, ER, OR or OB. To receive such premiums, Nurses must be willing to work 
in any area in which they are competent on a scheduled shift.

10.7 Charge Nurse Premium. Nurses who agree to be designated as charge nurse shall 
receive a premium of two dollars and fifty cents ($2.50) per hour for all hours worked as charge 
nurse.

10.8 Certification Premium. Nurses who are certified in a nationally recognized specialty in 
which the Employer provides such services in the Hospital shall be paid a premium of one dollar 
($1.00) per hour for the first certification and fifty cents ($0.50) for all additional certifications 
for all paid hours. Nurses receiving a certification premium are not eligible to receive a specialty 
premium in the same specialty area.

10.9 Instructor Pay. Any nurse who conducts a training, class or inservice shall receive his 
or her regular rate of pay including any shift differential or certification premium the nurse 
would have received on his or her regularly scheduled shift regardless of the time of day of the 
training, class or inservice. Such nurse shall be paid for the actual length of the training, class or 
inservice or for the length of his or her regularly scheduled shift, whichever is greater.

ARTICLE 11 - PAID TIME OFF (PTO) POLICY

11.1 Purpose: To provide employees flexibility in planning for and taking discretionary time 
off as well as determining the amount of time available for unscheduled time off. Employees, to 
the extent it is reasonably possible, shall plan ahead to avoid problems of coverage and patient 
care.

11.2 Applicability: This policy only applies to employees classified full and part-time. 
Employees begin to accrue PTO hours on their first paid day of employment and may use 
approved PTO hours after 90 continuous calendar days of employment for vacation or illness. 
The use of PTO hours is subject to the operational requirements of the District and to patient care
needs. PTO hours may not be used in advance of being earned and. PTO hours may be used if employees are relieved of duties due to low census.

11.3 Policy: PTO hours shall combine paid time off for vacation, holiday, sick leave and other unscheduled absences. PTO hours exclude jury duty, active military duty obligations and bereavement leave for immediate family members.

PTO hours may be used to care for the employee's children under age 18 when a health condition requires supervision or treatment and for children 18 years of age or older who are incapable of self-care because of a physical or mental disability and to care for the employee's spouse, child, parent, or grandparent or parent-in-law with a serious medical condition. PTO hours may also be used to care for other family members according to state law. The Employer may require that the employee provide certification as to the nature of the serious medical condition. PTO hours are allocated to two categories:

11.3.1 Pre-approved PTO - PTO hours for vacation and holidays must be requested and approved no later than the 15th day of the month preceding the month in which the planned time off is to be taken. In instances where more than one person has requested a particular day or days off and management determines that staffing needs would not allow both employees to be off on the same day or days, priority shall be given to the employee who first submitted the PTO request. In the event that two or more employees submit their requests on the same day, management will approve the most senior nurse’s request. Nothing in this article prohibits management and the nurses affected from reaching an otherwise mutually agreeable arrangement.

11.3.2 PTO for illness or injury - Employees must notify their supervisor at least two hours in advance of the employee's scheduled shift if the employee is unable to report for work as scheduled. Failure to comply with these notification requirements may result in the denial of the employee's use of PTO hours for that day. Abuse of unscheduled PTO hours may be cause for discipline.

11.4 Compensation on Holidays:

11.4.1 The following days shall be considered holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Christmas Eve

11.4.2 Employees who are required to work on a holiday shall be paid at one and one-half times their regular straight hourly rate for all hours actually worked. Employees who work on a holiday may claim PTO hours up to the length of the scheduled shift. A holiday will begin at 12:01 a.m. and end at midnight on the day of the legal holiday. All overtime on a holiday shall be paid at double time (2x).

11.4.3 Casual part-time employees shall be paid two times their straight time hourly wages for all hours actually worked.
11.4.4 Major Holidays. Major Holidays are as defined as Thanksgiving, Christmas Eve and Christmas day. Major holidays shall be equitably rotated.

11.5 Procedure: Employees will accrue PTO hours based on total years of service with the District and their accrual rate will increase to the next level based upon the following schedule.

PTO ACCRUAL RATE SCHEDULE

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<td>6-12 Years</td>
<td>.1077 hr.</td>
<td>28 days/224 hours</td>
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<td>.1270 hr.</td>
<td>33 days/264 hours</td>
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<tr>
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PTO may only be accrued up to a maximum of 360 hours. Employees may carry over 100 percent of the PTO hours earned in one year to the next year. Current PTO balance shall be printed on each biweekly paycheck stub.

11.6 PTO Cash-Out: After one year of continuous employment employees may cash-out up to a maximum of 80 hours in total of PTO January through December. Requests cannot be submitted more than twice a year. On termination of employment employee shall be paid all accrued, but unused PTO hours, provided they have given the notice required by Article 5, Section 5.1.

ARTICLE 12 - EXTENDED ILLNESS LEAVE

12.1 Purpose: To provide wage continuation insurance in the event of an extended illness or injury.

12.2 EIL Accrual Rate Schedule:

<table>
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</tr>
</thead>
<tbody>
<tr>
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<td>.0154</td>
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EIL is accrued according to actual hours worked. Full-time employees shall accrue 1.23 hours each two week pay period. Part-time employees shall accrue EIL based upon the hours actually worked each two week pay period. Casual part-time employees do not accumulate EIL benefits.

12.3 Usage: The first two (2) consecutive shifts of an employee's absence for each occurrence shall be deducted from the employee's accrued PTO hours after which EIL may be used. EIL may be used following two (2) consecutive shifts of consecutive illness when an employee must care for dependent children and other family members in accordance with state law. A doctor's certificate may be required as proof of illness before payment of EIL hours. If employee or an immediate family member is hospitalized employees may access EIL hours immediately.
12.4 **Cash Out:** EIL hours shall not be cashed out under any circumstances.

**ARTICLE 13 - MEDICAL AND INSURANCE BENEFITS**

13.1 **Medical, Dental and Insurance.** Regular full-time employees and regular part-time employees are eligible for medical, dental and vision insurance benefits. Any increases in premiums after July 1, 2011, shall be borne equally by the Employer and the employee through payroll deduction. Participation in medical and dental benefits shall be subject to the enrollment and eligibility requirements of the specific plan. See Addendum A for premium contributions.

13.1.1 Should the Employer change plans, the Employer shall notify the Association 45 days prior to implementation and meet with the Association upon request.

13.1.2 At least one registered nurse and one licensed practical nurse shall participate in reviewing the annual bids for employee medical insurance.

13.2 **Health Tests.** Health tests shall be done at the time of employment and/or annually as required by the Health Department.

13.3 **Other Insurance.** The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.4 **Retirement Plan.** The Employer agrees to participate in a 403(b) pension plan or a substantially equivalent plan. Employees are able to participate in the savings portion of the plan with pre-tax dollars. The employer will match employee contributions on a graduated percentage basis until a maximum of six percent (6%) is reached, depending on the employees’ years of service with the District. (See Table). Employees are one hundred percent (100%) vested with all contributions. In addition, the Employer, at its discretion, may make additional contributions to the Plan.

### Graded Match Information

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13.5 **Current Part-Time and Casual Part-Time Nurse.** Any part-time employees or casual part-time employees employed as of the effective date of this Agreement who meet the pension plan eligibility requirements shall continue to be eligible for such benefits notwithstanding the inclusion of the words “including pension” in Section 4.4 - **Part-Time Employee** and Section 4.5 - **Casual Part-Time Nurse.**
ARTICLE 14 - LEAVES OF ABSENCE

14.1 General. After one year of continuous service, an employee may request a LOA. The request is to be made to 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 LOA, including conditions upon which the Employee will return, shall be given by the Employer within thirty (30) days. No LOA shall be granted for longer than six months. Under extenuating circumstances additional leave may be granted for up to one year so that the total sequential leave of absence shall not exceed one year.

14.2 Leave with Pay. Leave with pay shall not alter an Employee's anniversary date of employment, seniority, or accrued benefits. Employees will continue to accrue benefits during the period of paid leave.

14.2.1 Pregnancy Leave. Employees may use accrued and unused Extended Illness Leave for periods of certifiable pregnancy disability. Employees may use accrued and unused PTO and/or EIL for periods of temporary pregnancy disability.

14.2.2 Military Leave. All employees will be allowed time off with pay for active training in the United States Armed Forces or Washington National Guard, in accordance with RCW 38.40.060.

14.2.3 Bereavement Leave. Emergency leave of up to three days with pay shall be granted for death in the immediate family. In addition, regular full-time employees with six or more months continuous service may use up to 40 hours accrued and unused PTO in the event of death in the Employee's immediate family. For the purpose of this section, "immediate family" shall be defined as spouse, child, grandchild, foster child, grandparent, parent, parent-in-law, brother, brother-in-law, sister, and sister-in-law.

14.2.4 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the District will be given unpaid release time.

14.3 Leave Without Pay. Leave of absence without pay may be granted regularly scheduled full and part-time employees for any reasons applicable to leave with pay: medical, personal, or military. Employees on leave without pay shall not accrue seniority or benefits, but shall not lose accrued seniority or benefits. Employees will be responsible for completing forms and paying premiums in advance to continue their insurance benefits.

14.3.1 Leaves of not more than thirty (30) days will not affect the employee's salary increase or evaluation dates.

14.3.2 Leaves of more than thirty (30) days within an anniversary year will result in the employee's anniversary date of employment being adjusted to reflect the period of leave.
14.3.3 For LOA of 30 days the employee shall be returned to the same classification or position occupied before the leave.

14.3.4 For LOA exceeding 30 days the employee shall be offered the first vacant position for which the employee is qualified.

14.3.5 After one year of continuous employment, leave without pay shall be granted upon request of the employee for a period up to six months for parenting purposes, without loss of benefits accrued to the date such leave commences.

14.4 Disability Leave. Employees on long-term disability leave shall not accrue seniority or benefits.

14.5 Family and Medical Leave. The Employer will comply with all state and federal laws and regulations regarding family and medical leave. Violations of this provision will not be subject to the grievance procedure.

ARTICLE 15 - CONFERENCE COMMITTEE

The Employer, jointly with elected representatives of the employees subject to this Agreement, shall establish a conference committee to assist in the interpretation and application of the terms of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall participate in the development of hospital personnel policies and procedures. The purpose of the conference committee shall be to foster improved communications established on a permanent basis and shall consist of two representatives of the Employer and two representatives of the bargaining unit. One of the Employer representatives shall be the Director of Nursing Service. The Employer shall be given the names of the two representatives of the bargaining unit within 30 days after the signing of this Agreement. Representatives on the conference committee may request meetings of the committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel. Minutes of these meetings shall be taken and distributed to members of the Committee within five (5) working days and be posted in the Nurse’s break room.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises, 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. Time limits are considered to be exclusive of weekends and holidays. The Association may file a grievance with respect to an alleged breach of the terms and conditions of this Agreement. Individual employees may not file grievances on behalf of other employees.

16.2 Step One. Employee, Local Unit Chairperson, and Director of Nursing or his/her Designee. The employee shall first attempt to resolve the problem with the Director of Nursing or his/her designee, and in no event later than 14 days after the employee's actual knowledge, or when the employee should reasonably have had knowledge, that a grievance exists. The Director
of Nursing Service or his/her designee shall issue a written reply within fourteen (14) days following receipt of the grievance.

16.3 Step Two. Administrator and Association Representative. If the matter is not resolved at Step One to the employee's satisfaction, within five days of receipt of the Director of Nursing Services' decision, the grievance shall be referred in writing to the Administrator (and/or designated representative) and the Association Representative. The Administrator, Association Representative, grievant, and local unit chairperson or designee shall meet within 14 days for the purpose of resolving the grievance. The Administrator shall issue a written decision within 14 days following the grievance meeting.

16.4 Step Three. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Association may submit the issue in writing to arbitration within ten working days after receipt of the Administrator's written decision. Within five working days of notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an arbitrator. If the Employer and the Association fail to agree on an arbitrator, a list of 11 arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereafter alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party. The arbitrator shall rule only on the issue to be arbitrated and shall not have the authority to amend any portions of this Agreement.

ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

17.1 Employer Responsibilities. The Employer, through its governing body, has the trusted obligation to provide certain medical and treatment services, and related health care within the community. Additionally, the Employer strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

17.2 Employer Rights. In order to carry out this trusted obligation, the Employer reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote, suspend, dismiss, assign and reassign, supervise and discipline nurses; to determine hours of employment; to transfer nurses within and between departments; to formulate and modify job classifications and job evaluations; to determine and establish, change, modify, and abolish its policies, practices, rules, and regulations; to determine, modify, and change methods and means by which Employer operations are to be carried on; to determine the appropriate duties of nurses in meeting those needs and requirements; and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.
ARTICLE 18 - NO STRIKE CLAUSE

18.1 During the term of this Agreement, there shall be no strikes, stoppages of work by the nurses, mass sick leaves, or slowdowns. Nothing contained in this Agreement is to be construed to grant any employee the right to strike or refuse to work for any reason.

18.2 There shall be no lockout of the employees by the Employer during the life of this Agreement.

ARTICLE 19 - SEPARABILITY

All agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, all other provisions of this Agreement shall continue in full force and effect. As to any provision which is in contravention of law, the Employer and the Association shall enter into collective bargaining negotiations solely for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 20 - DURATION AND TERMINATION

20.1 This Agreement shall be effective March 1, 2014, and shall remain in full force and effect through February 28, 2017. This agreement may be reopened at any time upon mutual agreement of the parties. Negotiations for a successor agreement shall commence upon the written request of either party no later than sixty (60) days prior to the expiration of this Agreement.

Lewis County Hospital District No. 1

DATED this ______ day of ________.

Ron DeArth, Administrator

Washington State Nurses Association

DATED this ___th day of July ______.

Carolyn McAllister, RN-BC, CDF
Carolyn McAllister, RN Local Unit Chair

T. Moore RN CJ
Teresa Moore, RN Local Unit Secretary

C. Littlejohn, RN Local Unit Grievance Officer

J. Montoure RN CJ
Jennifer Montoure, RN

Patricia L. McClure, RN
Patricia L. McClure, RN WSNA Nurse Rep.

Michael A. Sanderson, General Counsel, WSNA

-20-
MONTHLY EMPLOYEE COST - 2014-2015 PLAN YEAR

Morton General Hospital pays a large portion of your employee premiums, and also pays a portion of your dependents' premiums. Below we have outlined the amount you would pay monthly to enroll yourself and/or dependents on our coverage.

If you enroll yourself and your family members for medical, vision and dental you pay the rates below.

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>Employee + Spouse</th>
<th>Employee + Child</th>
<th>Employee + Children</th>
<th>Employee, Spouse + Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL TIME, earning &gt; $15.83</td>
<td>$53.34</td>
<td>$371.26</td>
<td>$273.12</td>
<td>$285.80</td>
<td>$575.00</td>
</tr>
<tr>
<td>FULL TIME, earning &lt; $15.83</td>
<td>$26.68</td>
<td>$185.64</td>
<td>$136.56</td>
<td>$142.66</td>
<td>$287.50</td>
</tr>
<tr>
<td>PART TIME, earning &gt; $15.83</td>
<td>$53.34</td>
<td>$506.56</td>
<td>$427.94</td>
<td>$449.28</td>
<td>$563.10</td>
</tr>
<tr>
<td>PART TIME, earning &lt; $15.83</td>
<td>$26.68</td>
<td>$298.26</td>
<td>$219.98</td>
<td>$224.64</td>
<td>$471.54</td>
</tr>
</tbody>
</table>

If you enroll yourself for medical, vision and dental, and want to enroll your family members for dental and/or vision, you pay the rates below.

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>Employee + Spouse</th>
<th>Employee + Child</th>
<th>Employee + Children</th>
<th>Employee, Spouse + Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vision only coverage for dependents</td>
<td>$2.54</td>
<td>$2.54</td>
<td>$9.06</td>
<td>$9.06</td>
<td></td>
</tr>
<tr>
<td>Dental only coverage for dependents</td>
<td>$41.40</td>
<td>$39.50</td>
<td>$39.50</td>
<td>$79.50</td>
<td></td>
</tr>
<tr>
<td>Vision and dental coverage for dependents</td>
<td>$43.94</td>
<td>$42.04</td>
<td>$48.56</td>
<td>$88.56</td>
<td></td>
</tr>
</tbody>
</table>

If you enroll for vision and/or dental only, you pay $0 monthly. Choose one box for vision and one for dental.

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>Employee + Spouse</th>
<th>Employee + Child</th>
<th>Employee + Children</th>
<th>Employee, Spouse + Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL TIME or PART TIME for vision</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>FULL TIME or PART TIME for dental</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

IF YOU ARE COVERING YOURSELF ON MEDICAL: You will be charged an additional $20 per month if you do not participate in our biometric screening. You must have this completed by 9/1/2014.

IF YOU ARE COVERING YOUR SPOUSE ON MEDICAL: You will be charged an additional $20 per month if your spouse does not participate in our biometric screening. Your spouse must have this completed by 9/1/2014.

EMPLOYEE NAME: (Printed)  SIGNATURE:

CHANGE EFFECTIVE DATE:

STATUS:

APPROVED BY:

ENTERED BY & DATE:

REASON FOR CHANGE:

This is a brief overview. Carrier summaries/contracts shall prevail.