2012-2015

EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER
Tacoma, Washington

and

WASHINGTON STATE NURSES ASSOCIATION
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EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER
Tacoma, Washington

and

WASHINGTON STATE NURSES ASSOCIATION

PREAMBLE

This Agreement is made and entered into between St. Joseph Medical Center (hereinafter referred to as the "Employer" or the "Medical Center"), and the Washington State Nurses Association (hereinafter referred to as the "Association").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the representative for all registered nurses employed by the Employer as Staff Nurses and Admitting Nurses for the purpose of discussions and agreements with respect to rates of pay, hours of work and working conditions.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.
ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. All nurses working under this Agreement on its effective date who are then members of the Association and all nurses who become members of the Association during their employment by the Employer shall remain members for the life of the Agreement. Nurses hired on or after November 1979 may not be required to join the Association as a condition of employment but within thirty-one (31) days from the date of hire shall pay to the Association an amount of money equivalent to the regular Association dues as agency fees. Those 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. Failure to comply with this condition shall, upon the written request of the Association, result in the discharge of the nurse. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of regular dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Association until at least fourteen (14) days after the sending of the aforementioned notice.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct Association dues from the pay of each member of the Association who voluntarily executes 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 deduction. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deductions made from the wages of such nurse.

3.3 Bargaining Unit Roster. On a monthly basis, the Employer shall provide the Association, by an Excel spreadsheet attachment to email, a list of those nurses covered by this Agreement who were hired during the previous month, terminated during the previous month, or transferred into or out of the bargaining unit the previous month. This list will contain each employee's name, home address, employee identification number, last four digits of the social security number, FTE, work status (full-time, part-time, per diem), rate of pay, and date of hire. Twice a year, upon request by the Association, the Employer shall provide the Seniority Roster to the WSNA local unit chair.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association
representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Vice President, Human Resources or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Medical Center.

4.2 Local Unit Officers. The Association shall have the right to select local unit officers from among nurses in the unit. The local unit officers 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 nonworking times, and shall not interfere with the work of other employees.

4.3 Orientation. The Employer will provide the local unit chairperson with a schedule of new hire orientation dates and any changes thereto. A local unit officer or designee will be given one-half (1/2) hour on the nurse's own time to introduce the Association contract to newly employed nurses following hospital orientation. Orientation attendance shall be voluntary and on the orienting nurse's own time. A room will be scheduled in near proximity to the same room in which general RN orientation takes place.

4.4 Contract. The Employer shall distribute a copy of this Agreement to each nurse presently employed and to all newly-hired nurses during their hiring interview. Association membership applications will be attached to the Agreement. The cost of copying the Agreement shall be borne by the Association.

4.5 Bulletin Board. Space will be made available on bulletin boards designated by the Employer in a non-public area in each department which employees represented by the Association regularly work. In addition, the Employer will continue to provide one (1) bulletin board that is located in a public area. Such board(s) shall be used for official Association notices. All postings shall carry the WSNA logo or name. The Association will provide a copy of the posted materials to the Vice President, Human Resources, or designee, at or prior to the posting. The Employer shall provide the Local Unit Chairperson with a key to the public bulletin board. The Association agrees to limit the posting of union materials to the designated bulletin boards.

4.6 Conference Rooms. The Association may have access to conference rooms at the Medical Center for the purpose of meeting with bargaining unit employees, subject to conference room availability. Use of the conference room should be scheduled through Human Resources at ext. 127-6286. This access is limited based on the availability of conference rooms. The Association's access to conference rooms is also subject to the Employer's right to cancel any scheduled use of the conference room based on internal needs. The Employer will make a good faith effort to provide at least forty-eight (48) hours' notice to the Association in the event it is necessary to cancel the Association's scheduled conference room. The Association will provide
as much notice as possible in the event a scheduled conference room is no longer needed. Use of
the conference room will be subject to applicable rules regarding such use, including any
applicable policies that may be developed for such use. Access to conference rooms may be
denied if the Association fails to adhere to the provisions of this Article.

Employees who attend meetings with Association's representatives will do so on their own time.

**ARTICLE 5 - DEFINITIONS**

5.1 **Resident Nurse.** A resident nurse is a newly graduated registered nurse or a registered
nurse who is hired or transfers to a department that requires specialized training and new skill
development. A resident nurse may be offered a residency or will be assigned a preceptor when
no formal residency program is available or offered. The residency program consists of
classroom hours and a precepted orientation based on the resident's skill level and tailored to
meet the resident's need. A nurse who participates in a formal residency shall be required to sign
a residency agreement which is attached to this Agreement as Appendix A.

5.2 **Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care
of the patient.

5.3 **Charge Nurse.** An experienced registered nurse with demonstrated clinical and
leadership skills who has been selected by the Employer to serve as a leader and resource person
to the staff on specific units on the nurse's shift. If a nurse is denied the position, the nurse will
receive an explanation.

5.4 **Preceptor Program.** A Preceptor is an experienced registered nurse who is assigned
specific responsibility for planning, organizing, teaching and evaluating the new skill
development of a nurse who is participating in a specific program, the parameters of which have
been set forth in writing by the Employer:

a. A resident RN employed by the Medical Center;
b. A senior elective RN student;
c. A new RN hired at the Medical Center into clinical areas in which the RN has no
previous experience;
d. An RN cross-training into a new clinical area;
e. An RN who has completed his/her residency but needs additional training time.
f. An RN needing additional and/or necessary specific skill development as
approved and directed by management.

Inherent in the Preceptor role is the responsibility for specific, criteria-based and goal directed
education for a specific period. A Preceptor shall work on a one-on-one basis and in close
proximity to the preceptee. Preceptor responsibilities will be considered when making patient
care assignments. Nursing management will determine the need for preceptor assignments. The
Employer will first seek volunteers before making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses on the unit.

5.5 **Full-time Nurse.** A nurse who is regularly scheduled to work forty (40) hours within seven (7) day period or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period.

5.5.1 **7/70 Schedule.** A nurse regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time nurse.

5.5.2 **3/36 Schedule.** A nurse regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time nurse.

5.6 **Part-time Nurse.** A nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period, or a twelve (12) hour shift nurse who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.6.1 **Supplemental Part-Time Nurse.** A nurse who works less than sixteen (16) hours per week or thirty-two (32) hours in a fourteen (14) day period on a regularly scheduled basis, or a nurse who works on an unscheduled basis and commits to work five (5) shifts per month, including one (1) full weekend of two (2) shifts or, in the alternative, work a minimum of three (3) weekend shifts per month. As determined and assigned by the Employer, supplemental part-time nurses may be required to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day.

Supplemental part-time nurses may be scheduled for shifts which are open after regular part-time and full-time nurses have been scheduled for their budgeted FTE. Supplemental part-time nurses shall accrue seniority for purposes of job openings (6.9). However, supplemental part-time nurses may not exercise their seniority for job bidding purposes if there are any nurses on layoff who would be qualified for the position.
5.7 **Introductory Nurse.** A nurse who has been hired by the Employer on a full-time, part-time or supplemental part-time basis and has been continuously employed by the Employer as a registered nurse for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall be designated as a full-time, part-time or supplemental part-time nurse unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure. Introductory nurses are not required to give fourteen (14) days' notice of intention to terminate.

5.7.1 **Residency Period.** Newly hired nurses who enter into a formal residency program within three (3) months of the date of hire shall be subject to an introductory period which shall begin at the date of hire and extend for sixty (60) days beyond completion of the residency program. After that sixty (60) day period, the nurse shall be designated as a full-time, part-time or supplemental part-time nurse. A nurse subject to the introductory period set forth in this Section 5.7.1 shall not be subject to the introductory period provided for in Section 5.7.

5.8 **Per Diem Nurse.** A nurse hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force. Per diem nurses shall not accrue seniority, longevity steps, or any benefit compensation.

5.9 **Temporary Nurse.** A temporary nurse is hired for a definite limited period of time, not to exceed ninety (90) calendar days in length unless such nurse is filling a position for a nurse on an approved leave of absence. (Examples would be vacation relief for a pre-determined work schedule, or a special project.) Temporary nurses are ineligible for benefits and longevity steps. In the event a temporary nurse is transferred to full-time or part-time status with no break in service, the employment anniversary will be established as of the beginning of the temporary employment. This will have the effect of continuing employment for accruing Paid Time Off, health insurance, retirement and placement on the wage schedule. Temporary nurses will be paid as specified in Section 9.1 commensurate with their experience.

5.10 **Resource Nurse.** A resource nurse is an experienced nurse, assigned by management, who serves as a clinical resource within a unit or specialty area.

5.11 **Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's hourly wage rate (9.1), shift differential (10.1), certification pay (10.6), charge nurse pay (10.7), and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (9.1.1). Shift differential shall not be paid when a nurse is temporarily assigned to the day shift during the nurse's residency or orientation period.

**ARTICLE 6 - EMPLOYMENT PRACTICES**

6.1 **Equal Opportunity.** Employment and wage determination shall be based upon professional qualifications, irrespective of race, color, creed, sex, national origin, age, marital
status, religion, veteran’s status, sexual orientation or the presence of sensory, mental or physical disability subject to the presence of occupational requirements.

6.2 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days’ written notice of resignation. This notice requirement shall not include any PTO without prior approval or unverified sick leave. Failure to give notice shall result in loss of accrued Paid Time Off (PTO). The Employer will give consideration to situations that would make such notice by the nurse impossible.

6.3 Discipline and Discharge. No full-time, part-time or supplemental part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

6.4 Personnel Files. Nurses shall have access to their personnel file. Written personnel action forms in duplicate will be used to specify conditions of hiring, change in status, pay, shift, or leave of absence. The nurse shall be given one copy of this form. Nurses shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file and to request removal of warning notices after one (1) year, if no further written disciplinary action for any of the same reason has occurred during this one (1) year period. Removal shall be at the discretion of the Medical Center.

6.5 Parking. Parking shall be available for all nurses in designated parking areas at no cost to the nurse. Standby nurses shall be provided parking within close proximity to the Medical Center.

6.6 Payroll Checks. Payroll checks shall reflect number of hours worked, rates of pay, and accruals for Paid Time Off by pay period.

6.7 Paycheck Errors. In the event the Employer or the nurse identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. The nurse must submit the error to management on a Personnel Action Request (PAR). The error will be corrected within thirty (30) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date. The nurses will receive a copy of the PAR notated with approval or denial and the date the correction will appear in the nurse’s pay.

6.7.1 Kronos Exception Log. Pay changes that are not automated and/or cannot be entered at the time clock must be manually recorded on the Exception Log during the open pay period and will be paid on time in the regular pay check, subject to manager approval. If an Exception Log entry is not approved for payment, the nurse will be notified and provided with an explanation before the next pay period elapses.
6.8 Floating. The Employer retains the right to change the nurses daily work assignment to meet patient care needs. Reasonable efforts will be made to limit floating assignments to designated clinical groupings (as defined in Section 7.6.1) or to care for patients which would have been otherwise typically located within the nurses clinical group. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with supervision. Nurses required to float will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurses previous experience and familiarity with the nursing unit to which such nurse is assigned. Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation tools (including but not limited to examples of charting, a map of the unit, specific protocols, special procedures and the assignment of a resources person) to be used by staff nurses floated to the unit. Floating shall be assigned on an equitable basis taking into consideration patient care needs and the skill and competence of the individual nurse. The Employer will make a good faith effort not to float a nurse to a different unit more than once period shift.

6.9 Job Openings. Notices of vacancies in existing positions shall be posted for at least seven (7) calendar days in advance of filing the position. Notices of vacancies shall be posted on a designated bulletin board in the Human Resources Department and on the FHS website. Announcements for residency programs shall be posted on the same bulletin board for at least thirty (30) days. The following procedure will be used for filling RN vacancies when a regular scheduled job opening occurs within the bargaining unit:

6.9.1 Qualified in-house RN applicants from the same unit as the vacancy will have priority over non-unit applicants. Among qualified in-unit applications, seniority will be the determining factor providing skill, competency, ability and prior job performance (during the prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer based on specified documentation and evaluations contained in the nurse’s personnel file.

6.9.2 Qualified in-house RN applicants will have priority over non-bargaining unit RNs and external applicants. Among qualified in-house applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer.

To be considered for such job openings, nurses must complete and submit an application for transfer through the FHS website. A nurse who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately, the Employer will make a good faith effort to transfer a nurse to the new position within six (6) weeks. When a position is filled, the status of the employee’s application will be e-mailed to the
employee within two (2) days. Upon request, the unsuccessful applicant may contact the HR Department to obtain the identity of the nurse awarded the position.

6.10 Evaluations. All nurses will be formally evaluated in writing prior to completion of the introductory period and thereafter in accordance with Medical Center policy. Interim evaluations may be conducted as may be required. Any revisions to the Employer's policy will be reviewed with the Conference Committee.

6.11 Staffing. Recognizing that quality patient care is the major goal for the Medical Center and that appropriate and safe staffing levels are an important objective, nursing input into staffing decisions affecting nurses is encouraged. Nurse staffing questions may be presented by the concerned nurse for discussion to the Clinical Director, or President, if not satisfied with the initial response. Such questions may also be submitted as a discussion item for the next meeting of the Conference Committee. The Medical Center agrees to review up-to-date JCAHO quality indicators as a standing agenda item of the Conference Committee.

6.12 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Nurses, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor or Nurse Manager as soon as the problem is identified. Nurses believing there is a continuous workload or staffing problem, which may include the ability to receive rest periods and lunch breaks, should attempt to resolve the problem with the clinical manager. Continuous or potential workload or staffing problems discussed with the clinical manager that have not been resolved should be addressed to the director of the clinical division and may be presented at Staffing Committee for review. If the matter is not satisfactorily resolved by the director of the clinical division, the matter may be referred to the Conference Committee for further review. Nurses who report staffing concerns shall be free from retaliation or intimidation for making such reports.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as a nurse's continuous length of service (based on hours compensated excluding standby) as a registered nurse with the Employer from most recent date of hire as a regular employee. Cut hours shall be included for purposes of accrual of seniority. Seniority shall not apply to a nurse during the required introductory period. Time spent by a nurse outside the bargaining unit shall not count for seniority purposes. Nurses who accept a non-bargaining unit position and subsequently return to a bargaining unit position without a break in employment shall have prior bargaining unit seniority restored. Regular nurses who change to per diem status and subsequently return to regular status without a break in employment shall have previously accrued seniority restored. If the nurse terminates but is reemployed within one (1) year, the Employer will credit the nurse with prior bargaining unit seniority.

7.2 Reduction in Force (Layoff). A reduction in force shall mean a permanent or prolonged reduction in the number of nurses employed by the Medical Center. This procedure shall also apply when two (2) or more units merge, when the ratio of RNs to other assistive or technical
personnel on the unit is restructured, or when the FTE compliment on a unit is changed or reduced. In the event the Employer determines that a reduction in force is necessary, the following procedure will be followed:

7.2.1 The Employer shall determine the total number of positions subject to layoff within the bargaining unit. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

7.2.2 A preliminary "Low Seniority Roster" will be developed by the Employer from the bargaining unit seniority roster. The Low Seniority Roster shall be a listing of the most recently hired employees in the bargaining unit representing five percent (5%) of the full-time and part-time work force plus the estimated number of nurses whose positions have been eliminated, plus any open, posted positions.

7.2.3 The Employer will notify the Association and the nurses to be affected of the reduction in force at least twenty-one calendar days prior to the effective date of the layoff. The Employer shall provide the Association with a seniority roster for each unit affected by the layoff showing each nurse's bargaining unit seniority, a current bargaining unit seniority roster and the Low Seniority Roster at the time the Employer notifies the Association of the impending layoff. Upon request, the parties will meet for the purpose of reviewing the layoff.

7.2.4 Layoffs shall occur on each affected nursing unit in accordance with the following procedure:

- The Employer shall identify the specific positions to be eliminated on each shift on the nursing unit, any reductions or changes in the size of the assigned FTEs on the unit, and any specific skill or qualification requirements.

- Any nurse on the unit, regardless of seniority, may volunteer for layoff.

- The most senior person subject to the unit layoff shall be determined. The person identified and all other nurses on the unit with less seniority whose positions are eliminated or changed shall be subject to a re-bidding process for the remaining positions on the unit subject to the following rules:

  a. Where skill, ability, experience, competence or qualifications are not considered to be overriding factors in the opinion of the Employer, seniority shall be the determining factor in bidding on unit positions or selection from the Low Seniority Roster.

  b. When bidding on positions, the nurse may only select the position of a less senior nurse.

  c. The position on the unit selected may be a position with a lesser FTE but shall not exceed the nurse's prior FTE by more than .2 FTE.
d. The nurse may elect not to bid on a position on the nurse's unit but, as an alternative, if qualified, may select a position from the Low Seniority Roster.

e. The nurse may choose voluntary layoff. The effective date of the layoff will be determined by the Employer.

f. Each nurse subject to layoff shall receive twenty-one (21) days' notice of layoff (as provided in Section 7.2.3) or pay in lieu of notice.

g. Supplemental part-time employees are not eligible to utilize this procedure.

- If more than one unit is involved in a layoff within the Medical Center, nurses who have requested that they select from the "Low Seniority Roster" (see (d) above) and nurses who have been bumped off the unit (i.e., displaced nurses) shall be held until all unit assignments have been made. Then displaced nurses from the various units affected by the layoff shall, by seniority, select from the Low Seniority Roster or, in the alternative, may select voluntary layoff or may elect to terminate with severance pay pursuant to Medical Center policy.

- A nurse bumped from a position on the "Low Seniority Roster" shall have the right to select a position from the "Vacant Position" listing after all more senior nurses have exercised their selection rights from the Low Seniority Roster. A nurse will be considered eligible to select a position from the "Low Seniority Roster" or a vacant position if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to eighty (80) hours of orientation (120 hours for vacant positions, or for nurses who have been displaced by an entire unit closure). If a nurse has not achieved a satisfactory level of performance in the opinion of the Employer after completing the orientation period to the new position, the nurse will be subject to immediate layoff and placement on the recall roster.

7.3 **Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. Nurses not on layoff assigned to a specific clinical group will be given preference for transfer to an increased FTE on the same shift or to another shift on that clinical group over less senior nurses on layoff/recall status. When vacancies occur, nurses will be reinstated in the reverse order of the layoff where skill, competence, ability and experience are not considered to be overriding factors in the opinion of the Employer. There shall be no loss of benefits if the nurse is reemployed within eighteen (18) months. Acceptance of per diem or supplemental part-time work while on layoff, or accepting a position outside a nurse's clinical group in the event the nurse's entire unit is closed, will not affect a nurse's recall rights.
7.3.1 **Notification of Recall.** If a nurse does not respond to a recall notice sent by certified mail or receipted telegram within seven (7) days, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's termination. The nurse shall notify the Employer by certified mail of any change in the nurse's current mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.4 **Severance Pay.** The Employer will provide severance pay pursuant to Medical Center policy. The Employer will notify the Association at least ninety (90) days in advance of any modification or termination of the severance pay policy.

7.5 **Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE, shift and clinical group) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

7.6 **Flexible Staffing (Cut Hours).** The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements. Nurses shall either be cut or placed on standby for the entire shift unless the affected nurses and the manager mutually agree otherwise. The nurse may opt to use earned PTO accruals to offset cut hours; if so, hours are to be entered under “PTO cut” utilizing the time clock. When scheduled staff exceeds patient care needs, the Employer would intend to reduce its staff in the following cut order:

- **First Cut** - Agency
- **Next Cut** - Nurses working in an overtime condition (excluding nurses receiving rest between shift premium pay)
- **Next Cut** - Requested cut (volunteers)
- **Next Cut** - Per Diem
- **Next Cut** - Supplemental Part-time
- **Next Cut** - Part-time working above their FTE
- **Next Cut** - Mandatory cut equitably rotated to include full-time, part-time and temporary employees  *(Note: This rotation may be temporarily adjusted so as not to disrupt the continuity of preceptor assignments where a recognized learning experience is identified on the unit.)*

The process of "equitable rotation" for mandatory cut hours shall be as follows: Beginning on April 1 and October 1, mandatory cuts will initially be assigned by seniority, least senior first, until all nurses have taken a cut. Credit for a cut is received when any duration of reduced time is voluntarily taken or mandatorily assigned, except if it is less than one hour, in which event it will not count as a cut, nor will the time be counted toward that nurse's cut hours. If all nurses subject to a mandatory cut have taken at least one cut in the semi-annual period, then the nurse with the least cut hours in that semi-annual period will take the cut. (Cuts for hours beyond an employee's FTE will not be credited toward cut hours.) Travelers will be regarded as temporary employees for purposes of this section. Subject to management approval, the majority of nurses in a particular unit or clinical group may modify the process of "equitable rotation" from that
stated above, provided, however, that the process is defined in writing with a copy given to the Local Unit Chair upon request.

Cut hours will be applied by clinical group providing skill, competency, and ability are not considered to be overriding factors in the opinion of the Employer. When making staffing decisions prior to the beginning of the shift, all nurses within a clinical group will be considered as one staff for the purpose of cut hours. Nurses experiencing reduced hours will be given first consideration for additional hours of work provided they notify management in writing of the dates and shifts they are available. If a nurse is inadvertently cut out of turn, the mistake will be remedied on the next cut rotation by skipping the affected nurse on his/her next cut. This understanding shall be limited to two (2) inadvertent cuts per person per calendar year.

The Employer will give at least one and one-half (1 1/2) hours’ notice in advance of the shift of pending cut hours. If the Employer does not attempt to notify the nurse at least one and one-half (1 1/2) hours in advance of the shift, and the nurse reports to work, the nurse will be provided with four (4) hours of work at the regular rate of pay. Where the Employer has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home (documented attempts will be recorded in the staffing office) at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.

Twice annually, on April 1 and October 1, the cycle of applying cut hours will start over utilizing an updated seniority roster in each clinical group.

7.6.1- Clinical Groups. "For purposes of this section, a clinical group (a-s) is defined to include the following nursing units:

b. Inpatient Mental Health Unit
c. Intensive Care Unit, Cardiac Surgery Unit, and Progressive Care Unit
d. OPRDU/ARDU
e. Emergency Department
f. IV Therapy
g. Main OR, Walters Same Day Surgery OR (effective January 1, 2015)
h. PACU Main, PACU Walters Same Day Surgery, (effective January 1, 2015)
i. SADU Main, SADU Walters Same Day Surgery, Prescreening Clinic (effective January 1, 2015)
j. Same Day Surgery, Gig Harbor
k. Women's Care Center
l. Outpatient Oncology, Inpatient Oncology, Bone Marrow Transplant
m. GI Lab
n. Cardiac Catheterization Laboratory
o. Diagnostic Imaging (Radiology)
p. Ambulatory Care Center
q. Cardiac Rehab
r. Hyperbaric
ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours, or twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours. The Employer shall provide forty-five (45) days' advance notice to the nurse of the establishment or discontinuance of a ten (10) or twelve (12) hour shift.

8.1.1 If a nursing unit does not now have ten (10) or twelve (12) hour shifts, a majority vote of the unit would be required prior to implementing ten (10) or twelve (12) hour shift schedules for the unit on an involuntary basis. Where ten (10) or twelve (12) hour shifts currently exist on a unit, the Employer reserves the right to increase or decrease the number of ten (10) or twelve (12) hour shifts subject only to the notification requirements in Section 8.1.

8.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

8.3 Innovative Work Schedules. Other innovative work schedules (except normal work schedules [8.1]) may be established in writing by the Employer with the consent of the nurse involved and prior notification to the Association for the purpose of developing the terms and conditions of the new work schedule. An established innovative work schedule may be discontinued by either party giving the other party at least forty-five (45) days' advance written notice of discontinuance. Should nurses indicate an interest in discontinuing an innovative schedule, such interest must be evidenced in writing by a majority of the nurses working the innovative schedule.

8.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours within a twenty-four (24) hour period shall be paid at double time (2x) the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Overtime must be approved by supervision. Nurses will make a reasonable effort to obtain overtime approval in advance. Involuntary overtime shall not be prescheduled. Overtime shall be computed to the nearest fifteen (15) minutes. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse will receive the highest rate of pay. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28.130-150. Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to the care of the Medical Center's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with his/her
immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

8.4.1 12-Hour Shifts. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

8.5 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or are called back to the unit during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

8.6 Posting of Schedules. The Employer retains the right to adjust work schedules (days on and days off) to maintain an efficient and orderly operation. The Employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective. Except for emergency conditions involving patient care and low census conditions, posted schedules may be amended only by mutual agreement. Any increase in scheduled hours of work for part-time nurses will be discussed and mutually agreed upon prior to posting the work schedule, except for holiday coverage. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer. Upon request, a nurse shall have access to the Department core schedule.

8.7 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent. This section shall not apply to those departments (GI Lab, Cardiac Rehab, Electrophysiology, Ambulatory Care Center, Outpatient Oncology, Same-Day Surgery Gig Harbor and Tacoma) in which there are currently variable start times.

8.8 Weekends. The Employer will schedule all regular full and part-time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay.

Nurses regularly scheduled to work every third weekend who work the weekend prior to or following a regularly scheduled weekend will be paid at the rate of time and one-half (1 1/2 X) the regular rate of pay for the extra weekend hours worked. Weekend time worked on a regularly scheduled weekend is not eligible for time and one-half (1 1/2 X).

Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime condition or premium pay condition pursuant to this section. In the event that sufficient weekend coverage is not available, the
Employer will seek volunteers before scheduling nurses to work extra weekend shifts. Such additional weekend shifts will not exceed four (4) per nurse per year. Nurses will be advised at least two (2) weeks prior to the weekend shifts to be worked. This section shall not apply to supplemental part-time or per diem nurses. Premium pay provided for in this section shall not apply to nurses who initiate a request to work more frequent weekend duty or to work every weekend, or to nurses filling positions in more than one clinical group. Premium pay provided herein shall not apply to time spent for non-mandatory educational offerings. The weekend for premium pay purposes shall be defined as 11:00 p.m. Friday to 11:00 p.m. Sunday. For twelve (12) hour shift employees it shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

8.9 Rest Between Shifts. Each nurse will have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the nurse and the Employer. All time worked within this eleven (11) hour period will be compensated in accordance with 8.4 of this Article, provided that such time worked is within a twenty-four (24) hour period commencing at the start of the nurse’s regular shift. Work performed on the nurse’s next regular shift following work performed within the eleven (11) hour period will be paid at time and one-half (1 1/2) for hours worked on such shift. This section shall not apply to in-service education, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 10. Effective November 1, 2014: If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

8.9.1 Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who requests a day off or change in the nurse’s start time the following day where the nurse has been called back after 11:00 p.m. the previous night. To be considered, the nurse must notify the Hospital prior to leaving the facility at the end of the call back if making such a request. The nurse may choose to access PTO or low census for the day. Upon written request by the Association, the Hospital will describe what good faith effort was made at the next Conference Committee.

8.9.2 Twelve Hour Shifts. For twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise, the commitments in 8.9 shall apply.

8.10 Scheduled Days Off. Full-time nurses who work on their scheduled day off shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay. Nurses shall not be expected to be on standby or to be called back on their days off except in an emergency or by mutual agreement. This section shall not apply to non-mandatory training, education or to other meetings where attendance is not required.

8.11 Shift Rotation. The Employer will not schedule nurses to rotate shifts on a regular basis except by mutual agreement between the Employer and nurse. The Employer shall not post vacant regular full-time or part-time positions with rotating shifts.

8.12 Change in Core Schedules. If the Employer changes the Core Schedule for the entire unit, or if the Employer establishes a Core Schedule on a newly created unit, the Employer will provide the opportunity for nurses on the unit to indicate their preferences regarding the new
work patterns offered. The Employer will consider those preferences, taking into consideration skill, competence, ability and seniority in creating the new Core Schedule for the unit.

8.13 Work Performed Off Campus. In the event the Medical Center intends to expand the practice of having nurses perform work outside the main campus beyond that which exists as of the date of ratification of this Agreement, the Medical Center shall give the Association ninety (90) days' advance notice prior to the effective date of the assignment. During work hours, travel between work sites is paid time. In addition to mileage, nurses traveling between work sites shall be reimbursed for tolls.

ARTICLE 9 - COMPENSATION

9.1 Hourly Wage Rates. Nurses shall be paid in accordance with the following hourly wage schedule:

<table>
<thead>
<tr>
<th>Staff Nurse</th>
<th>Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ratification</td>
</tr>
<tr>
<td>Base</td>
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<td>1 year</td>
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<td>30 years</td>
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</tr>
<tr>
<td>Per Diem:</td>
<td>$34.71</td>
</tr>
</tbody>
</table>

9.1.1 Premium in Lieu of Benefits. Regular full-time and part-time nurses may elect to receive a premium of fifteen percent (15%) added to the nurse's base rate according to the
longevity schedule in lieu of all benefits. Supplemental part-time nurses shall be paid in accordance with the staff nurse longevity schedule plus fifteen percent (15%). This election must occur within the first ten (10) days of employment or within thirty (30) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. Nurses electing this pay premium are entitled to receive the equivalent amount of time off each year as employees participating in benefits.

9.2 Date of Implementation. Longevity steps will be effective the pay period closest to the nurse's anniversary date. Increases in wage rates (9.1) and premium pay (Article 10) shall become effective the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience - New Hires. Nurses hired during the life of this Agreement shall be compensated at a minimum in accordance with the following plan:

a. For a nurse with less than one full year of prior recent continuous experience as a registered nurse, the nurse shall be employed at the base rate.

b. For a nurse with at least one full year of prior, recent, continuous experience as a registered nurse, the nurse shall be employed at not less than the longevity step that matches the nurse's number of full years of prior recent continuous experience as a registered nurse, up to a maximum of the twelfth (12th) longevity step.

c. A nurse with at least thirteen (13) full years of prior recent continuous experience as a registered nurse shall be placed at not less than the twelfth (12th) longevity step.

d. For a nurse with at least sixteen (16) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the fourteenth (14th) longevity step.

e. For a nurse with at least twenty (20) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the sixteenth (16th) longevity step.

f. For a nurse with at least twenty four (24) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the eighteenth (18th) longevity step.

Recent continuous experience shall be defined as clinical nursing experience in an accredited hospital or clinic without a break in nursing experience which would reduce the level
of practical nursing skills, in the opinion of the Employer. Nurses hired with continuous recent experience as a Licensed Practical Nurse (LPN) at a Franciscan Health System hospital shall have such experience credited at a rate of one (1) year for each two (2) years of LPN experience for purposes of the wage schedule.

9.4 Longevity Steps. Upon completion of each calendar year of employment, all full-time and part-time nurses shall advance to the next higher step in the wage range (9.1).

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Nurses who work the second shift (3 p.m.-11 p.m.) shall be paid a shift differential of two dollars and fifty cents ($2.50) per hour over the hourly rate of pay. Nurses who work the third shift (11 p.m. - 7 a.m.) shall be paid a shift differential of four dollars and twenty-five cents ($4.25) per hour over the hourly rate of pay. Nurses who work an overlapping shift shall receive shift differential for the entire shift if the majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours, shift differential will be split and paid according to applicable shifts.

10.1.1 Twelve Hour Shifts. Nurses assigned the day shift (0700-1930) shall receive their regular rate of pay. Nurses assigned the night shift (1900-0730) shall receive the night shift differential.

10.2 Standby Pay. Standby pay shall be at the rate of four dollars ($4.00) for each hour of standby status up to sixty (60) hours per pay period. For standby in excess of sixty (60) standby hours per pay period, a nurse shall receive an additional fifty cents ($0.50) per hour for all standby hours over sixty (60) standby hours in a pay period.

A nurse required to remain on the premises shall be paid at time and one-half (1 1/2) or higher if required by this Agreement. Standby shall not be paid when the nurse has been called back to work. Pagers will be made available for nurses on standby status in those clinical areas that have a regularly scheduled standby system.

10.3 Callback Pay. Any time worked in callback from standby (10.2) shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay with a minimum of four (4) hours. Effective November 1, 2013, callback minimum guarantee will be three (3) hours. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift. Callback pay shall not be pyramided and shall not be paid more than once for the same hours.

10.4 Temporary Assignment. Temporary assignment to a higher position within the bargaining unit will result in the nurse being paid at the higher rate commencing from date of such assignment.

10.5 Certification. Nurses who become certified in recognition of clinical specialties to the clinical areas in which they are working will receive certification pay of one dollar ($1) per hour for each hour worked or, if they are currently receiving premium pay (specialty pay) while
working in ICU or CCU units, the option of continuing to receive such pay, but not both. The
nurse’s certification must be current and approved by the Employer.

10.6 **Charge Nurse.** Any nurse assigned by Nursing Administration as Charge Nurse, or a
relief Charge Nurse temporarily assigned to replace a Charge Nurse shall receive two dollars and
twenty-five cents ($2.25) per hour over their regular rate of pay.

10.7 **Resource Nurse.** A nurse assigned and holding the position of Resource Nurse shall
receive a premium of two dollars and twenty-five ($2.25) per hour over their regular rate of pay.

10.8 **Preceptor Pay.** Any nurse assigned as a Preceptor shall receive a premium of one dollar
and twenty-five cents ($1.25) per hour.

10.9 **Mileage.** Subject to prior approval, nurses required to use their personally owned
automobile on Medical Center business will be reimbursed for their mileage at the current IRS
rate.

10.10 **Weekend Premium Pay.** Nurses shall receive three dollars ($3.00) per hour for all hours
worked from 11:00 p.m. Friday until 11:00 p.m. Sunday. For twelve (12) hour shift employees it
shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

**ARTICLE 11 - PAID TIME OFF**

11.1 **Purpose.** The Paid Time Off Program provides for the accrual of hours to be made
available to eligible employees who have completed ninety (90) calendar days of employment.
The purpose of the Paid Time Off Program is to simplify the management of accrued paid time
and to provide a process for employees to manage personal time within certain guidelines.

11.2 **Eligibility.** Full-time and part-time nurses who have successfully completed ninety (90)
calendar days of employment.

11.3 **Accrual Rates.** Paid Time Off will accrue on all hours and low census hours not to
exceed 2080 hours each anniversary year of employment. Accrual rates will begin at the date of
hire.

<table>
<thead>
<tr>
<th>Effective Dates for Accrual Rates</th>
<th>Active PTO</th>
<th>Accruals EIB</th>
<th>Maximum PTO</th>
<th>Maximum EIB</th>
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<tr>
<td>0 - 4 years</td>
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<tr>
<td>20+ years</td>
<td>320</td>
<td>48</td>
<td>608</td>
<td>824</td>
</tr>
</tbody>
</table>

11.4 **Access.** Paid Time Off and Extended Illness Bank (EIB) is intended to compensate
employees who are absent from work for time they would have been scheduled to work. A Paid
Time Off Request form is required at least thirty (30) days in advance. Employees are requested
to provide as much notice as possible. In patient care areas, employees are asked to submit requests by March 1 of each year. Requests submitted by March 1 of each year will be granted on the basis of seniority. In the event an employee is denied his/her first and second choice of vacation, the employee will have the option of taking time off at another time or receiving the time in wages. After March 1, time off will be granted on a first come, first serve basis. In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift. The Medical Center will consider six (6) occurrences within twelve (12) consecutive months to be acceptable. Consecutive days off for the same illness or emergency, either Paid Time Off or EIB shall be considered one occurrence. Within four (4) weeks of the date of request, the Employer shall either affirm or deny in writing (including the reasons for denial), nurse's paid time off requests.

11.4.1 Prime Time. Prime vacation time is defined as May 15 through September 15, and December 15 through January 5. Employees will not be granted more than two (2) periods of up to seven (7) consecutive days of time off or up to fourteen (14) consecutive days of time off (or less as limited by available PTO accruals) during prime time, if permitting such leave request would result in another nurse not being able to take time off during the same prime time period.

11.4.2 Rotation of Holiday Work. Holiday work shall be equitably rotated on each unit.

11.5 Extended Illness bank (EIB). EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below. The employee’s access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

11.5.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, et. seq.), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

11.6 Management of Hours. Employees may transfer Paid Time Off hours to the EIB account. Employees may not transfer EIB hours to the Paid Time Off account.

11.7 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee’s regular rate of pay including shift differential when the nurse is regularly scheduled to work an evening or night shift.

11.8 Premium Pay Days (Holidays). Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. Employees scheduled to work shall be given the option of taking PTO or low census on
days their department is closed. The Medical Center will pay any employee required to work on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. In providing Premium Pay Day coverage, managers will first ask for volunteers. If enough volunteers are not found, managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule (unless it is a short notice coverage situation). Work on Premium Pay Days shall be rotated by the Employer to the extent possible. Premium Pay Days are as follows:

<table>
<thead>
<tr>
<th>New Year's</th>
<th>President's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas</td>
<td></td>
</tr>
</tbody>
</table>

For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as the Christmas holiday. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as the New Year's holiday.

11.9 **Cash Out Option.** With fourteen (14) days’ advance notice, the employee may cash out up to one hundred twenty (120) hours in a calendar year. St. Joseph Medical Center will allow PTO cash outs in accordance with IRS regulations. Effective November 1, 2013, a nurse may elect to cash out up to 50% of his or her PTO accrual (up to 120 hours). Nurses electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the month of November of the calendar year prior to accruing the time off in the following year. The rest must be submitted on a form provided by the Employer. For example, during November a nurse may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. The payment will be made in the following calendar year during the pay periods defined below. Note: Nurses accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Payments will be made as follows:

Pay period following June 1 – up to sixty (60) hours

Pay period following December 1 – the remaining number of hours not cashed out up to 120 hours annual maximum (100 annual maximum for RNs accruing at the 200 hour tier level)

PTO cash out requests will be made on a hospital provided form containing the following information: 1) Number of PTO hours for which the nurse requests payout; 2) pay period on which the nurse requests to receive the payment; 3) acknowledgement that the withdrawal is irrevocable; and 4) nurse’s signature. The form must be submitted to the HR Department by November 30th.

Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.
Nurses terminating employment with St. Joseph Medical Center shall not be subject to the limitations above and shall be paid at 100% in accordance with Article 11.12 of the Collective Bargaining Agreement.

11.10 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

11.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days. Employees may not utilize any Paid Time Off/EIB hours that would result in a negative balance. Employees may not access Paid Time Off while receiving Workers' Compensation. However, employees working eight (8) hour shifts may access up to two (2) hours per day of EIB for the number of scheduled days of work while receiving Workers' Compensation. Employees working ten (10) hour days may access up to two and one-half (2 1/2) hours per day and employees working twelve (12) hour shifts may access up to three (3) hours per day of EIB while receiving Workers' Compensation.

11.12 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

   a. Paid Time Off accounts paid at 100%

   b. Extended Illness/Injury Time accounts paid at:

      1 - 14 years - Paid at 0%
      15 - 19 years - Paid at 10%
      20 - 24 years - Paid at 15%
      25+ years - Paid at 50%

ARTICLE 12 - EMPLOYEE BENEFITS

12.1 Benefits Plan. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of dependent coverage. All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding dependent premium. All employees may participate in available flexible spending accounts.

12.2 Other Insurance. The Employer shall provide Workers' Compensation insurance and Unemployment Compensation Insurance for nurses covered by this Agreement. As to Workers Compensation, the Employer may deduct only the amount mandated by law to be deducted from employee’s pay.
12.3 **Long-Term Disability Plan.** An Employer-paid long-term disability plan shall be provided for eligible nurses covered by this Agreement.

12.4 **Health Tests.** The Employer shall provide tuberculin skin tests, and/or chest X rays as required by state law. The Employer shall further provide a CBC, urinalysis, and comprehensive metabolic panel on an annual basis, when done in conjunction with an annual health examination by a medical doctor. The Employer will offer Hepatitis B vaccine and/or Titer in accordance with CDC Guidelines. The cost of the above lab test shall be borne by the Employer, provided the nurse makes arrangements in advance through the Occupational Health Service Office and such tests are conducted in the clinical laboratory located in the Medical Center.

12.5 **Retirement Plan.** The Employer will provide a retirement plan for its employees. Retirement benefits, eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan.

12.6 **Tax Sheltered Annuity Plans.** A tax sheltered annuity plan(s) will be provided to all eligible full-time and part-time nurses for employee contributions. Eligibility requirements shall be defined in the plan documents.

12.7 **Life Insurance Plan.** A group insurance plan in the amount equal to one (1) times the nurse's annual salary will be provided for all full-time nurses who work forty-eight (48) or more hours per pay period.

12.8 **Plan Changes.** Participation in the Employer's Flexible Benefit Plan and any other benefits set forth in this Article 12 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Association prior to implementation.

**ARTICLE 13 - LEAVE OF ABSENCE**

13.1 **In General.** All leaves of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of the request. All leaves of absence shall be without pay unless specifically provided for herein. A leave of absence begins on the first day of absence from work.

13.2 **Eligibility.** One (1) calendar year will be used for purposes of eligibility for leave for nurses excluding military leave, disability leave and jury duty.

13.3 **Disability Leave.** A leave of absence for health reasons shall be granted upon the recommendation of a licensed health care provider for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. A pregnancy leave shall be granted for the period of temporary physical disability. Under the Washington Family Leave Act, any leave for sickness or temporary disability due to pregnancy or childbirth shall be in addition to any leave required by Federal law (FMLA).
13.4 Family Medical Act Leave (FMLA). Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, a nurse who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. FMLA leave shall be interpreted consistently with the conditions and provisions of federal law.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the nurse must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The nurse may elect to use accrued paid leave time for which the nurse is eligible during family leave.

13.4.1 FMLA – Leave to Care for an Injured Service Member. An eligible nurse is entitled to up to twenty-six (26) weeks of unpaid leave during any single 12-month period to care for a spouse, son, daughter, parent or next of kin 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. The single twelve (12) month period begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible nurse is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) week total may be used for an FMLA-qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with U.S. Department of Labor regulations.

13.4.2 FMLA – Qualifying Exigency Leave. An eligible nurse is entitled to up to a total of twelve (12) weeks of unpaid leave during a rolling 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty, or has been notified of an impending call or order to active duty of a contingency operation. Exigency leave under the FMLA is available to a family member of a service member in the National Guard or Reserves; it does not extend to family members of service members in the Regular Armed Forces. This provision shall be administered in accordance with U.S. Department of Labor regulations.

13.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.
13.6 **Military Spouse Leave.** Up to fifteen (15) days of unpaid leave will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. The nurse must provide his or her supervisor with notice of the nurse’s intention to take leave within five (5) business days of receiving official notice that the nurse’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

13.7 **Domestic Violence Leave.** Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

13.8 **Unpaid Educational Leave.** After one (1) year of continuous employment, permission may be granted for a leave of absence up to one (1) year (renewable yearly thereafter) without pay for job-related study, without loss of accrued benefits or longevity step, providing the educational courses to be studied are related to the practice of nursing.

13.9 **Bereavement Leave.** Up to three (3) scheduled work days of paid leave will be granted during the seven (7) day period following the death of a member of the employees immediate family. The Employer will give consideration to requests for bereavement leave outside the seven (7) day period. Immediate family shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, mother-in-law, father-in-law or step-persons. Additional time off with pay may be granted, up to a maximum of five (5) days when extensive travel is required to attend the funeral. Pay for bereavement leave shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.10 **Jury Duty.** After completion of the introductory period (5.7), time off with pay will be granted for jury duty. The nurse will be paid the difference between the fees received for such service and the amount of regular hourly earnings lost by reason of such service. In order to be eligible for such payments, the nurse must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The nurse must give the Employer prompt notice of the call to jury duty. Pay for jury duty shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.11 **Subpoena.** Nurses who are subpoenaed to testify on behalf of the Employer or are required to meet with the Employer's attorney or counsel or to give affidavits in a matter representing the Employer shall be compensated for regularly scheduled time applied to such activity or at the appropriate rate of pay should the nurse be off duty while such activities are conducted. The pay received shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.12 **Personal Leave.** After one (1) calendar year of continuous employment, a nurse may apply for a personal leave of absence without pay. The Employer will determine whether or not
the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

13.13 Short Term Personal Leave Days. Full-time and part-time nurses shall be granted three (3) days off per year without pay upon request, providing such leave does not jeopardize hospital services.

13.14 Leaves with Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

13.15 Benefits During Leave. A nurse on an unpaid leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the nurse returns to work as scheduled at the end of the allowed leave. To the extent allowed by the applicable insurance policy, a nurse desiring insurance benefits to continue during a leave of absence may do so by paying the full premium to the Employer monthly in advance.

13.16 Return from Leave. Nurses who indicate their availability to return to work on a timely basis shall be entitled to the same position if the leave is ninety (90) days or less (including all paid and unpaid time off). If the leave exceeds ninety (90) days, the nurse will be given the first available similar opening for which the nurse is qualified. Failure by the employee to contact the Employer at least two (2) weeks prior to the end of leave indicating the employee's availability to return to work shall constitute a voluntary resignation from employment. The ninety (90) day commitment contained herein shall not apply to personal and unpaid educational leaves of absence.

ARTICLE 14 - NURSING EDUCATION

14.1 Orientation. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Medical Center and nursing service, to orient new personnel to Medical Center policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in their job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. Through the nursing Conference Committee, suggestions for additions, modifications and deletions or orientation content may be discussed.

14.2 Staff Development. A structured staff development program will be developed by the Employer. When attendance is mandatory, the program will be made available to all shifts. When attendance is voluntary, the Employer, when feasible, will attempt to make the program available to all shifts. At least one staff development program will be provided each month. If attendance on off-duty hours is required, a nurse shall be paid at the regular rate of pay (including shift differential) or overtime rate, when applicable. The functions of staff development shall be:

   a. to promote safe and intelligent nursing care of patients;
   b. to familiarize nursing personnel with Medical Center procedures and equipment;
c. to develop staff potential;
d. to review current medical/nursing care trends.

All programs will be posted in the appropriate locations in advance. For those programs that the Employer deems appropriate, the Employer may apply for continuing education units (CEU) credits.

14.3 Paid Educational/Professional Leave. After one (1) year of continuous employment, nurses shall be allowed up to forty (40) hours of paid educational/professional leave per year including shift differential when a nurse is regularly scheduled to work on an evening or night shift; provided, however, such leave is subject to the approval of the Employer of the subject matter to be studied. Approval of subject matter shall not be unreasonably denied, so long as it is not related to collective bargaining. Scheduling requirements may be a factor in determining how many nurses from a given unit shall be granted leave to attend the same course offering. Should educational leave that has been approved by the Employer be canceled by the Employer, that portion of the registration fee that is not refunded shall be paid by the Employer. Approval or disapproval for educational leave shall be given in writing one (1) week after a request is submitted. For full-time and part-time nurses, the hours paid will be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Assigned FTE</th>
<th>Paid Education Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 - 72 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>71 - 60 hours</td>
<td>32 hours</td>
</tr>
<tr>
<td>59 - 49 hours</td>
<td>28 hours</td>
</tr>
<tr>
<td>48 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>47 - 36 hours</td>
<td>20 hours</td>
</tr>
<tr>
<td>35 - 24 hours</td>
<td>16 hours</td>
</tr>
</tbody>
</table>

14.4 Tuition Reimbursement. The Employer will provide nurses covered by this Agreement with its Tuition Reimbursement Program.

14.5 Employer Meetings. Nurses shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. RNs will be paid a minimum of two (2) hours when coming to the Medical Center for mandatory meetings on a scheduled day off.

**ARTICLE 15 - CONFERENCE/NURSING PRACTICE COMMITTEE**

15.1 Conference Committee. Management, jointly with the elected representatives of the nurses, 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. The Committee shall be on a permanent basis, shall meet at least quarterly and shall consist of four (4) representatives of management and four (4) representatives of the nurses as well as the WSNA Nurse Representative or designee. One of the four management representatives shall be the Vice President of Operations or designee. All members of the Committee shall be employees of the Medical Center. Nurses shall be compensated at the regular rate of pay for one (1) hour per meeting for time spent on the Conference Committee when they are members of the Committee and attend Committee meetings.

15.2 Nursing Practice Committee. A Nursing Practice Committee will be instituted and maintained. The Nursing Practice Committee shall be advisory and shall not affect the decision-making authority of the Employer concerning its administration and supervision of nursing practices. Such Committee shall be composed of six (6) registered nurses to be elected by the staff nurses, with one (1) representative from all clinical divisions, and six (6) representatives from management appointed by the Vice President of Patient Services. The purpose of this Committee shall be to discuss the quality of nursing practices, care of patients, and the role of the registered nurse in regard to the professional practice of nursing as prescribed by the Washington State Nurse Practice Act. The Committee shall prepare an agenda of topics to be discussed prior to the meeting and keep minutes of all meetings. Copies of the minutes approved by the Vice President of Patient Services and the Chairperson shall be distributed to each member of the Committee and to each cost center. The Committee shall meet quarterly. Special meetings may be called upon mutual agreement. Nurses shall be compensated at the regular rate of pay or be given paid release time for all time spent on the Nursing Practice Committee when they are members of the Committee and attend committee meetings.

15.3 Safety Committee. The Employer shall provide a safe and healthy work place in compliance with federal, state and local laws applicable to the safety and health of its employees. 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. The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the QA Memo form. Committee membership shall include a registered nurse appointed by the Association. Time spent on the Safety Committee shall be paid at the regular rate of pay.

15.4 Nurse Staffing Committee. The purpose of this Committee is to develop, oversee, and evaluate an annual nurse staffing plan covering each shift and patient care unit in accordance with the provisions of RCW 70.41.410-420. The Association will determine how nurses will be selected to serve on the Committee. Committee members will be on paid time while attending Committee meetings.
ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

If the deadline for advancing or responding to a grievance falls on a weekend or holiday, then the deadline shall become the next business day. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

Step 1. Nurse and Immediate Supervisor.

If a nurse has a grievance, the nurse must first present the grievance in writing to the nurse’s immediate supervisor within fourteen (14) calendar days from the date the nurse knew or had reason to know that a grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the nurse within ten (10) calendar days following receipt of the written grievance.

Step 2. Nurse, Local Unit Chairperson (or designee) and Vice President or Designee.

If the matter is not resolved to the nurse’s satisfaction at Step 1, the nurse shall present the grievance in writing to the appropriate Vice President or designee within ten (10) calendar days following the decision at Step 1. The grievance shall state the contractual provision violated and the relief sought. A conference between the nurse (and a local unit chairperson, or designee, if requested by the nurse) and the Vice President or designee shall be held at a mutually agreeable time. The Vice President or designee shall issue a written reply within ten (10) calendar days following the grievance meeting.

Step 3. Vice President, Human Resources and Association Representative.

If the matter is not resolved in Step 2 to the nurse’s satisfaction, the grievance shall be referred in writing to the Vice President, Human Resources (or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President, Human Resources (or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President, Human Resources/designee shall issue a written reply within ten (10) calendar days of the meeting of the parties.


If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Association may submit the issue to arbitration by
written notice to the other party within fourteen (14) calendar days following the Employer's response at Step 3. Within seven (7) calendar days of the notification that a 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 eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon 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 confine himself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing 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 witnesses called by the other party.

ARTICLE 17 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage or a threat thereof, the Association and its officers will do everything within their power to end or avert the same. Any nurse participating in any strike, picketing, slowdown or work stoppage will be subject to immediate dismissal.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

18.2 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into
immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

ARTICLE 19 - DURATION

This Agreement shall become effective November 1, 2012 through and including October 31, 2015, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of August, 2013.

ST. JOSEPH MEDICAL CENTER

Sharon Royne
Assoc Vice President, Human Resources

WASHINGTON STATE NURSES ASSOCIATION

Laura Anderson
Counsel for WSNA

Travis Elmore
WSNA Labor Representative
Dian Davis, RN
Local Unit Co-Chairperson
Negotiating Team Member

Linda Burbank, RN
Local Unit Co-Chairperson
Negotiating Team Member

Andrea Griswold, RN
Local Unit Treasurer
Negotiating Team Member

Renee Bailey, RN
Grievance Officer
Negotiating Team Member

Sonia DaSilva, RN
Negotiating Team Member

Susan Delmonte
Negotiating Team Member

Kimberly Smith, RN
Negotiating Team Member
APPENDIX A
RESIDENCY AGREEMENT

Name: _________________________, RN  Employee ID#: __________________

Date of Hire: ___________________  Department: _______________________

St. Joseph Medical Center ("Medical Center") and ______________________, RN ("Nurse") wish to
document the residency commitments between them. Nurse wishes for Medical Center to provide
residency training; and Medical Center has need for nurses with such qualifications. Therefore, this Residency Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description of Residency Agreement:** Nurse has applied for and been accepted into Medical Center's residency program. Upon satisfactory completion of the program, Nurse shall owe Medical Center two thousand dollars ($2,000) or two (2) years of employment at .75 FTE or above.

**Description of Residency Agreement for Perioperative, Oncology and Rehabilitation Residencies Only:** Nurse has applied for and been accepted into Medical Center's residency program. Upon satisfactory completion of the program, Nurse shall owe Medical Center four thousand dollars ($4000) or two (2) years of employment at .75 FTE or above.

**Loan Repayment and Service Understandings:** Medical Center will not require the payment if Nurse works for Medical Center as a Registered Nurse for the duration and at the FTE noted above. The time period will be calculated from the date Nurse begins working in ______________ after satisfactory completion of the residency ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.

Should Nurse resign from his/her position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay the Medical Center, unless the Medical Center determines that extenuating circumstances exist. Denial by the Medical Center of the Nurse’s claim that extenuating circumstances exist may be grievances by the Association. Should Nurse quit the residency program before completion, Nurse shall be required to repay the hospital twenty-five (25%) of the cost of the residency payback amount. The Medical Center is authorized to withhold money from Nurse's last pay check and apply such amount toward the balance due.

A nurse hired into a residency program by Medical Center will be paid at the rate appropriate to his or her relevant experience in accordance with Article 9.3 of the WSNA Collective Bargaining Agreement.

**Nurse and the Medical Center agree to the above terms of this Residency Agreement, and voluntarily accept its one year of service.**
MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. JOSEPH MEDICAL CENTER
AND
WASHINGTON STATE NURSES ASSOCIATION

The parties herein agree to the creation of a subcommittee of the Medical Center’s Conference Committee consisting of five (5) management representatives (including 2 representatives from HR), and eleven (11) RN representatives from the following areas: One from (1) from the Main PACU, one (1) from the Walters PACU, one (1) from the Main SADU, one (1) from the Walters SADU, three (3) from the Main OR and three (3) from the Walters OR and one (1) representative from WSNA. Nurses will be selected by WSNA.

The purpose of the Committee shall be to discuss and evaluate the staffing issues associated with the combination of the Main and Walters OR as a single clinical grouping under Article 7.6.1 that will go into effect January 1, 2015. Evidence-based information and data will be used by the Committee. The Committee will meet to review issues including, but not limited to, staff training, weekend coverage, floating, and call schedules. The Committee will identify all competencies necessary for nurses working within each of the clinical services named herein. The Committee’s work will not be limited to the above and will include items agreed to by the Committee members appropriate to develop a plan for sustained safe and appropriate staffing levels.

Before a nurse from the Main is assigned to Walters, or a nurse from Walters is assigned to the Main, the nurse must have the competencies necessary to administer full care to all patients in the assigned area, be trained on all equipment in the assigned area, and have recent orientation to the assigned area. Competency, training, and orientation completion must be signed off by the perioperative Clinical Educator.

It is the responsibility of the Medical Center to ensure the nurse has the necessary training, competency and orientation and it is the responsibility of the nurse to notify management if the nurse is insufficiently trained. There will be no retaliation against a nurse who expresses a need to additional training.

Signed and dated:

[Signature]
For St. Joseph Medical Center

[Signature]
For Washington State Nurses Association
MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. JOSEPH MEDICAL CENTER
AND
WASHINGTON STATE NURSES ASSOCIATION

The parties agree to the creation of a Rest Between Shifts Committee consisting of up to four (4) management representatives, up to two HR Representatives, and up to six (6) Registered Nurses selected by WSNA. All committee time shall be paid work time. The Committee shall meet at times and locations as determined by the Committee.

The Committee’s purpose will be to meet to review staffing and callback utilization in departments with regularly scheduled standby and to recommend staffing model alternatives to mitigate callback activation. Standby activation data will be used by the Committee.

During the discussion of each clinical service area, an additional registered nurse from the respective serve area under discussion may be brought in for input and technical advice at the request of nurses or management on the Team.

The Committee will begin meeting January 1, 2014 and complete its work by September 1, 2014, after which time, management will give good faith consideration to the Committee’s work and will determine the effective date. Management may consult with the St. Joseph Staffing Committee regarding the Committee’s recommendations. At a minimum, upon completion of its review, management will report its conclusion to the Staffing Committee prior to the effective date.

Signed and dated:

[Signature]
For St. Joseph Medical Center

[Signature]
For Washington State Nurses Association
MEMORANDUM OF UNDERTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

The Hospital will make a good faith effort to explore systemic changes to allow nurses to identify line item corrections in the earnings statement(s).

Signed and dated:

[Signature]
For St. Joseph Medical Center

[Signature]
For Washington State Nurses Association
MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

St. Joseph Medical Center will ensure KRONOS training is available at regular intervals for nurses with a need for refresher training. Training will include, but not be limited to proper clock usage, the process to submit corrections and paycheck/paystub display education.

Signed and dated:

[Signature]
For St. Joseph Medical Center

[Signature]
For Washington State Nurses Association
MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

Ratification Bonus: For nurses on the active payroll as of November 1, 2012, and who are also on the active payroll as of the date of payment, there will be a retroactivity bonus of $800 based on full-time FTE. For example, a 1.0 FTE shall receive a bonus of $800, a .5 FTE shall receive a bonus of $400, and so on. Per diem and supplemental RNs shall receive a bonus based on .2 FTE ($160). The bonus will be paid within two pay periods of ratification.
MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

St. Joseph Medical Center herein commits to making a good faith effort to reach an understanding in national traveler contracts that would expand the hospital’s ability to rotate travelers into first cut rotation.

Signed and dated:

[Signature]
For St. Joseph Medical Center

[Signature]
For Washington State Nurses Association