

AGREEMENT

Between

PROSSER PUBLIC HOSPITAL DISTRICT

and the

Service Employees International Union District 1199NW

representing Registered Nurses/Licensed Practical Nurses

July 1, 2006

THROUGH

June 30, 2009

PREAMBLE

This Agreement is made and entered into by and between Prosser Public Hospital District, Prosser, Washington, hereinafter referred to as the "Employer" and Service Employees International Union District 1199NW hereinafter referred to as the "Union" representing Charge Nurses, Registered Nurses/Licensed Practical Nurses employed by the Prosser Public Hospital District.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for registered nurses and licensed practical nurses in regular status full-time, part-time positions, and per diem nurses as outlined per attachment A. Excluded from the bargaining unit are the: Chief Executive Officer, Director of Financial Services, Director of Patient Care Services, management team composed of the Director of Community Relations, Director of Support Services, Director of Ancillary Services, Director of Human Resources, Controller, Administrative Assistant (Executive Secretary), Materials Manager, Long Term Care Manager, Health Information Management Manager, Patient Financial Services Manager, Laboratory Manager, Risk/Utilization Review/Employee Health Manager, Diagnostic Imaging Manager, Food Services Manager, Housekeeping/Laundry Manager, IT Manager, Financial Systems Manager, Emergency Department Manager, Acute Care Services Manager, Home Health Manager, Social Services Manager, Surgical Services Manager, Clinic Operations Manager, Cardiopulmonary Services Manager, ARNP, Pharmacists, supplemental employees to include temporary, and seasonal nurses, Physicians, Physicians Assistants and AFSCME Local 874H employees. Home Health Nurses to include RNs and LPNs are excluded from this bargaining unit and are not covered by this contract.

ARTICLE 2 - UNION SECURITY

- 2.1 The Employer agrees that all employees covered under this Agreement will, as a condition of employment, within thirty (30) days from the date of the signing of this Agreement become and remain members of the union in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement will, as a condition of employment, within thirty (30) days from the date of employment become and remain members of the union in good standing.

- 2.3 The Employer agrees to notify the Union of personnel changes to include new hires, terminations, layoffs and leaves of absence exceeding thirty (30) days. Notification will be made within ten (10) working days.
- 2.4 On a monthly basis, the Hospital will provide the Union with a current listing of nurses in the bargaining unit. The list will include names, addresses, phone numbers, hourly rates of pay, dates of hire, social security numbers, unit, and classifications of the nurses
- 2.5 The Hospital shall deduct Union dues from nurses' pay upon written authorization from the individual nurse. Dues shall be transmitted to the office of the Union on a biweekly pay period basis by check payable to its order along with a list of each dues-paying member, social security number, dues paid, hours worked and gross earnings.
- 2.6 Per Diem nurses are included in the Union in accordance with the PERC Stipulation (Case 20362-E-06-3149) as follows:
 1. Currently employed Per Diem Nurses who have worked more than 348 hours in the twelve (12) month period prior to the bargaining unit's certification on July 1, 2006;
 2. Nurses working more than 348 hours in any twelve (12) consecutive month period from an individual's original employment date;
 3. If the Nurse has worked for less than twelve months prior to certification (7/1/06), the Nurse shall be included in the bargaining unit if the Nurse worked an average of 29 hours per month for each month wherein the Nurse worked;
 4. After initial inclusion in the SEIU 1199NW bargaining unit, a Nurse will continue to be included in the bargaining unit in subsequent years if the 348 hour threshold was met in the previous 12 month period.
- 2.7 During the term of this agreement, the Hospital shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU COPE political action contribution wage authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the nurse. The amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for

the payment of voluntary political action contributions hereby indemnifies and holds the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's costs of administering this check-off. Accordingly, the parties agree that the Hospital will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable costs of administering the check-off.

- 2.8 Union Indemnification: The Union shall defend, indemnify and hold harmless the Employer from, for and against any and all claims, lawsuits, complaints and/or grievances arising out of the provisions of this Article.

ARTICLE 3 - RECOGNITION OF RIGHTS & FUNCTIONS OF MANAGEMENT

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as expressly limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addenda to this Agreement and/or Memoranda of Agreement, shall be administered for the duration of this Agreement by the Employer in accordance with such policies and/or procedures as the Employer, from time to time may determine.
- 3.2 Employer prerogatives and core management rights which the Employer is not obligated to bargain about the decision and the effects of any decision are inclusive of, but not limited to, the following:
1. The right to establish and modify reasonable work rules and procedures; and,
 2. The right to schedule any and all work and overtime work, and the methods and process by which said work is to be performed in a manner most advantageous to the Employer and consistent with the needs of the patients as determined by the Employer; and,
 3. The right to hire, lay off and promote employees as deemed necessary by the Employer; and,

4. The right to discipline an employee for just cause as indicated in this Agreement; and,
5. The right to make any and all determinations as to the number of employees, the types of employees used and composition of the work force; and,
6. The parties understand and agree that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer and the completion of the orientation check-off list; and,
7. The Employer shall have the right to take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency. An emergency shall be a sudden or unexpected happening or situation inclusive of deficiencies in revenues that calls for action without delay; and,
8. The Employer has the right to modify any and all operations and work requirements in order to more effectively and efficiently carry out services based on the Employer's assessment of the financial stability of the Hospital inclusive of but not limited to declines in revenues, declines in reimbursement formulas, declines in patient census etc., which may have an adverse effect on the Employers ability to continue operations at current levels and with the current staffing allocations as well as employee hours of work. The Employer has the right to reorganize hours and employees to provide services on a more cost effective basis to remain competitive except as restricted by other articles; and,
9. The Employer has the right to introduce new improved and automatic methods and equipment to improve efficiency and reduce costs; and,
10. The Employer has the right to close or liquidate, combine, relocate and reorganize divisions, offices, branches, operations and facilities within the hospital including staffing level cuts to address problems identified by the Employer.

ARTICLE 4 - UNION RIGHTS

- 4.1 An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this Agreement according to the terms set forth

herein.

- 4.2 Union Delegates. A list of Union delegates from the bargaining unit, elected in accordance with the Union's District and National Bylaws, shall be provided to the Hospital. Such delegates will receive complaints and process grievances, provided that such activity does not interfere with the work assignment of the Union delegate or other nurses. Grievances and other Union business will be processed on break or lunchtime and not in work, patient care, or visitor reception areas. Management expressly, in advance, may approve that work time be used. The parties acknowledge the general proposition that Union business performed by the Union delegate, representative, and nurses, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). The Hospital will recognize up to three (3) Union delegates, but not more than one (1) from each Hospital Nursing Unit. The Union will supply the Hospital's Director of Human Resources with the names of the Union delegates and shall keep the list current. Subject to appropriate advance notice, schedule and staffing requirements, Union officers and delegates [not to exceed a total of 4 (four)] may use eight (8) consecutive hours per calendar year of paid educational/professional leave time to attend Union sponsored training in leadership, representation and dispute resolution.
- 4.3 Negotiations. The Hospital will make a good faith effort to schedule up to six (6) nurse negotiators for unpaid release time for joint negotiations.
- 4.4 Union's Executive Board. A good faith effort shall be made to schedule off a Union delegate or nurse who serves on the Union's Executive Board so that the nurse may attend designated meetings. Requests for such scheduling must be made prior to the schedule being made up and posted.
- 4.5 Meeting Rooms. In accordance with Hospital policy, the Union shall be permitted to use designated premises of the Hospital for the purpose of holding meetings.
- 4.6 Bulletin Board. In accordance with Hospital policy, the Hospital will provide bulletin board space for use by the nurses in one location in the lower level of the Hospital and in one location in the upper level of the Hospital. The bulletin board space shall be used for posting Union meeting announcements and educational announcements. The Union agrees to limit the posting of Union materials to the designated bulletin boards. It is the responsibility of the Union delegates as defined in Section 4.2 to ensure compliance with this Article.
- 4.7 Orientation. A delegate or designee/officer may meet with new employees to introduce employees to the Union and Union contract. The meeting shall be voluntary and shall be on unpaid time for both the delegate/officer and the new employee.

ARTICLE 5 - UNINTERRUPTED PATIENT CARE

- 5.1 It is recognized that the Employer is engaged in a vital public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employees and the Union. Neither the Union nor the employees, its members, agents, representatives, or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, sickout, slowdown, picketing or any other form of work stoppage.
- 5.2 The Employer agrees not to engage in any lockout.

ARTICLE 6 - NONDISCRIMINATION

- 6.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, or national origin. All references to "employee" in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- 6.2 The Employer, the Union, and its members agree not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, threats, or coercion against any employee because of Union membership or because of any employee's activity in any official capacity on behalf of the Union or for any other cause. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

- 7.1 Labor-Management Committee. The Employer, jointly with the Union selected representatives of the employees, shall establish a Labor-Management Committee. The function of the Labor-Management Committee shall be to discuss issues of mutual concern, to recommend solutions to problems identified by the Committee, and to make recommendations for the improvement of working conditions and patient and employee satisfaction. The Committee shall be established on a permanent basis and may consist of five (5) representatives of the Employer and five (5) representatives of the employees appointed by the Union. All members of the Committee shall be employees of the Hospital. Representatives on the Labor-Management Committee may request meetings of

the Committee to discuss employee general staffing issues. The Committee will meet every other month or as often as is mutually agreed.

The parties shall submit agenda items by 4:00 p.m. five days prior to the scheduled meeting to HR. If no agenda items are timely submitted, the meeting will be cancelled. Failure to place an item on the agenda shall not preclude the Committee from addressing an issue. Action of the Committee shall be advisory only and not binding.

ARTICLE 8 - JOB CLASSIFICATION/EMPLOYMENT STATUS

8.1 A. Job Classifications

1. Resident Nurse: A registered nurse whose clinical experience after graduation is less than six months, or an RN who is returning to practice with no relevant clinical training and/or experience within the past three (3) years.
2. Staff Nurse: A nurse who is an RN who is responsible for direct and/or indirect total nursing care of patients.
3. Lead Nurse: A lead nurse is an RN for acute care and RN or LPN in long-term care, who is assigned the responsibility of a patient care unit for a complete shift.
4. Resident Licensed Practical Nurse: An LPN with less than six (6) months clinical experience or a nurse who is returning to practice with no relevant clinical training and/or experience within the past three (3) years.
5. Staff Licensed Practical Nurse: A nurse who, under supervision, is responsible for the nursing care of patients.

B. Employment Status:

1. Probationary Status. The first ninety (90) calendar days of continuous satisfactory employment shall be a probationary period. A probationer is subject to discharge or termination without cause and without recourse. After ninety (90) calendar days of continuous satisfactory employment, documented in writing, the nurse shall be considered a regular employee. During this probationary status, the employee shall not be assigned to "on-call" status unless said employee has satisfactorily completed the orientation check-off list as determined by the Hospital.

Performance evaluations during the probationary period will be done at intervals. The Employer may extend the probationary period up to three (3) thirty (30) day extensions with performance evaluations after each extension.

Employees who substantially change job sets shall be considered probationary employees and shall be subject to the same requirements as all other probationary employees. If an employee has satisfactorily completed the skills/orientation checklist as determined by the Employer, the employee may be assigned to on-call status.

After ninety (90) calendar days of continuous satisfactory employment as a probationary employee, said employee shall be eligible for benefits inclusive of sick leave, vacation and participation in applicable Hospital insurance plans.

2. Regular status. Regular status shall be divided into full-time and part-time categories and be held by nurses who satisfactorily complete a probationary period. Employment status of regular nurses shall be as follows:
 - a) Full-time status is held by nurses who regularly work eighty (80) hours per pay period or seventy-two hours (72) hours if a nurse is assigned to work twelve (12) hour shifts. A workweek is defined as Monday through Sunday.
 - b) Part-time with benefits status is held by all nurses who regularly work at least forty (40) hours per pay period, but less than forty (40) hours per workweek. All part-time nurses shall be compensated on the same basis of pay and benefits as full-time nurses, their pay and benefits being pro-rated in proportion to hours worked except where otherwise indicated in this contract.
 - c) Part-time without benefits status is held by nurses who regularly work less than forty (40) hours per pay period. Part-time without benefits nurses shall be placed on the wage scale based on experience as per contract and receive fifteen percent (15%) premium and shall be eligible to receive shift differential, charge pay and stand-by pay/call-back pay, if applicable. Said nurses shall also be eligible for holiday pay if they work on the holiday.
3. Per Diem Status is held by nurses who are not in regularly scheduled status but make themselves available to work when needed. Per Diem nurses shall be available to work at least one (1) weekend or more per month and

two (2) or more holidays per calendar year. Per Diem RNs with less than two (2) years of experience in the area for which hired shall receive \$29.00 per hour, and \$35.00 per hour for an RN with more than two (2) years of experience in the area for which hired. Per Diem LPNs with less than two (2) years of experience in the area for which hired shall receive \$21.00 per hour, and \$25.00 per hour for an LPN with more than two (2) years of experience in the area for which hired. Per Diem nurses shall be eligible to receive stand-by pay, if applicable, lead pay and holiday pay for hours worked on the holiday as per the contract. Per Diem nurses are eligible for weekend differential, shift differential, or call back pay. Regular status nurses who change to per diem status and subsequently return to regular status within twelve (12) months without a break in employment shall have previous seniority and benefit accruals reinstated, exclusive of the time spent in per diem status. Per Diem nurses shall not accrue seniority.

4. Supplemental status is held by nurses who are not regular status as defined above and include temporary and seasonal (defined above) nurses. They are not covered by the terms and conditions of this contract.

ARTICLE 9 - WAGE/OTHER COMPENSATION

- 9.1 Wages. Effective January 1, of each year of the contract, (01/01/2008, 01/01/2009) there will be a cost of living wage increase equal to eighty percent (80%) of the Seattle CPI Urban Wage Earners and Clerical Workers for the period of June to June subject to a two and a half percent (2.5%) minimum and a five percent (5%) maximum.

By July 1st of each year, (07/01/2008, 07/01/2009) the Employer will query the Milliman data using a defined geographic cluster of hospitals. If the wage scale falls at or below 3% of the Milliman comparative, an adjustment will be made effective July 1st. The same process will be followed in subsequent years of the contract.

Placement on the wage matrix for RNs and LPNs shall be effective January 1, 2007. Contract language changes for premium pays shall be effective the first pay period following approval by the Board of Commissioners.

The percentage determinations and the application thereof to pay schedules shall be determined by Human Resources Director and the Director of Financial Services. A subcommittee consisting of two RNs appointed by the Union will meet to review and discuss the determination with the Director of Human Resources, and the Director of Financial Services. The subcommittee will serve in an advisory capacity only.

1. For purposes of determining beginning wage, newly hired nurses shall be paid as follows:

Staff Base Rate: Less than one (1) year of current experience
The hire in rate for nurses hired under this agreement will provide year for year credit for continuous recent applicable experience. Continuous recent applicable experience shall be defined as clinical nursing experience in an acute care setting, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experiences without a break in nursing which would reduce the level of nursing skills, or nursing experience directly relevant to that required in the position for which the nurse is being hired as determined by the Director of Patient Care Services. (Participation in a nursing education program does not count as year for year credit and does not constitute a break in nursing experience.)

Nurses with a break in service of greater than three (3) years will be placed in a residency position for a minimum of three (3) months, and can be extended to six (6) months depending on the employee's progress. At the completion of a successful residency, the employee will then receive year-for-year applicable credit and will be placed on the wage scale accordingly.

In the event a nurse is hired into a specialized position (either with or without a break in service) for which they have no experience, residency may be required and may exceed six (6) months. This is determined upon hiring with agreement of the Employer and employee. For example, specialized positions may include, but are not limited to, Emergency Room, Perioperative Services, and Obstetrics.

2. Additional Recognition for Past Experience for Current Employees. The Hospital will audit the personnel file of each nurse hired prior to 07/01/03. The audit will be limited to the employee's employment application and/or resume and related materials. Incomplete applications or materials not contained in the personnel file will not be considered except at management's sole discretion.

The Hospital will use the following formula to evaluate additional recognition for past experience:

Total years of prior nurse experience (i.e. "continuous recent applicable

experience" as defined in Article 9.1.6) minus Years of continuous recent experience credited at date of hire = number of unrecognized full years of experience

Note: Partial years of service shall not be recognized for purposes of this formula.

If as a result of the above formula an RN was given less than full credit for past experience, additional recognition for past experience will be given as provided below; however, in no event shall a nurse receive more than a maximum of three (3) years of additional service credit.

Effective July 1, 2007: Nurses eligible for the maximum "experience adjustment" of three (3) years under the above formula shall be credited with up to (3) additional years of service for purposes of the wage scale.

If there is not agreement regarding where the nurse should be placed on the step scale, the nurse may submit a written statement detailing the nurse's concern. A representative from the Human Resources Department will research the concern using the above criteria and the information in the nurse's personnel file including hire-in data and the Union contract. Results of the Hospital's review will be made in writing to the nurse within forty five (45) days. Any adjustments made as a result of this process will be credited retroactive to the date all adjustments were originally made.

If a nurse has a dispute with the results of the "experience adjustment" the nurse may challenge the Hospital's decision through the grievance procedure contained in Article 23. All challenges will be consolidated into one grievance.

3. Hire in Rates for prior Prosser Hospital LPNs. Effective consistent with contract ratification, LPNs employed by the Employer who become licensed as RNs and are promoted to an RN position shall be credited with prior Prosser Public Hospital acute care LPN experience based on one (1) year of experience on the registered nurse wage schedule for each two (2) full years of prior LPN Prosser acute care and/or Long Term Care experience.
4. Step increases for part-time without benefits nurses shall be granted on the employee's anniversary date of hire once he/she has worked a minimum of 1040 hours in any given step. The step increase will only be reviewed on the employee's anniversary date.
5. Per Diem Wage: Per Diem RNs and LPNs will have a two-tier wage

scale. Tier one will be the rate of pay for beginning RNs and LPNs with less than two (2) years of experience, during the orientation period and for nurses orienting to a department where they have little or no experience. Tier two will be the rate of pay for RNs and LPNS with two years of recent experience in the department where they will be working.

9.2 Other Compensation. Regular nurses, as defined in Article 8, shall receive other compensation as follows:

1. Shift Differential.
Nurses working evening duty (3-11 shift) shall receive \$2.25 per hour in addition to their regular hourly wage. Nurses working night shift (11 p.m. -7 a.m.) shall receive \$3.00 per hour in addition to their regular hourly wage.
2. Stand-by.
Nurses required to “stand-by” for possible call to duty shall receive \$3.25 per hour. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for wage increases or fringe benefits. A nurse on stand-by who is bumped by a nurse on low census shall be notified by Nursing Administration of change in duty.
3. Lead Duties.
Regular status or per diem nurses who perform lead duties shall receive \$2.00 per hour in addition to their regular hourly wage.
4. Certification Pay.
Nurses certified by a nationally recognized specialty organization and approved by administration, will be paid a premium of \$1.00 per hour for each applicable certification for a maximum of two certifications. A certified registered nurse may be required by administration to participate in teaching project(s) or committee work in their specialty area. Examples of certification would include: Critical-Care Nurses Certification (CCRN), American Nurses Certification (RN,C), Certification for Emergency Nursing (CEN), Certification for Perioperative Nursing (CNOR, CRNFA), Intravenous Nursing Certification (CRNI), National Certification for Obstetric, Gynecologic and Neonatal Nursing Specialties (RNC), Orthopedic Nurses Certification (ONC), Bachelors of Science Nursing (BSN), Rehabilitation Nursing Certification (CRRN, CRRN-A), Wound Ostomy Continence Nursing Certification (CCCN, CETN, COCN, CWCN, CWOCN), Certified Surgical Technologist (CST).

5. Weekend Premium Pay.
Any nurse who works on a weekend shall receive three dollars (\$3.00) in addition to their regular hourly rate for each hour worked. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning at 11:00 p.m. Friday to 11:00 p.m. Sunday. This premium shall not apply to annual leave, sick leave, education hours or other hours paid but not worked.

6. Jury Duty.
Employees will receive their regular rate of pay while serving on jury duty. They shall turn in to the Employer any compensation by the court for performing this important civic duty. If an employee is not impaneled on a jury they are required to return to work in order to receive benefits under this provision. Night shift employees are excused from work with pay if they are impaneled on a jury and will be excused from the shift prior to jury duty services without pay.

7. Employees who volunteer to work extra shifts beyond their FTE shall be paid a \$10.00 per hour premium for each additional hour worked. Nurses who volunteer to work extra shifts beyond their FTE in OB shall be paid a \$15.00 premium for each additional hour worked.

In the event an RN elects to work an extra shift resulting in that employee working a third consecutive weekend, in lieu of the premium pay described above the RN shall be paid at time and one-half for each additional hour worked. The LPN will receive extra pay of \$12.50 per hour in accordance with Article 12.7.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.1 A work period will consist of up to forty (40) hours actually worked within a seven (7) day work period will be provided an unpaid thirty (30) minute lunch period which will be taken, as practical, at the half way point of the work day. If a nurse cannot be properly relieved then the thirty minutes will be considered time worked for purposes of calculating overtime.

- 10.2 The Employer will provide two (2) fifteen (15) minute rest periods with pay, each to be taken at approximately the middle of the first half of the shift and near the middle of the second half of the shift. The Employer may alter the timing of these rest periods based on service needs and requirements.

- 10.3 Overtime will be calculated and paid for hours actually worked in excess of the assigned shift or forty (40) hour overtime threshold in accordance with the Fair

Labor Standards Act (FLSA). The up to forty (40) hour workweek can consist of up to five (5) eight (8) hour days or an alternative innovative shift schedule as determined by the Employer. Employees who work in excess or beyond their scheduled work shift are entitled to time and one-half (1-1/2) premium pay for such hours. There shall be no pyramiding of overtime pay and/or premium pay at the rate of one and one-half (1-1/2).

In accordance with RCW 49.28.130-150, the Employer will make reasonable efforts to fill shifts and pre-plan for situations when unexpected staff shortages occur in an effort to restrict mandatory overtime for nurses. In accordance with RCW 49.28.130-150, the acceptance by any employee of overtime is strictly voluntary, and the refusal of an employee to accept such overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee. This does not apply to overtime work that occurs:

- a) Because of any unforeseeable emergency circumstances;
- b) Because of prescheduled on-call time;
- c) When the employer documents that the employer has used reasonable efforts to obtain staffing.
- d) When an employee is required to work overtime to complete a patient care procedure already in progress where the absence of the employee could have an adverse effect on the patient.

Time Worked. Holiday time worked shall count as time for overtime purposes. Sick leave, vacation time and any other time during which an employee is not actually physically working at the Employer's facilities shall not apply for overtime purposes.

- 10.4 The Employer has the right to cancel and/or modify any and all scheduled shifts if the Employer determines that the employee's services are not needed. The Employer will provide two (2) hours of pay and benefits along with two (2) hours notice, of said cancellation to the affected employees except in the event of an emergency. If there is an emergency, as determined by the Employer, then as much notice as is practical under the circumstances will be provided to the affected employees. In an emergency, two (2) hours of pay and benefits will be provided to the employee whose services are not needed.
- 10.5 Innovative Shifts. When the Employer determines it necessary to implement innovative shifts, the Employer will provide reasonable notice to affected employees.

The innovative workday may be nine (9), ten (10), or twelve (12) hours.

Nurses working innovative shifts such as up to twelve (12) hour shifts (work twelve (12) hours in a twelve and one-half (12 - ½) hour period with one (1) thirty (30) minute meal breaks) must work the full shift before becoming eligible for overtime beyond the twelve (12) hour shift or must work beyond forty (40) hours within a seven (7) day work period before becoming eligible for overtime.

Nurses working innovative shifts like twelve (12) hour shifts (work twelve (12) hours in a twelve and one-half (12 - ½) hour period with one (1) thirty (30) minute meal break) must work the full equivalent of hours for the applicable work period before becoming eligible for overtime.

Nurses must work seventy-two (72) hours in a fourteen (14) day work period if twelve (12) hour shifts are used before they will be considered full time employees.

Rest periods for twelve (12) hour shifts will be carried out in accordance with state law, i.e., fifteen (15) minutes for each four (4) hours.

Normally, nurses scheduled to work twelve (12) hour shifts will not have to work more than three (3) consecutive shifts except if the Employer determines that circumstances warrant such assignment due to health services needs. The Employer will seek employee input in this situation but is not obligated to bargain about the assignment.

Subject to the Employer's assessment of hospital needs, nurses working twelve (12) hour shifts will be provided a regular routine or pattern of days on and days off during a work period. Normally, twelve (12) hour shift employees will not rotate shifts except if the Employer determines rotation is in the best interests of the Hospital. In this case, the Employer will provide one (1) week's notice of the rotation schedule.

The Employer has the right to implement a ten (10) hour shift schedule based on the same criteria and provisions applicable to the twelve (12) hour shift scheduling outlined above.

Nurses working a ten (10) hour shift will receive two (2) fifteen (15) minute paid rest breaks and a thirty (30) minute unpaid meal period.

Nurses working a twelve (12) hour shift will receive three (3) fifteen (15) minute paid rest breaks, and a thirty (30) minute unpaid meal period.

Nurses working a nine (9) hour shift will receive two (2) fifteen (15) minute paid rest breaks and an unpaid meal period.

ARTICLE 11 - ORIENTATION

- 11.1 The Employer will carry out reasonable orientation programs for new hires and re-hires, or current staff as needed. Nurses required to work in alternate areas, i.e. OR, OB, PACU, ER, and other alternate areas as determined by the Employer, will be provided reasonable orientation and training.

The Employer retains the right to require floating to assist in managing staff resources and will provide reasonable orientation/cross-training appropriate to the assignment and experience of the employee. Examples of a float assignment may include an ED nurse who floats to Medical/Surgical and is asked to care for a specific patient(s) only. The employee would not be expected to be the Lead Nurse and assume full responsibility for the unit. Another example would be a Medical/Surgical nurse may be asked to float to Transitional and Long-Term Care to assist in feeding residents, dressing changes, or assist in putting residents to bed. The nurse would not be expected to take the place of the Lead Nurse and assume full responsibility for the unit.

In the event a nurse is experienced in multiple units and has the appropriate skill sets, they may float to another unit and perform in the capacity of a Lead Nurse. The appropriate training and ability would be identified in the employee's file/competencies and on-going education.

- 11.2 Nurses cannot sign up or be asked to take an on-call status during their orientation/probationary period, until said employee has satisfactorily completed the orientation check-off list in accordance with the Employer's determinations.

ARTICLE 12 - SCHEDULING

- 12.1 When developing staffing schedules, Department Managers will take into consideration seniority within classifications. Scheduling work will be carried out with mutual respect between the personal needs of the employee and the needs of the hospital. Scheduling work will take into consideration input from the employee as well as taking into consideration the needs of the Employer.
- 12.2 Work schedules will be posted for one (1) month at least one (1) week before the beginning of the schedule. Changes in the schedule will be determined by the Employer and will be based on service needs of the Hospital as assessed by the Employer. Nurses wishing to change their schedule after posting shall find an

equally qualified nurse for replacement and that replacement is subject to Employer prior approval.

- 12.3 Nursing administration will make a reasonable effort to schedule nurses so that they have a rest period of twelve (12) hours between shifts: Provided, however, the Employer may schedule nurses to work with less than eight (8) hours between shifts if the Employer determines circumstances warrant such scheduling. If the Employer requests the nurse to hold over their scheduled shift, and/or if the Employer requests a nurse to report to work earlier than their regular scheduled shift, with less than eight (8) hours between shifts, the hours worked will be paid at the time and one-half.
- a) Nurses who holdover for a double shift or come in early for a shift on an unanticipated basis shall be paid a rate of time and one-half for hours worked, and time and one-half for the second shift if there is less than eight (8) hours between the shifts worked.
 - b) Nurses who report to work from standby shall be paid a rate of time and one-half for the call back hours worked.
 - c) Nurses who report to work from standby call and have less than eight (8) hours of rest prior to the start of their regularly scheduled shift shall be paid a rate of time and one-half for all of the hours worked in the shift worked without the required rest.
 - d) The requirement to pay overtime for a shift, if there is less than eight (8) hours between the end of one shift and the beginning of the next shift, will not apply if the employee voluntarily (i.e., preschedules, agrees to switch with a co-worker) accepts a schedule that includes a work shift with less than eight (8) hours between.
- 12.4 Nursing administration may rotate regularly scheduled shifts based on the Employer's assessment of service needs after input between the nurse and supervisor. Nurses may be scheduled to work more than two different shifts in any one (1) work week. Overtime is based on total hours worked.
- 12.5 Part-time status nurses scheduled to work at least twenty four (24) hours per work week will be scheduled to rotate shifts as determined by the Employer.
- 12.6 Weekends. The Hospital will make a good faith effort to schedule all full-time and part-time RNs for no more than two (2) out of four (4) continuous weekends (both Saturday and Sunday). If a nurse is scheduled or picks up an extra shift at the request of the organization causing the employee to work any part of the third consecutive weekend, the nurse will be paid at the rate of one and one-half (1 1/2)

times the nurse's regular rate for all hours worked on the third (3rd) consecutive weekend. If the nurse works an additional weekend shift that is not a consecutive weekend, the nurse shall be paid the premium pay as noted in Article 9.2(8). This section would not apply to a nurse who wants to work only weekends or trades due to personal reasons.

- 12.7 Nursing administration has the right to direct nurses to work three (3) or more consecutive weekends if the Employer determines that circumstances warrant such scheduling. Regular status LPNs will receive extra pay of \$12.50 per hour for hours worked on the unscheduled weekend unless such scheduling occurs by prior directive such as employees hired to work weekends, trading shifts and/or trading weekends.
- 12.8 Scheduling requests are subject to Employer prior approval.
- 12.9 Nursing administration will post a calendar at the beginning of each year as an aid for nurses to schedule vacation. Vacation requests are subject to prior approval by the Employer, and the Employer will communicate a response in writing to the nurse within fourteen (14) calendar days of the nurse's request. If there is a conflict in requested time off, subject to a needs assessment by the Employer, the nurse with highest seniority will be given priority. Vacation requests must be submitted at least twenty (20) calendar days prior to the posting of the next schedule period but not more than 30 days unless the nurse has discussed with the manager the need to make reservations, etc. Once the Employer has approved an employee's vacation request, the approval shall not be subject to reversal by a more senior employee submitting a vacation request after a less senior employee has already received approval in accordance with the above provisions.
- 12.10 Requests for leave of absence, except for bona fide emergencies, must be submitted in writing to the Employer at least thirty (30) calendar days prior to the beginning of the requested leave.
- 12.11 If scheduling cannot be accommodated through the provisions of sections 12.5 through 12.11 above then the Employer has the right to assign the least senior employee to work based on the Employer's assessment of needed services and employee skills.

ARTICLE 13 - LOW CENSUS

- 13.1 Low census will be voluntary as opposed to mandatory. The Employer has certain options available to it for implementation of low census inclusive of but not limited to low censusing regular status nurses, per diem nurses, part-time nurses, supplemental nurses and volunteers. The determination of who is low censused is

up to the Employer based on its assessment of operational requirements. After the Employer has determined which classification of employee will be low censused, it will be implemented as follows: 1) per diem nurses, 2) supplemental nurses, 3) agency nurses and 4) regular status nurses rotated within classification of employee.

- 13.2 In the event that there are declining patient care requirements or workload in a particular department or unit, prior to any low census, the Employer will request that surplus staff float to another area of the hospital if a need exists. Determination of who floats will be based on skill mix and patient needs.

If assistance is not needed for direct patient care in any other unit, the Employer may ask the employee to orient to another department, complete continuing education or competency requirements or to work on policy development or quality monitoring specific to the unit. The employee may also elect at this time to take voluntary low census.

- 13.3 Employees who are low censused are not entitled to pay but may be entitled to continuation for an interim period of certain benefits as follows:

1. Full-time employees will be eligible for continuation of medical and dental subject to the provisions of Article 19 - Hospital Plans. Full-time employees shall be eligible for accrual of vacation leave, sick leave, holidays or any other benefits.
2. Part-time employees who are low censused will continue to receive medical and dental benefits subject to the provisions of Article 19 - Hospital Plans. Part-time employees shall be eligible for accrual of vacation leave, sick leave, holidays or any other benefits.

- 13.4 If a nurse requests a low census day, the nurse will not be compensated unless they elect to utilize accrued vacation. If a nurse reports for work and is sent home because of low census or if there is no effort to notify the nurse of low census prior to the shift, the nurse will be paid two (2) hours at the regular rate. Such payment shall not count towards the overtime threshold.

ARTICLE 14 - BENEFITS

- 14.1 Benefits are those set forth in this Agreement. Unless a provision is specifically set in this agreement, regular status nurses shall become eligible for, accrue and have administered benefits contained in the Hospital personnel Policy. Regular full-time and part-time status nurses accrue benefits, including vacation and sick hours, based on the number of hours paid, excluding overtime.

14.2 Vacation hours shall accrue based on years of service represented in the continuing accrual factor multiplied by the number of hours worked. For example: A nurse working 64 hours/pay period who has been employed for six years would have 77 hours/9.5 days available for vacation. The number of hours listed below illustrates the number of days calculated for a full-time employee working 2080 hours per year.

Vacation pay shall be prorated annually based on the accrual factor represented in the following schedule:

<u>Years of Service</u>		
1 - 4 years	.03846	10 days per year
5 years	.04230	11 days per year
6 years	.04615	12 days per year
7 years	.05000	13 days per year
8 years	.05384	14 days per year
9 years	.05769	15 days per year
10 years	.06154	16 days per year
11 years	.06538	17 days per year
12 years	.06923	18 days per year
13 years	.07308	19 days per year
14 years	.07692	20 days per year
15 years	.08077	21 days per year
16 years	.08462	22 days per year
17 years	.08846	23 days per year
18 years	.09231	24 days per year
19 years	.09615	25 days per year

All nurses who have completed nineteen (19) years or more of employment at Prosser Public Hospital District are entitled to twenty-five (25) days annually. A maximum of fifteen (15) vacation days may be taken at one time.

Vacation pay shall be the amount that the nurse would have earned had the nurse worked during the vacation period at the nurse's regular rate on his/her regular shift, including shift differential, and excluding weekend premium.

Vacation for regularly scheduled part-time employees shall be prorated according to hours worked.

Subject to the concurrence of Nursing Administration, accrued vacation may be taken at any time after the ninety (90) day probationary period. Subject to the concurrence of Nursing Administration, nurses may take accrued vacation in the form of payment in lieu of time off up to a maximum of pay for eighty (80) hours.

The vacation bank must have more than 120 hours to be eligible for the buy back.

Nurses may carry over a maximum of ten (10) days into the next year's vacation accrual.

14.3 Holidays. Nurses are entitled to eleven (11) paid holidays annually, as follows:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4th)	Christmas
Labor Day	Four (4) Floating Holidays

Full-time nurses will be paid for fifty-six (56) hours annually of holiday pay for the seven (7) recognized holidays, plus thirty-two (32) hours for the four (4) floating holidays, in addition to the hours worked on the holiday, up to a maximum of 88 hours annually. Part-time employees will receive holiday pay in proportion to full-time hours based upon the number of regularly scheduled hours for the position. Holiday pay shall be paid on the scheduled shift where the majority of hours fall on the calendar date of the holiday.

Nurses who do not work on a holiday, will be paid at their regular rate for the holiday. A full-time nurse will receive eight (8) hours of pay; a part-time nurse will receive pro-rated hours based upon his/her regular schedule. A nurse who works innovative shifts would receive holiday pay for the number of hours in their holiday bank for that holiday, to a maximum of fifty-six (56) hours annually for recognized holidays (excluding floating holidays) and prorated for part-time nurses based on hours approved for the position.

Except for floating holidays, nurses may trade holiday pay for another day off that is agreed on by the Employer/employee. Payment for holidays will be made in the pay period in which the holiday is taken or thirty (30) days after the holiday, whichever occurs first.

It is explicitly agreed that holiday work will be rotated among nurses. To be entitled to holiday pay, the employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless excused by the Department Manager.

14.3.1 Holiday Pay Interpretation: The interpretation of holiday pay shall be as follows: RNs and LPNs working on a holiday shall be paid one and one-half times (1 ½) their hourly rate, In addition they shall be credited with eight (8) hours of holiday hours towards their bank of holiday hours or pro-rated based on FTE.

- 14.4 Sick Leave. Any nurse using sick leave must notify the department two (2) hours prior to the start of their shift unless illness/accident prevents such notification. Any employee who is off work due to illness in excess of three (3) work days, or less if sick leave abuse is an issue, may be required to provide a doctor's verification of the illness as well as the doctor's approval to return to work.

Sick Leave Policy for Employees: Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave.

Sick leave for regular full-time and regular part-time nurses shall accrue at a rate proportionate to the actual hours worked up to a maximum of eight (8) hours per month from the date of hire. Sick leave shall be from the first day of illness, but no sick leave shall be paid during the first ninety (90) days of employment.

Sick leave may be accumulated up to a maximum of ninety (90) days. Nurses with sick leave accumulated in excess of sixty (60) days may exchange accumulated sick leave days for additional compensation at the rate of one (1) day at the nurse's then regular hourly wage or one (1) vacation day for each three (3) days of accumulated sick leave in excess of sixty (60). Nurses may exchange sick leave days for additional compensation or vacation day(s) one (1) time in any twelve (12) month period. Such exchange shall be with input from the employee.

Accrued sick leave shall be paid as additional compensation to a nurse who, with proper notice, voluntarily terminates or retires after twenty (20) years of continuous employment at the rate of one (1) day at his/her regular hourly wage for each three (3) days of accrued sick leave.

Nurses with regular part-time status may use sick time to the extent it has been accrued.

Time loss under the Family Medical Leave Act is inclusive of sick leave and vacation leave. Employees must use sick leave and vacation leave before becoming eligible to use FMLA leave without pay.

Sick leave may be accumulated up to a maximum of ninety (90) days. Nurses with sick leave accumulated in excess of sixty (60) days may exchange accumulated sick leave days for additional compensation at the rate of one (1) day

at the nurse's then regular hourly wage or one (1) vacation day for each three (3) days of accumulated sick leave in excess of sixty (60). Nurses may exchange sick leave days for additional compensation or vacation day(s) one (1) time in any twelve (12) month period. Such exchange shall be with input from the employee.

Accrued sick leave shall be paid as additional compensation to a nurse who, with proper notice, voluntarily terminates or retires after twenty (20) years of continuous employment at the rate of one (1) day at his/her regular hourly wage for each three (3) days of accrued sick leave.

Nurses with regular part-time status may use sick time to the extent it has been accrued.

Time loss under the Family Medical Leave Act is inclusive of sick leave and vacation leave. Employees must use sick leave and vacation leave before becoming eligible to use FMLA leave without pay.

14.5 Bereavement Leave

1. Regular employees may take up to twenty-four (24) hours off their regularly scheduled hours at their hourly wage each calendar year in the event of death of an immediate family member. The employee is eligible for Bereavement Leave on the date of death.
2. Additional leave may be granted at the discretion of the Employer. The employee may choose to use accrued vacation, personal leave, or leave without pay.
3. For the purpose of this article only, "immediate family" includes spouse, parent, grandparent, brother, sister, child or grandchild of the employee, and the employee's spouse.

14.6 Family Care Act Provisions. Earned sick leave with pay may be taken for the following reasons:

- a) Illness or injury that incapacitates the employee to the extent that he/she is unable to perform his work.
- b) Doctor, dental, and optical appointments for treatment including laboratory work associated with the actual appointments.
- c) Care for a child/children of the employee with a health condition that requires treatment or supervision. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in

place of) who is:

- i.) Under eighteen (18) years of age; or
 - ii.) Eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
- d) Care of a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition (Family Care Act RCW 49.12.270, WAC Chapter 296-130).

ARTICLE 15 - VACANCIES

- 15.1 If the Nursing Administration determines that a job vacancy should be filled, the administration will post vacant positions. The posting period will normally be five (5) calendar days. In an emergency, the Employer can assign a temporary employee.
- 15.2 Applications for vacant nursing positions must be in writing and timely submitted. If the administration determines that the applicant's skills and abilities are equal, then the most senior qualified nurse will be given preference; provided, however, these provisions do not preclude the Employer from seeking outside applications if the administration determines there is a need based on qualifications to bring in outside applicants to get the best qualified person for the job opening.

ARTICLE 16 - INDUSTRIAL INSURANCE

- 16.1 For a period of absence from work due to injury or occupational disease resulting from employment, the employee shall file an application for workers' compensation in accordance with State Law.
- 16.2 If the employee has accumulated sick leave or vacation leave, the Employer shall pay the difference between his loss compensation and his full regular salary unless the employee elects not to use his sick leave or vacation leave, provided that it is the responsibility of the Employer to make available a written explanation of such elective.
- 16.3 Should an employee receive workers' compensation for time loss and he also receives sick leave compensation, his sick leave accrual will be reduced by the total number of hours he was on sick leave minus the number of hours at his hourly rate for which he/she is paid from a workers' compensation fund, on an hour-for-hour basis.

- 16.4 Until eligibility for workers' compensation is determined, the Employer may pay full sick leave, provided that the employee shall return any subsequent overpayment to the Employer.
- 16.5 Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence.
- 16.6 Nothing herein pertains to permanent disability award.
- 16.7 If an employee has no sick leave accumulated or runs out of sick leave, the word "vacation" may be substituted for sick leave above.

ARTICLE 17 - ACCIDENTS TO EMPLOYEES

- 17.1 Accidents occurring while on duty MUST be reported to the charge nurse immediately. An accident report must be filled out on the day of the accident, and the employee must report to the emergency room at the time of the injury for documentation and/or treatment.

ARTICLE 18 - SEPARATION FROM EMPLOYMENT

- 18.1 A nurse terminated without cause except for probationary employees and who have not been provided two (2) weeks written notice will be provided forty (40) hours severance pay. A terminated with cause is not entitled to any severance pay.
- 18.2 The administration may provide a letter of recommendation for a nurse who has been terminated without cause except for probationary employees. Such determination is dependent on the record of the employee.
- 18.3 An exit interview with personnel may be granted when requested by the Hospital or the affected nurse.

ARTICLE 19 - HOSPITAL PLANS

- 19.1 The Employer insurance premium contributions shall be as follows:
1. Employees working sixty (60) to eighty (80) hours per pay period, will be eligible for 80% Employer contribution the first year of the plan and 100% Employer contribution the second year of the plan for the single coverage premium.

2. Employees working forty (40) to fifty-nine (59) hours per pay period will be eligible for 50% Employer contribution towards the plans with 50% being paid by the employee by payroll deduction
- 19.2 The Employer shall pay the percentages of premiums for the employee's coverage in the health and accident policy as set forth in Section 19.1. Should more than one policy be available to the employee, the Employer will pay the percentage of the premium of the lowest premium plan subject to the provisions of Section 19.1.
- 19.3 The life insurance plan provides each regular status employee with life insurance for his/her family during the period of employment.
- 19.4 The Employer shall pay a percentage of the dental premium for the employee only in accordance with Section 19.1.
- 19.5 The Employer shall provide a vision care plan for employees and pay a percentage of the monthly premium in accordance with Section 19.1. Plan participation is mandatory for bargaining unit members.
- 19.6 The Hospital may, at its discretion, offer different insurance and savings plans for employee participation.
- 19.7 The Employer reserves the right to modify insurance plans to stabilize premiums at current levels subject to providing the Union and employees sixty (60) days notification prior to implementation.
- 19.8 The Employer and the Union agree to establish an Insurance Advisory Committee of twelve (12) persons: four (4) assigned by management and four (4) from SEIU District 1199NW and four (4) from ASCME Union Local 874-H. The purpose of the Insurance Advisory Committee is to explore and research insurance alternatives and to make recommendations to management. The committee does not have the authority to bind in any way either party to this agreement. None of the provisions of this section or any of the explorations, research and recommendations as provided for in this section are subject to the grievance procedure in this contract.

ARTICLE 20 - SENIORITY

- 20.1 No employee shall acquire any seniority until he has completed the appropriate probationary period of one hundred eighty (180) calendar days. When an employee has completed the probationary period, seniority shall date from date of most recent hire. Provided, however, employees who are laid off due to a reduction in force and are subsequently rehired within a twelve (12) month period

shall be credited for all past service for seniority purposes.

- 20.2 Seniority for layoff and recall purposes is based on time within a particular classification or category of employee. Seniority for benefit accrual purposes shall mean length of continuous service in the Bargaining Unit.
- 20.3 An employee shall lose all seniority rights and employment shall cease for any of the following reasons:
1. Voluntary resignation;
 2. Discharge for just cause;
 3. Failure to report for work at the end of an authorized leave of absence;
 4. Failure to report for work within four (4) calendar days after the Employer deposits written notice of recall from layoff by Certified Mail in the United States Post Office addressed to the last known address, unless an extension is approved by the supervisor;
 5. Absence due to sickness or accidents where the employee does not report for work or does not notify the Employer regarding the sickness or accident and the approximate date of return;
 6. Layoff for a period in excess of twelve (12) months.

ARTICLE 21 - LAYOFFS AND RECALL

- 21.1 The Employer has the right to determine if and when a layoff is necessary. Normally, layoffs are due to revenue shortfalls, cutbacks in funding sources, reductions in reimbursement formula or criteria, lack of work, reorganizations, reprioritization of services by management, lack of money and/or the necessity to downsize to compete. The Employer's determination of the need for layoffs is final and binding on all parties. The Employer has the right to decide which category(ies) of employees will be laid off. Categories will be based on the job classification article in this contract. If the competency, skill, training, and employment record is equal as determined by the Employer amongst the employees in the category scheduled for layoff then seniority shall prevail. If the Employer elects to deviate from seniority because of questions about competency, skill, training and employment record it will notify the Union of this situation and will provide the Union with an opportunity to provide input.
- 21.2 Employees laid off will be put on a recall list for one (1) year. Laid off employees

will be provided an opportunity to return to work when positions become available for which they are qualified. Laid off employees must keep the Employer informed of their address so that the Employer can notify them.

- 21.3 Notice of Layoff. Prior to the announcement or notice of layoff to the nurse(s), the Hospital shall notify the Union of the layoff. Thirty (30) days' advance notice of layoff (or pay in lieu thereof) will be given to nurses subject to layoff, except for unforeseeable conditions beyond the Employer's control. For layoff purposes, the cutoff date for determining seniority shall be the end of the pay period immediately before the announcement of layoff. Upon request, the parties will meet for the purpose of discussing the layoff.

ARTICLE 22 - DISCIPLINE AND SEVERANCE

- 22.1 The Employer has the right to discipline any employee based on the following disciplinary actions:
1. Oral reprimand
 2. Written reprimand
 3. Suspension without Pay
 4. Discharge or Termination

It is important that standards of conduct be established for any organization and that employees who violate these standards be disciplined. In order to insure that discipline is administered fairly and consistently, the Progressive Discipline process will be followed except for serious misconduct that will warrant more serious discipline subject to the provisions within this Article.

The Employer has the right to implement the above disciplinary actions based upon the seriousness of the affected employee's conduct as determined by the Employer. The above enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove. In other words, the Employer may implement disciplinary action by way of a written reprimand coupled with a suspension without pay or the Employer may determine the cause is of such a serious nature as to warrant a different combination of disciplinary actions. Disciplinary actions do not have to be taken in order of increasing severity from oral reprimand to discharge based on the seriousness of the incident.

- 22.2 Just Cause for the disciplinary action referenced in Section 22.1 above is inclusive of but not limited to:
1. Neglect of duty (i.e. violation of patient rights);
 2. Insubordination (i.e. refusal or failure to obey supervisor, in work related instructions or directives, etc.);

3. Conviction of a crime which may affect work performance;
4. Improper performance or failure to perform;
5. Misconduct;
6. Violation of rules or regulations (whether written or oral);
7. Unauthorized use of equipment;
8. Abuse of sick leave (i.e. usage indicating a pattern or misrepresentation of illness);
9. Falsification of reports and/or records;
10. Solicitation and/or acceptance of personal gifts or gratuities;
11. Communication and/or conveyance of any information and/or data which is privileged and/or confidential regarding patient information and/or doctor-patient privileged information and/or Employer privileged/confidential information relating to Employer operations;
12. Sexual harassment;
13. Unauthorized handling, possession, use of or the presence of alcohol, legal or illegal drugs and/or any other controlled substances while on Employer property as provided below;
14. Possession and/or use of any firearm, knife or other instrument which could be considered or could be perceived as a weapon while on Employer property;
15. Theft;
16. Willful damage to Employer property;
17. Recklessness/ Carelessness: Behavior which is disruptive to the work environment or to patient care which lacks caution and consideration for consequences and results in harm;
18. Violation of any of the State Nurses and Licensed Practical Nurses rules, regulations, statutes, WAC's and any other regulations and procedures applicable to RNs and LPNs by the State authorities;
19. And all such other just causes as reflected in applicable statutory, case law and/or arbitration case law.

22.3 The Employer has the right to implement progressive discipline.

22.4 The Employer has the right to suspend without pay an employee for just cause for up to a maximum period of thirty (30) working days for each cause. In the event the Employer determines that a suspension without pay may be the appropriate disciplinary action, the Employer will provide, in writing, a brief description of the cause and the circumstances from the Employer's perspective to the employee and the Union representative or Shop Steward. The employee and his/her representative will be provided an opportunity to provide to the Employer their perspective of the cause. The Union and the Employer will mutually agree to either a pre-disciplinary meeting or a written response. The Employer will notify the Union representative or Shop Steward and the employee of the time line for

the meeting or written response. Thereafter, the Employer will issue the disciplinary action it determines to be appropriate.

- 22.5 The Employer has the right to discharge or terminate an employee for just cause which the Employer believes to be of a serious nature. Prior to the implementation of a discharge or termination, the Employer shall provide the Union or Shop Steward and the employee with a brief description of the causes and circumstances involved with the potentially dischargeable cause. The Union representative or Shop Steward and the employee will be provided an opportunity to present their perspective of the case(s) and/or circumstances prior to the Employer determining whether or not discharge or termination is appropriate. The Union and employee's explanation shall occur at a pre-disciplinary action meeting to be established by the Employer. Thereafter, the Employer will investigate and make a determination as to whether or not discharge or termination is appropriate.
- 22.6 The Employer will provide copies of disciplinary action inclusive of written reprimands and suspension without pay to the Union representative. Notations of oral reprimands in the employee's personnel file shall be permitted and the employee will be informed of said notations. The notation will generally provide for the date, time and a brief description of the oral reprimand. All management personnel may initiate disciplinary action subject to the provisions of this Agreement.
- 22.7 Personnel files/references to disciplinary actions are subject to the following:
1. Written reprimands shall remain in the personnel file for a period of twelve (12) months from the date of the last disciplinary action. If there exists another written reprimand within the twelve (12) month period then all written reprimands will remain in the employee's personnel file for twenty-four (24) months from the latest written reprimand regardless of whether such reprimands are for similar or dissimilar causes. NOTE: Any written reprimands relating to patient rights violations shall be maintained in the personnel file for the applicable statutory time (i.e., Statute of Limitations) and shall be considered for discipline purposes.
 2. Suspensions without pay will remain in the employee's personnel file on a permanent basis.
 3. Discharge or termination shall remain in the employee's personnel file permanently.
- 22.8 Where an employee is requested to attend a meeting with management for disciplinary reason, said employee shall have the right to have a Union representative present at their request.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.1 A grievance shall be defined as a dispute or disagreement involving the interpretation, application or alleged violation of a specific provision of this Collective Bargaining Agreement.
- 23.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed to in writing.
- 23.3 No grievance shall be valid unless it is timely submitted at Step 1. If the grievance is not presented within ten (10) working days from its occurrence or knowledge of its occurrence said grievance shall be waived and forever lost. For purposes of the essential time limitation of ten (10) working days, this is to be defined as ten (10) working days, Monday through Friday.
- 23.4 The grievance shall be in written form and shall include the following:
1. A specific statement of the grievance and relevant facts; and,
 2. The specific provisions of the Agreement allegedly violated; and,
 3. The specific remedy sought.
- 23.5 The grievance steps shall be as follows:

STEP 1:

The aggrieved employee shall submit in writing within ten (10) working days of the occurrence his/her grievance to his/her supervisor. The supervisor shall respond within ten (10) working days from the date of receipt of the grievance.

STEP 2:

If the grievance has not been satisfactorily resolved at Step 1 then the party initiating the grievance and the Union's Labor Relations Specialist shall, within ten (10) working days of the due date of the response file a written appeal to Step 2.

STEP 3:

If either party is dissatisfied with the response of the other party, the Union or the Employer may refer the grievance to final and binding arbitration. The Union or Employer may notify the other party in writing of submission to arbitration only if said notification is received by the other party within fifteen (15) working days from the date of the response in Step 2 or within fifteen (15) working days from the date of receipt of the timely response. Subject to timely notice, the parties will

select an arbitrator to hear and determine the grievance. The parties will attempt to mutually agree upon a neutral arbitrator within the first fifteen (15) working days after submission to arbitration. If the parties are unable to mutually agree then the parties shall request a list of eleven (11) names from the State Public Employees Relations Commission (PERC). The parties shall utilize the traditional striking of names methodology for selection of the neutral arbitrator. A coin will be flipped in order to determine who strikes the first name.

The arbitrator will meet and hear the matter at a date to be mutually agreed upon by and between the parties and the arbitrator. A decision shall be reached within a reasonable period of time after the arbitration proceedings and after post arbitration briefs are applicable.

The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms and/or provisions of this Agreement. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union. The arbitrator shall be jurisdictionally limited to deciding the issue raised at Step 1 of the grievance procedure. The arbitrator shall not have the authority to decide additions, variations and/or subsequent grievances beyond the matter raised in Step 1. The arbitrator shall not have the authority to award punitive damages.

Each party shall bear one half (1/2) the expenses of the arbitrator. Each party shall be responsible for paying the expenses for their own representatives.

ARTICLE 24 - GENERAL PROVISIONS

- 24.1 Employees terminating their employment shall provide fourteen (14) calendar days notice, in writing, to the Employer. Failure to provide written notice in the specified time frame will result in forfeiture of accrued benefits and may make the employee ineligible for rehire. No sick leave may be utilized after notification unless approved in writing by the Employer.
- 24.2 Union Business/Employee Time: Use of employee work time to conduct, and/or engage in any Union activities could result in disciplinary action as set forth in Article 22.
- 24.3 The Employer will provide relevant employment policies and procedures, whether written or verbal, developed by the Employer or changes in existing policies and procedures, to the employees and the Union, either in writing for written policies or verbally in oral policies, prior to their effectiveness, unless the Employer was not provided sufficient notification to properly implement such policy or

procedure prior to the effective date required by any Federal or State agency.

- 24.4 Wherever the terms "input" or "discussion" are used referring to the Union, nurses or employees, "input" or "discussion" does not create an obligation by the Employer to bargain about the decision and its effects.

ARTICLE 25 - PROFESSIONAL MEETINGS

- 25.1. Nurses attending scheduled meetings, such as in-service programs or nursing staff, shall be paid their regular hourly wage for one (1) hour unless attendance puts the nurse over forty (40) hours for the work week. Nurses attending mandatory staff meetings or mandatory in-services beyond their shift shall be paid premium pay of one and one-half (1-1/2) their hourly wage or overtime if he/she exceeds the overtime threshold in accordance with FLSA for the number of hours needed to attend a mandatory meeting.
- 25.2 Unless notice of meetings is posted one (1) week in advance, a meeting shall not be considered mandatory.
- 25.3 If a scheduled meeting is canceled and an off-duty nurse shows up for the meeting, the nurse shall be paid for one (1) hour at his/her regular hourly wage unless a witnessed attempt to notify the nurse of the cancellation has been made.
- 25.4 Nurses are expected to attend a majority of scheduled meetings.
- 25.5 Nurses shall be eligible for up to five (5) days per calendar year of off-campus continuing education at the sole expense of Hospital as follows:
1. The number of eligible days shall be determined by dividing hours worked by full-time equivalent hours and multiplying the quotient by five (5).
 2. The continuing education must be approved by Nursing Administration. Nursing Administration shall approve continuing education if the requesting nurse can demonstrate that attendance will be of equal benefit to both the Hospital and him/her.
 3. A request for continuing education must be submitted in writing to Nursing Administration at least three (3) weeks in advance of the program. Nursing Administration must reply to employees within one (1) week of request by written approval or denial.
 4. Over the last calendar year the requesting nurse must have attended:

- a) At least sixty percent (60%) of all voluntary meetings or in-services, and
 - b) At least ninety percent (90%) of all mandatory meetings or in-services.
5. Normally, continuing education will not be provided to nurses until said nurses have satisfactorily completed the orientation checklist as determined by the Employer, unless the education is part of the Departmental orientation requirements of the Employer.

ARTICLE 26 - SAVINGS CLAUSE

- 26.1 If an Article or Section of the Agreement is held to be unlawful or unenforceable by court of competent jurisdiction, such judicial decision shall apply only to the specific provision involved. The remainder of the Agreement shall not be affected thereby and the parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

ARTICLE 27 - TERM OF AGREEMENT

27.1 This agreement shall be effective upon July 1, 2006 and shall continue in effect until June 30, 2009, and shall continue in full force and effect from year to year thereafter unless notice has been given in writing, ninety (90) day prior to June 30, 2009 or any anniversary date thereafter by either party, that this Agreement is to be amended or terminated.

Agreed this _____ day of March, 2007.

IN WITNESS THEREOF, The parties hereto have executed this Agreement in duplicate original this _____ day of _____, 2007.

Date Signed: _____

Date Signed: _____

PROSSER PUBLIC HOSPITAL DISTRICT

Service Employees International
Union District 1199NW

James Tavery
Chief Executive Officer

Diane Sosne, President

John Schroeder, President

Emily Van Bronkhorst, Executive
Vice President

PROSSER MEMORIAL HOSPITAL

SEIU 1199NW Wage Scale

Effective JANUARY 1, 2007

STEP/EXP	RN	Clinic RN		LPN	Clinic LPN
Base	\$22.75	\$21.61		\$15.48	\$14.71
1 Year	\$23.25	\$22.09		\$15.79	\$15.00
2 Years	\$23.76	\$22.57		\$16.11	\$15.30
3 Years	\$24.28	\$23.07		\$16.43	\$15.61
4 Years	\$24.82	\$23.58		\$16.76	\$15.92
5 Years	\$25.37	\$24.10		\$17.09	\$16.24
6 Years	\$25.92	\$24.63		\$17.43	\$16.56
7 Years	\$26.49	\$25.17		\$17.78	\$16.89
8 Years	\$27.08	\$25.72		\$18.14	\$17.23
9 Years	\$27.67	\$26.29		\$18.50	\$17.58
10 Years	\$28.28	\$26.87		\$18.87	\$17.93
11 Years	\$28.90	\$27.46		\$19.25	\$18.29
12 Years	\$29.54	\$28.06		\$19.63	\$18.65
13 Years	\$30.19	\$28.68		\$20.03	\$19.02
14 Years	\$30.85	\$29.31		\$20.43	\$19.40
15 Years	\$31.53	\$29.95		\$20.83	\$19.79
16 Years	\$32.23			\$21.25	
17 Years	\$32.93			\$21.68	
18 Years	\$33.66			\$22.11	
19 Years	\$34.40			\$22.55	
20 Years	\$35.16			\$23.00	
21 Years	\$35.93			\$23.46	
22 Years	\$36.72			\$23.93	
23 Years	\$37.53			\$24.41	
24 Years	\$38.35			\$24.90	
25 Years	\$39.20			\$25.40	

PER DIEM		
Less Than 2 Years Exp:		
2+ Years Experience:	\$29.00 \$35.00	\$21.00 \$25.00

- Evening Shift Differential: \$2.25
- Night Shift Differential: \$3.00
- On Call: \$3.25
- Weekends: \$3.00
- Certification Pay: \$1.00
- Charge Duties: \$2.00