

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

Stevens Hospital

And

SEIU HEALTHCARE 1199NW

Registered Nurses

July 1, 2008 through June 30, 2011

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2008 – 2011

EMPLOYMENT AGREEMENT

By and Between

STEVENS HOSPITAL

And

SEIU HEALTHCARE 1199NW

Registered Nurses

ARTICLE 1 -RECOGNITION

This Agreement is made and entered into by and between Stevens Hospital (hereinafter referred to as the “Employer” or the “Hospital”) and SEIU Healthcare 1199NW, (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

This Agreement shall be binding upon Stevens Hospital and any successor employer.

Stevens Hospital will give the Union at least sixty (60) days’ advance written notice of its intent to sell the Hospital or any part of the Hospital’s operations covered by this Agreement that will result in the replacement of bargaining unit employees. During that sixty (60) day period, Stevens Hospital will participate with the Union in meaningful discussions of alternatives to such a sale.

No less than thirty (30) days prior to the effective date of a sale covered by the preceding paragraph, Stevens Hospital will provide the Union with a copy of all portions of the agreement with the buyer or transferee that are subject to disclosure under either the Public Records Act or the Public Employees’ Collective Bargaining Act.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing,” for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment,

become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.1.3 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

2.3 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (see Appendix A). When filed with the Employer, the authorization form will be honored in accordance with its terms. 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 Employer'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 contribution hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

2.4 Bargaining Unit Roster.

Upon the signing of this Agreement and monthly thereafter, the Employer shall by email provide to the Union a list of all employees covered by this Agreement. The list shall include names, addresses, employee identification numbers, hire dates, FTE status, classification, unit, shift, gross earnings, and hourly rates of pay for each employee and normal hours worked per pay period. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month.

2.5 Negotiations.

Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for employees participating in Union negotiations (not to exceed one [1] employee per unit), providing the employee notifies the Unit Director as soon as the employee has knowledge of future meeting dates.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises.

Duly authorized representatives of the Union may 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. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. 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 hospital.

3.2 Officers/Delegates.

The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, and shall not interfere with the work of other employees. A delegate or designee/officer will be allowed one quarter (1/4) hour of paid time at a designated time during the regularly scheduled orientation of newly employed nurses to introduce employees to the Union and the Union contract. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates, and contract committee members may use one (1) day per calendar year of their education leave/professional time to attend Union-sponsored training in leadership, representation and dispute resolution.

3.3 Bulletin Boards.

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated 'by the Employer on each unit. The Union will provide a copy of posted materials to the Vice President of Human Resources or designee at the time of posting.

3.4 Meeting Rooms

In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the unit, provided sufficient advance request for meeting facilities is coordinated as designated by the Human Resources Department and space is available.

ARTICLE 4 - DEFINITIONS

4.1 Resident Nurse.

A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the close and direct supervision of a designated preceptor(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended in writing for an additional three (3) months when mutually agreed to by the Employer and individual nurse involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be compensated at the staff nurse rate of pay. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

4.2 Staff Nurse.

A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Director of Nursing Service shall be classified as a staff nurse for starting pay purposes.

4.3 Charge Nurse.

A registered nurse who is assigned by the Employer the responsibility for an organized unit. The definition of an "organized unit" shall be defined by the Employer. A charge nurse shall use his/her professional judgment to recognize when it is appropriate or necessary to take on patients, based on patient needs and nurse competency, subject to review and modification by the unit manager.

4.4 Preceptor.

A preceptor is an experienced staff nurse who has completed the Hospital's preceptor training course and who is proficient in clinical teaching and who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a nurse enrolled in a defined program, the parameters of which have been set forth in writing by the

Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate under the direction of the designated preceptor(s) in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

4.5 Full-Time Nurse.

A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

4.6 Part-Time Nurse.

A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.7 Per Diem Nurse.

A nurse employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem nurses may be scheduled on an on call basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for standby pay, callback pay, shift differentials, certification pay and weekend premium pay. Per diem nurses are not eligible for any benefits provided for in this Agreement. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Per diem nurses may be pre-scheduled for a shift only after regularly scheduled nurses assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem nurses will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions. In the event of low census, per diem nurses will be cancelled in accordance with Section 6.12, Low Census.

4.8 Probationary Nurse.

A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate.

4.9 Length of Service.

For purposes of this Agreement and the method of computing sick leave, annual leave, seniority, and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.3 hours of work, and a “year” shall be defined as 2080 hours of work. Low census hours shall count toward the accrual of benefits and seniority. For purposes of computing longevity (wage) increments and annual leave progression steps, a “year” shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

4.10 Regular Rate of Pay.

The regular rate of pay shall be defined for contract purposes as the nurse’s hourly wage rate, shift differential (if applicable), and certification pay.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity.

The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.2 Notice of Resignation.

Nurses shall be required to give at least fourteen (14) days’ written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge.

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

(b) If the nurse receives no disciplinary action for one (1) year after receiving a verbal or written warning, the nurse may request, in writing, that the Employer not consider that warning for any further action. The Employer shall advise the nurse in writing whether the request is granted, and if declined, the reasons for being declined. The decision of whether to grant or decline the request shall be at the sole discretion of the Employer. This subparagraph shall not apply to final warnings.

5.4 Personnel File.

Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request.

5.5 Floating.

The Employer retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Volunteers will be sought first when floating is necessary, but if there are insufficient volunteers, floating will be rotated equitably with the least senior nurse floated first, subject to skill, competence, ability and other patient care considerations, in the opinion of the Employer. All nurses floating will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. -

Floating assignments will be confined to designated clinical groupings, except as follows:

(a) where a nurse has been voluntarily cross trained or otherwise demonstrated competencies in an area outside the designated clinical grouping; or

(b) on a voluntary basis, where the nurse is being asked only to perform basic nursing functions and not those tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. The nurse will be paid a premium of \$5.00 per hour for all work time spent floating outside the clinical grouping when exception (a) or (b) is used.

The Employer will make a good faith effort not to assign float nurses as charge.

After the Nurse Staffing Committee completes its primary function, it will review and re-designate clinical groupings for the purpose of floating.

Nurses assigned to the Nurse Float Pool shall be paid a premium of \$5.00 per hour above their base wage rate for all hours worked.

5.6 Evaluations.

All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills and competencies of the nurse and for improving and recognizing the nurse's performance. At the nurse's option, the nurse may submit a self-evaluation. However, in the future, if the Employer requires all

employees to complete a self-evaluation, all nurses shall also participate. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. A peer evaluation format may be developed in addition to supervisory evaluation on a unit-by-unit basis utilizing input by the nursing staff.

5.7 Communication.

Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

5.8 Job Openings.

When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. In no event shall the transfer not be made within ninety (90) days after the ending date of the currently posted schedule. Transfers within the unit will be given preference in filling job openings. Notice of job openings shall be posted on the Human Resources bulletin boards and on each unit for seven (7) days in advance of filling where possible. To be considered for such job opening, a nurse must indicate such interest to the Employer in writing. A nurse shall not be eligible for transfer if (a) he/she has been transferred at the nurse's request within the last six (6) months; or (b) is within the probationary period. The Employer, at its discretion, may waive these requirements based on patient care needs and shall notify the Union when it does so. Notice of filling will be posted.

5.8.1 It would be the intent of the Employer that ongoing increased hours of work on a specific unit and shift that are not the result of temporary leaves, scheduling requests for time off, or temporary increases in patient volume or acuity would be made available for current staff on the specific unit and shift to increase their FTE in accordance with Section 5.8. If such ongoing increased hours of work persist for a period in excess of three (3) months, a nurse may request in writing to the Vice President of Human Resources or designee that these hours be posted. The Vice President of Human Resources or designee will determine the appropriateness of the request based on the above criteria and respond within fourteen (14) days of the request for review.

5.9 Additional Hours.

Nurses desiring to work additional shifts shall notify the unit supervisor in writing indicating their availability. Part-time nurses will be given priority for additional shift assignments.

5.10 Parking.

On-call nurses shall be provided parking within close proximity to the Hospital.

5.11 Contracting Out.

- 5.11.1. At the time of ratification of this Agreement, it is understood that the Employer has no plan to subcontract any bargaining unit work.
- 5.11.2. The Employer will give the Union one hundred and eighty (180) days' advance written notice of its intent to subcontract, sell or transfer any departments of the hospital which would affect bargaining unit employees.
- 5.11.3. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting. During the one hundred and twenty (120) day period after the Employer's notice, the Employer will meet and confer with the Union to discuss the implications of the decision and consider any alternatives the Union may present. The Employer shall meet and confer with the Union and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to the reason, need, financial impact, affected work, and employees, reasonable alternatives considered, and other relevant factors as may be requested by the Union.
- 5.11.4. The good faith discussion of options and needs will include, but are not limited to
- a) Union proposed options and reasonable alternatives that could meet the Employer's primary business needs;
 - b) Potential options with subcontractor that could enable hiring of affected Stevens employees in order of seniority to perform the work;
 - c) Potential options with subcontractor related to union recognition.
- 5.11.5. Such discussions will be concluded within one hundred and twenty (120) days from the date the Hospital advises the Union of the proposed subcontracting.
- 5.11.6. The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

5.12 Cross Training

The Employer and Union mutually agree that a collaborative problem solving approach to cross training and related staffing issues is of mutual benefit to all departments and encourage working together towards innovative solutions to the challenges providing quality healthcare.

ARTICLE 6 - SENIORITY-LAYOFF-LOW CENSUS

6.1 Definition.

Seniority shall mean a nurse's continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

6.2 Layoff Defined.

A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital. Twenty-one (21) days' advance notice of layoff (or pay in lieu thereof to the nurse, prorated for part-time employees) will be given to the Union and to nurses subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those nurses on the units affected by the layoff. Open (vacant) positions within a clinical group affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency/traveler nurses and probationary nurses within the affected clinical group will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer.

6.2.1 If a reduction in staffing is needed, a layoff by unit and shift will be considered by the Employer before a unit, department or facility-wide reduction in hours occurs under 7.11, Change in FTE Status.

6.3 Unit Layoff.

If a unit layoff is determined by the Employer to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff. The nurse(s) designated for layoff on that shift may displace the position (FTE) of the least senior nurse(s) on another shift on that unit, providing the nurse displaced on the other shift has less seniority. Any nurse subject to layoff will be given the opportunity to select another position from a listing of vacant positions within the Hospital for which the nurse is qualified or, if eligible, a position from the Low Seniority Roster (6.6) providing the nurse is qualified for the position (6.7) in the opinion of the Employer.

6.4 Unit Merger and/or Restructure.

In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will meet with the nurses of the affected unit(s) to discuss the reconfiguration of the FTEs on the unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10)

days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff or select a position from a listing of vacant positions within the Hospital for which the nurse is qualified or, if eligible, select a position from the Low Seniority Roster (6.6), providing the nurse is qualified for the position (6.7) in the opinion of the Employer.

6.5 Unit Closure.

If a unit is closed, a listing of vacant positions within the Hospital and, if applicable, the Low Seniority Roster (6.6) will be posted on the unit for at least ten (10) days. At the end of that ten (10) day period, nurses may elect voluntary layoff, or, in the order of their seniority, shall be allowed to select a position from the list of vacant positions for which the nurse is qualified or, if eligible, a position from the Low Seniority Roster (6.6), providing the nurse is qualified (6.7) in the opinion of the Employer.

6.6 Low Seniority Roster.

The "Low Seniority Roster" shall be a listing of the fifteen (15) least senior regular full-time or part-time nurses of the bargaining unit. The listing shall include unit, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff without further notice. In the event a layoff exceeds the number of nurses appearing on the Low Seniority Roster, then the number of nurses on the Low Seniority Roster will increase to equal the number of nurses being laid off.

6.7 Orientation.

A nurse will be considered eligible for a vacant position or to select a position from the Low Seniority Roster, if in the Employer's opinion, the nurse can become oriented/trained to the vacant position or a position from the Low Seniority Roster within four (4) weeks. If the nurse has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria within four (4) weeks, the nurse will be subject to layoff.

6.7.1 The Employer will not change existing job requirements for a position without giving the nurse reasonable opportunity to retrain to meet those new requirements.

6.8 Rosters.

If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy provided to the Union, together with the Low Seniority Roster (6.6) and a listing of any vacant positions. The listing shall include unit, employment status (FTE) and shift.

6.9 Recall.

Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. On a weekly basis, the Employer will send a listing of all open positions to nurses on the recall roster. To be considered for the open positions, the nurse must notify the Employer by the date and time specified on the notice. Vacant positions shall be available to nurses on a seniority basis, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, in the following order:

- (a) Currently employed full and part-time nurses may take a position pursuant to the job opening procedure (5.8) provided they vacate their current position. Any nurse subject to an involuntary reduction in their FTE may expand their hours up to their prior FTE for hours that become available, providing there is no conflict between their current schedule and the schedule related to the additional hours.
- (b) Nurses on the recall roster and those per diem nurses who chose per diem in lieu of layoff. Nurses on layoff status shall be reinstated by seniority in the inverse order of layoff.
- (c) All other per diems and nurses not experiencing a reduction in their FTE who wish to pick up hours without vacating their current position provided that there is no scheduling conflict.

Any recall of nurses out of seniority will be communicated to the Union at the time of the recall. Acceptance of per diem work while on layoff will not adversely affect an employee's recall rights.

6.9.1 Notification to Employer. Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Hospital. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12) and fifteen (15) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.10 Termination.

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

6.11 Severance Pay.

Upon completion of the probationary period, any nurse subject to layoff may elect to voluntarily terminate employment with the Hospital and receive severance pay based on forty (40) hours' pay for each 2080 hours of service. No eligible nurse shall receive less than eighty

(80) hours nor more than three hundred twenty (320) hours' severance pay. Any nurse electing this option shall not have recall rights (6.9). The severance payment will be paid to the nurse in a lump sum.

6.12 Low Census.

Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. Prior to implementing the low census procedure, the Employer will float nurses to other areas of the Hospital if the need exists. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all nurses on a shift starting with the least senior nurse first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

6.12.1 During temporary periods of low census, nurses on a unit and shift will be released from work in the following order:

- (a) Agency,
- (b) Nurses working on overtime,
- (c) Volunteers,
- (d) Per diem nurses,
- (e) Nurses scheduled to work extra shifts above their FTE, and
- (f) Regular full-time and part-time nurses as provided for in Section 6.12.

This procedure may not apply to preceptor assignments or charge/relief charge assignments where coverage is necessary.

6.12.2 Low Census Fund. If there are insufficient volunteers, the Employer will assign other nursing-related duties, skill development or cross training consistent with organizational and, patient care needs as determined by the Employer, to regular full-time and part-time nurses working their regular schedule, up to a maximum of 125 shifts (1000 hours) per calendar year. Where low census shifts exceed 125 shifts (1000 hours) on a Hospital-wide basis within a calendar year, then nurses will be released from work due to low census conditions as provided for in Section 6.12. Monthly low census usage reports will be presented to the Labor-Management Committee. It will be the responsibility of the Committee to develop and recommend a policy for the fair distribution of low census hours to all nursing units.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 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.

7.2 Work Period.

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

7.3 Innovative Work Schedules.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-five (45) days' advance notice to the nurse.

7.4 Work Schedules.

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Monthly work schedules shall be posted fourteen (14) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

7.5 Overtime.

Overtime shall be compensated for at the rate of one and one-half (1½) 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 the 24-hour period shall be paid at the rate of double time (2x) the nurse's regular rate of pay. Time paid for but not worked (including on-call pay and pay for educational purposes that are not required by the Employer) shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½) or double time (2x). When a nurse is eligible for both time and one-half (1½) and double time (2x) pay, the nurse shall receive the highest of the two pay rates. The overtime and double time provisions of this section shall not apply to time spent for "educational" purposes (CE days, education leave, educational offerings, etc.).

7.5.1 Prohibition of Mandatory Overtime.

(a) Preamble. The legislature of the State of Washington passed a law (SB 6675) which states as follows: "Washington state is experiencing a critical shortage of

qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care.”

(b) Mandatory Overtime Prohibited. Subject to the exceptions set forth below no nurse (subject to SB 6675) covered by this collective bargaining agreement may be required to work overtime. Attempts to compel or force nurses to work overtime are contrary to public policy. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a nurse to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the nurse.

(c) Exceptions. This section does not apply to overtime work that occurs: (1) Because of any unforeseeable emergent circumstance; (2) Because of prescheduled on-call time; (3) When the Employer documents that the Employer has used reasonable efforts to obtain staffing. An Employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (4) When a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

(d) Definitions. (1) “Prescheduled on-call time” means on-call that has been scheduled in accordance with the normal scheduling provisions of this collective bargaining agreement. (2) “Reasonable efforts” means that the Employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage: (a) seeks individuals to volunteer to work extra time from all available qualified staff who are working; (b) contacts qualified nurses who have made themselves available to work extra time; (c) seeks the use of per diem staff; and (d) seeks personnel from a contracted temporary agency. (3) “Unforeseeable emergent circumstance” means (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services. (4) “Overtime” means the hours worked in excess of an agreed upon, predetermined, regularly scheduled shift within a twenty-four (24) hour period not to exceed twelve (12) hours in a twenty-four (24) hour period or eighty (80) hours in a consecutive fourteen (14) day period.

7.6 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 (½) hour. Nurses required by the Employer to remain on duty or in the hospital 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. Subject to prior approval, meal and/or rest periods may be combined.

7.7 Report Pay.

Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1 1/2) hours in advance of the scheduled shift. It shall be the responsibility of the nurse to notify the Hospital of the employee's current address and telephone number.

7.8 Weekends.

The Employer will make a good faith effort to schedule all regular full and part-time nurses for at least every other weekend off. The availability of weekend work shall be determined by the Employer. 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 (1½) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition pursuant to this section. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends or volunteer for more frequent weekend duty. Premium pay provided for in this section shall not apply to time spent for educational purposes.

7.9 Rest Between Shifts.

In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

7.10 Shift Rotation.

Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis; subject to skill, competence and ability in the opinion of the Employer, until the staff vacancies are filled.

7.11 Change in FTE Status.

If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on that unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an

involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates.

Nurses covered by this agreement shall be paid in accordance with the following hourly wage schedule:

Staff Nurse Rate of Pay:

	<u>Effective July 1, 2008</u>	<u>Effective January 1, 2009</u>	<u>Effective July 1, 2009</u>	<u>Effective January 1, 2010</u>	<u>Effective July 1, 2010</u>	<u>Effective January 1, 2011</u>
Less than 1 year (Base)	\$24.77	25.02	25.68	25.94	26.72	26.99
Upon Completion of:						
1 year	25.78	26.04	26.73	27.00	27.81	28.09
2 years	26.85	27.12	27.84	28.12	28.96	29.25
3 years	27.88	28.16	28.91	29.20	30.07	30.37
4 years	28.99	29.28	30.06	30.36	31.27	31.58
5 years	30.06	30.36	31.17	31.48	32.42	32.75
6 years	31.19	31.50	32.34	32.66	33.64	33.98
7 years	32.27	32.59	33.46	33.79	34.81	35.16
8 years	33.35	33.68	34.58	34.93	35.97	36.33
9 years	34.41	34.75	35.68	36.04	37.12	37.49
10 years	35.55	35.91	36.86	37.23	38.35	38.73
11 years	36.08	36.44	37.41	37.78	38.92	39.31
12 years	36.60	36.97	37.95	38.33	39.48	39.87
13 years	37.34	37.71	38.72	39.10	40.28	40.68
14 years	38.04	38.42	39.44	39.84	41.03	41.44
15 years	38.79	39.18	40.22	40.62	41.84	42.26
16 years	39.37	39.76	40.82	41.23	42.47	42.89
17 years	39.94	40.34	41.41	41.83	43.08	43.51

	<u>Effective July 1, 2008</u>	<u>Effective January 1, 2009</u>	<u>Effective July 1, 2009</u>	<u>Effective January 1, 2010</u>	<u>Effective July 1, 2010</u>	<u>Effective January 1, 2011</u>
18 years	40.53	40.94	42.02	42.44	43.72	44.15
19 years	41.12	41.53	42.64	43.06	44.35	44.80
20 years	41.55	41.97	43.08	43.51	44.82	45.27
21 years	41.99	42.41	43.54	43.97	45.29	45.75
22 years	42.64	43.07	44.21	44.65	45.99	46.45
24 years	43.34	43.77	44.94	45.39	46.75	47.22
25 years	44.07	44.51	45.69	46.15	47.54	48.01
28 years	45.53	45.99	47.21	47.68	49.11	49.60

8.2 Date of Implementation.

Wage increases, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated. Longevity steps shall become effective at the beginning of the pay period closest to the date designated by contract.

8.3 Recognition for Past Experience - New Hires.

All nurses hired during the term of this Agreement shall be given credit for verified applicable nursing experience when placed on the wage scale. Applicable nursing experience shall be defined as verifiable clinical nursing experience as a registered nurse (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Director of Nursing Service. The above commitment assumes full-time employment (one [1] year = 1664 hours or 12 months, whichever is greater). Prior experience gained while working on a part-time basis will result in a pro rata adjustment to the starting pay rate, based on hours worked.

In the event an RN new hire has previous LPN experience, s/he shall receive credit based on the above definition on the basis of two (2) years of LPN experience to equal one (1) year of RN experience.

8.4 Wage Premium in Lieu of Benefits.

In lieu of all benefits except for shift differential, charge pay, preceptor pay, certification pay., callback pay, weekend premium, standby pay and longevity steps, full-time and part-time nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or within ten (10) 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 insurance coverage is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either (1) compensation plus benefits or (2) compensation 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.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential.

Nurses assigned to work the second (typically, 3-11 p.m.) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rates of pay. Nurses assigned to work the third (typically, 11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Standby Pay.

Nurses placed on standby status off hospital premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. Standby pay shall be paid in addition to callback pay. Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Nurses on standby shall be provided with signal devices. Nurses who are on low census shall not be required to be on standby for that low census shift. Nurses called back to work while on standby status shall be paid shift differential for those hours worked on a second or third shift. If a nurse is placed on standby status for more than fifty (50) hours in a pay period, the standby pay for each hour over fifty (50) in the pay period shall be four dollars and seventy-five cents (\$4.75).

The Hospital and the Union share a common concern about use of on-call. Toward that end, these provisions shall apply:

No employee will be required to accept more than 140 hours of on-call per month. Employees are permitted to take a greater number of hours of on-call voluntarily, but not beyond a safe and reasonable level as determined by the manager.

When a department identifies that it is at risk of exceeding the maximum number of standby or on-call hours as described in this Section, it shall raise the situation to the Nurse Staffing Committee in a timely manner to address the problem before the maximums are exceeded. The Nurse Staffing Committee shall meet in an expeditious manner to address the problem. Employees who have already been assigned to the maximum number of on-call/standby hours (even if not actually worked yet) may also raise the situation to the Nurse Staffing Committee. The Nurse Staffing Committee shall make recommendations for addressing the problem. If the department does not implement the recommendations, the Nurse Staffing Committee shall convey the recommendations to the CEO for determination.

9.3 Callback Pay.

Any nurse called back to work after clocking out shall be compensated at the rate of time and one-half (1½) the regular rate of pay. When called back, the nurse shall receive time and one-half (1½) for a minimum of three (3) hours. Travel time to and from the hospital shall not be considered time worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

9.4 Charge Nurse Pay.

Any nurse assigned as a Charge Nurse shall receive two dollars (\$2.00) per hour over the regular rate of pay.

9.5 Preceptor Pay.

Any nurse assigned as a preceptor shall receive a premium of one dollar (\$1.00) per hour.

9.6 Weekend Premium Pay.

Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

9.7 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 (1½) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular 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.

9.8 Work on Day Off.

Full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Part-time nurses who work on a day not scheduled shall be paid at the applicable rate of pay.

9.9 Temporary Assignment.

Temporary assignment to a higher paid position for eight (8) or more consecutive hours shall be compensated at a mutually agreed upon rate of pay.

9.10 Certification Premium.

Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular

certification has been approved by the Director of Nursing, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual.

Full-time and part-time nurses shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

<u>Upon Completion of:</u> <u>(2080 hours – 1 year)</u>	<u>Annual Leave</u>
1 year	8 (+10)* days (64 + 80 hours)
2 years, 3 years	18 days (144 hours)
4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (224 hours)
12 or more years	31 days (248 hours)

* During the first year of employment, the nurse will accrue annual leave at the rate of two thirds (2/3) day per month. Upon completion of the first calendar year of employment, all annual leave accrued during the year will be credited to the nurse's annual leave account.

Note: Nurses who have selected the wage premium in lieu of benefits option (Section 8.4) shall not be eligible for annual leave benefits.

10.2 Scheduling.

Annual leave shall begin accruing the first day of employment. During the probationary period, a nurse is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, a nurse shall be eligible to take any annual leave which has accrued. All annual leave must be scheduled in advance in accordance with hospital policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. Summer annual leave applied for during the identified posting period will be granted on the basis of seniority where there are conflicting requests. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be, granted. Vacation scheduling procedures shall be a proper subject for the Staffing Committee.

10.3 Loss of Annual Leave.

Annual leave shall accumulate to a maximum of 248 hours. A nurse will not lose accrued annual leave without receiving prior written notification from the Employer, nor will a nurse lose accrued annual leave if the Employer was unable to schedule the time off.

10.4 Work on Holidays.

All full-time, part-time and per diem nurses who work on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay for all hours worked on the holiday.

10.5 Rotation of Holiday Work.

Holiday work shall be rotated by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

10.6 Payment Upon Termination.

After completion -of one (1) calendar year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those nurses who are discharged for cause.

10.7 Pay Rate.

Annual leave pay shall be paid at the nurse's regular rate of pay.

10.8 Floating Holiday.

After six (6) months of employment, one (1) floating holiday of eight (8) hours in duration shall be granted per calendar year to each full-time employee. Part-time employees shall receive prorated holiday hours based upon the employee's usual hours of work. The floating holiday will accrue separately from annual leave.

10.9 Vacation Time for Unbenefited Employees.

Nurses with FTEs who work in an unbenefited status will be eligible for unpaid annual leave in accordance with the scheduling procedures in Section 10.2 and in the amounts specified in Section 10.1 above.

ARTICLE 11 - SICK LEAVE

11.1 Accrual.

Full-time and part-time nurses who have not elected the wage premium in lieu of benefits shall accumulate sick leave (wage continuation) at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 720 hours per nurse.

11.2 Compensation.

If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. A nurse shall not be eligible to use paid sick leave during the probationary period.

11.3 Notification.

Nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

11.4 Proof of Illness.

Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge.

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Medical and Dental Insurance.

Beginning the first of the month following ninety (90) days of continuous employment, all full-time and all part-time nurses regularly scheduled to work twenty (20) or more hours per week (.5 FTE) shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital and dental insurance benefits with the nurse's premiums to be paid by the Employer. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

12.1.1 Dependent Coverage. Nurses assigned a .9 or 1.0 FTE shall be eligible to receive medical and dental insurance dependent coverage contributions paid by the Employer providing the nurse makes the following contributions (26 pay periods):

Medical/Vision/RX

Employee	0
Employee & Children	89.89

Employee & Spouse	99.84
Employee, Spouse & Children	193.78
Employee, Domestic Partner's Children	89.89
Employee & Domestic Partner	99.84
Employee, Domestic Partner & Children	193.78

Dental

Employee	0
Employee & Children	26.06
Employee & Spouse	19.27
Employee, Spouse & Children	50.88
Employee, Domestic Partner's Children	26.06
Employee & Domestic Partner	19.27
Employee, Domestic Partner & Children	50.88

The above employee contributions for full-time employees shall remain the same through June 30, 2011.

12.1.2 Medical and Dental Costs: Nurses assigned a .5 through a .8 FTE shall be eligible to receive medical and dental insurance dependent coverage contributions paid by the Employer providing the nurse makes the following contributions (26 pay periods):

Medical/Vision/RX

Employee	0
Employee & Children	194.73
Employee & Spouse	243.41
Employee, Spouse & Children	438.14
Employee, Domestic Partner's Children	194.73
Employee & Domestic Partner	243.41
Employee, Domestic Partner & Children	438.14

Dental

Employee	0
Employee & Children	26.06
Employee & Spouse	19.27
Employee, Spouse & Children	50.88
Employee, Domestic Partner's Children	26.06
Employee & Domestic Partner	19.27
Employee, Domestic Partner & Children	50.88

The above employee contributions for part-time employees shall remain the same through June 30, 2011.

12.1.3. Open enrollment will continue to occur annually.

12.1.4 The Employer agrees not to reduce the current level of medical plan benefits coverage during the calendar year. The Employer retains the right to change insurance carriers, network provider panels and third party payors and all other administrative elements as a means to control costs to the Medical Plan. The Employer may also add additional components to the wellness plans.

12.2 Workers' Compensation.

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the nurse's regular pay, but not to exceed the net earnings the employee would have normally received. The nurse must request, in writing, the supplemental payments. The calculation will be based on the nurse's assigned FIB status and regular rate of pay.

12.3 Retirement Plan.

The Employer will provide a retirement plan for regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contribution (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

12.4 Plan Changes.

In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General.

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

13.2 Maternity Leave.

A leave of absence shall be granted upon request of the nurse for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of the nurse's temporary physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time

status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during the period of disability and annual leave to the extent accrued during the maternity leave. Subject to eligibility requirements, medical insurance coverage will be continued while the nurse is in a paid status, unless coverage is provided by Family Leave, 13.3(b). Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position. Nurses on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

13.3 Family Leave.

(a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to -the date such leave commences. Except in special circumstance, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the 13th week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. This section shall also apply to the children of the nurse's domestic partner. A nurse may guarantee her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

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

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

(c) Parental Leave/Donation of Vacation Hours. In the event a nurse takes a parental leave for either the birth or adoption of a child, the nurse would be eligible to receive donated vacation hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

6.12.1 Leave Combined. A nurse may guarantee her position (same clinical grouping, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining birer maternity and parental leave. The total amount of combined maternity and parental leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

13.4 Child Care Leave.

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 13.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified consistent with the process established in Section 5.8 of this Agreement. Such leave shall not exceed one (1) year.

13.5 Health Leave.

After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave and annual leave to the extent accrued during this health leave of absence. Prior to the nurse returning from a health leave of absence, the Employer may require a statement from a licensed medical practitioner attesting to the nurse's capability to perform the work required of the position.

13.6 Use of Paid Leave for Certain Family Members.

Effective January 1, 2003, per Substitute Senate Bill 6426, nurses can use accrued sick, annual leave, or floating holiday to care for a spouse, parent, parent-in-law, or grandparent of the nurse who has a serious health condition or an emergency condition.

13.7 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 nurse's earned annual leave time.

13.8 Leave Without Pay.

Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

13.9 Leave With Pay.

Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

13.10 Return From Leave.

Unless otherwise provided: for herein, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

13.11 Jury Duty.

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

13.12 Personal Leave.

All full-time and part-time nurses shall be granted three (3) days of personal leave per year without pay upon request, providing such leave does not adversely affect patient care.

13.13 Bereavement Leave.

Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours within a ten (10) day period where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son and daughter-in-law, mother-in-law or father-in-law and domestic partner and his/her immediate family.

13.14 Sabbatical Leave.

The Employer will establish a sabbatical leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from a registered nurse's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular employment as a registered nurse with the

Employer. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) years. Nurses granted a sabbatical will receive medical, dental and life insurance benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within forty-five (45) days of returning from a sabbatical leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to the Director of Nursing and/or the nursing staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The Labor/Management Committee shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Director of Nursing Services.

13.15 Union Leave

With thirty (30) days' notice, the Union may request that one employee per calendar year be granted an unpaid union leave of absence of up to twelve (12) weeks. Unless staffing considerations preclude the leave, the Employer shall provide the leave, in increments of four (4) weeks. During the leave, the employee shall be provided with the same medical, dental and life insurance benefits consistent with their FTE level. Since the employee will not have a paycheck, the employee must make necessary arrangements to pay for dependent coverage before the premium is due. Upon expiration of the leave, the employee shall be returned to his/her position subject to the same rights as employees returning from FMLA leave. If the employee does not return from leave, the employee shall reimburse the Employer for the medical benefits provided during the leave, based on COBRA costs.

ARTICLE 14 - COMMITTEES

14.1 Labor/Management Committee.

The Employer, jointly with staff nurses selected by the Union, shall establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor /Management Committee shall be to foster improved communication between the Employer and the Nursing staff and to improve working conditions and patient and nurse satisfaction and nurse recruitment and retention. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems including patient and nurse satisfaction and nurse recruitment and retention. The Committee shall be established on a permanent basis and shall consist of not more than four (4) representatives of the Employer and not more than five (5) staff nurses. The committee representatives of the Employer and the staff nurses shall each designate a co-chair of the Committee. The Employer and the Union will have alternate representatives selected to attend in the event the primary designated representatives are unable to attend the Committee meeting. The Committee will be representative of clinical areas. Representatives on the

Labor/Management Committee may request meetings to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel, but the co-chairs, after consultation, shall determine the agenda for each meeting. The Committee shall designate one member to take minutes of the meeting, which shall be circulated to all members. The Committee shall meet not less than bi-monthly or as often as deemed necessary.

14.2 Other Nursing Committees.

Other nursing committees may be established and revised as needed. The structure of these committees shall be approved by the Labor/Management Committee. The Labor/Management Committee, in cooperation with the Union delegates, will determine the process for appointment of bargaining unit staff to Nursing Committees. If there are problems in the representation of staff on these nursing committees, the Labor/Management Committee will address such problems and develop and approve a plan for their resolution.

14.3 Health and Safety Committee.

The Hospital will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. The Committee shall include two staff nurse representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

14.4 Committees in General.

The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by the Hospital with successful results. Each committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the committee.

14.5 Compensation.

Nurses shall be compensated at their regular rate of pay for all time spent on Employer-established committees and contract committees set forth in this Article 14 when they are members of the committee, are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees, and with prior approval, for time spent in preparation and presentation of projects required by the Employer.

ARTICLE 15 - STAFF DEVELOPMENT

15.1 Orientation.

The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in 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.

15.2 Inservice Education.

A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. The functions of inservice education shall be:

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

Topics to be offered will be suggested and prioritized by the Education Committee. The objectives of inservice education shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend inservice education during off-duty hours will be paid at the regular rate of pay or overtime, if applicable. The Employer will make a good faith effort to provide contact hours for continuing education programs.

Subject to patient care needs and with appropriate advance notice, the Employer will make a good faith effort to release nurses to attend inservice and continuing education programs. On-line education is also considered continuing education.

15.3 Job Related Study.

After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service.

15.4 Approved Expenses.

When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

15.5 Paid Educational/Professional Leave Time and Education Fund.

After completion of the probationary period, nurses shall be allowed paid leave time and/or funds, in accordance with the following schedule, for education or professional purposes, providing such leave time shall be subject to scheduling requirements of the Employer. Education/Professional leave time may be used on an hourly basis and shall not be carried over from one calendar year to the next. Guidelines for use of education leave time and funds shall be developed by the Labor/Management Committee.

<u>FTE Status</u>	<u>Straight Time Hours</u>	<u>Dollars</u>
.8 – 1.0	36	300
.6 - .79	32	200
.4 - .59	24	100
.1 - .39	12	50

Any per diem nurse who has worked at least four hundred sixty (460) hours in the prior calendar year shall be eligible for a fifty dollar (\$50) continuing education expense reimbursement the following calendar year.

ARTICLE 16 - HEALTH AND SAFETY

16.1 Prevention of Back Injury.

Since back and musculoskeletal injuries are the major occupational hazard to nurses, in the interest of prevention, a special labor/management committee will be convened to ensure a prevention program is in place. The committee will be comprised of three (3) Union-appointed representatives and three (3) management-appointed representatives. The charge of the committee is to maximize the use of lift teams and mechanical lifting and transfer devices. The committee will undertake a review of current practices on all units/work areas within sixty (60) days. The committee will research state-of-the-art prevention techniques and devices and assist in implementing a state-of-the-art program within ninety (90) days of the contract effective date. The committee will evaluate and compare injury rates both pre- and post-project implementation. Once a year, the committee will report its findings to the Labor/Management Committee per Section 14.1.

16.2 Prevention of Workplace Violence.

Due to health care personnel being at increased risk of workplace violence, the Employer and the Union agree to work together to protect nurses by developing a comprehensive violence prevention program. The violence prevention program to be developed shall include nurse participation as appointed by the Union, and will include elements of hazard and risk factor identification, training, reporting, post-incident response plan and evaluation of the program.

16.3 Product Evaluation.

The Hospital's Products Evaluation Committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union appointed staff nurse.

16.4 Health Testing.

Upon employment, each employee shall be required to have a TB skin testing or chest X ray as required by the State of Washington (WISHA) at no cost to the employee. Employees shall be offered rubella, rubeola, hepatitis B testing or immunization as required by WISHA. Upon physician request, once a year, a CBC, Chem 14, urinalysis and a mammogram will be provided at no cost to the employee.

16.5 Health and Safety.

The Hospital remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employee's health and safety is documented in the Employer's Infection Control Program.

16.6 Tuberculosis Exposure Control Program.

All employees working in patient care areas will be provided annual PPD screenings. Employees in high risk areas may be screened more frequently. Any employee who is a PPD converter as a result of an occupational exposure will be referred to a Public Health physician or appropriate medical specialist for follow up, including preventive therapy at no cost to the employee.

ARTICLE 17 -- STAFFING

17.1 Staffing.

The Union and the Hospital acknowledge that changes in patient acuity, census and staff availability can happen rapidly. This variability requires mutual understanding, communication and flexibility. The nurse is responsible to prioritize the needs of patients and to seek assistance from other nurses and management. The Hospital will endeavor to provide a level of staffing consistent with safe patient care and the nurses' responsibilities under all applicable law.

17.2 Joint Labor Management Nurse Staffing Committee

To provide regular review of staffing issues, to determine staffing plans, and to comply with applicable law, including ESHB 3123, the Hospital and the Union will establish a Joint Labor Management Nurse Staffing Committee ("NSC"). The Committee will be established as soon as practicable after ratification of this Agreement by both parties.

A. Composition of NSC:

The NSC shall be comprised of ten representatives selected by the Hospital and ten full time or regular part-time staff registered nurses as follows:

- i. 1 – Psych
- ii. 1- Oncology/Med Surg
- iii. 1- Ortho/Med Surg
- iv. 1- MB/LD/SCN
- v. 1-ICU
- vi. 1-PCU/to include new 2nd floor Tele unit
- vii. 1-ED
- viii. 1- PACU/OR
- ix. 1- Outpatient services (Cath/Endo/Eye/DS/8w OP/IV Therapy)
- x. 1-Float pool

In addition, there shall be two non-voting members of the NSC who are full-time or part-time LPN's or unlicensed assistive personnel employed within the nursing department. The Union shall appoint the RN members and the two non-voting members to the NSC.

The RN members shall select a co-chair and the Hospital-selected members shall select a co-chair. The two co-chairs shall determine the agenda for NSC meetings.

The NSC will strive to make agreements through an interest-based collaborative model.

The NSC may also add two physicians to the committee, as non-voting members, selected by mutual agreement of the Nurse Staffing Committee from among the medical group affiliated with the Hospital.

Time spent by unit employees at committee meetings shall be considered work time and compensated at the appropriate rate of pay. Nurse Staffing Committee members shall be relieved of all other work duties during meetings of the committee.

B. Duties of NSC:

1. The NSC shall develop and oversee an annual patient care unit and shift-based nurse staffing plan prior to January 1 of each year.

In developing the nurse staffing plan, the NSC shall consider:

- a. census, including activity such as transfers, admission and discharges;
- b. level of intensity of patients and nature of care to be delivered on each shift;
- c. skill mix;

- d. level of experience and specialty certification or training of nursing personnel providing care
- e. need for specialized or intensive equipment;
- f. the architecture and geography of the patient care unit;
- g. staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
- h. Hospital finances and resources;
- i. other factors determined as relevant by the NSC.

2. Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital.

3. Review, assessment, and response to staffing concerns presented to the committee.

4. Provide in-service training to nursing units about the activities and outcomes of the NSC.

5. Other responsibilities assigned to the NSC by this Agreement.

6. Beginning September 15, 2008, the NSC will meet weekly until the staffing plan for 2009 is developed. Thereafter, the NSC shall determine its meeting schedule, which shall be at least monthly.

C. Staffing Plan

Once the NSC produces the annual staffing plan, it shall be forwarded to the Hospital's chief nursing officer and chief executive officer. If the NSC's staffing plan is not adopted by the Hospital, the chief executive officer shall provide a written explanation to the committee of the reasons for not adopting the plan.

The Hospital will post, in a public area on each patient care unit, the staffing plan adopted by the Hospital and the nurse staffing schedule for that shift on that unit, as well as the relevant clinical staffing for that shift. The staffing plan and current staffing levels will also be made available to patients and visitors upon request.

The Hospital may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the nurse staffing committee, or an employee who notifies the nurse staffing committee or the hospital administration of his or her concerns on nurse staffing.

D. Information for the NSC

The NSC shall determine what information it reasonably needs to fulfill its functions. The committee will collect the following data unless a particular unit determines there is no need. If necessary, the Committee will develop a tool to assist in data collection:

1. Compliance with staffing matrices
2. Standby/callback
3. Overtime
4. Extra Shifts
5. Double Shifts
6. Agency/Travelers
7. Floats
8. Per Diem
9. Unmet breaks or Meals
10. Planned or unplanned absences
11. Vacancies
12. Any nurse sensitive quality indicators already collected by the hospital.

13. Within thirty (30) days of the recommendation from the Ruckelshaus Center Steering Committee, the NSC will review the recommendations and determine what additional data regarding nurse sensitive quality indicators it shall collect.

E. Training of the NSC

The members of the NSC shall attend the one-day regional training held by the University of Washington William D. Ruckelshaus Center regarding the NSC and compliance with ESHB 3123. Attendance will be on paid time.

17.3 Patient Classification System.

The patient classification system developed jointly by staff and management reflects clinical criteria for all levels of care and includes assessment of patient needs and outcomes, hours per patient day and skill mix required by the patients. This joint committee shall ensure maintenance and integrity of the patient classification system.

17.4 Process for Appealing Staffing Decisions.

Staff with concerns about the staff mix, patient acuity, and/or lack of available resources should address concerns with the charge nurse. If concerns remain, they should be escalated according to the chain of command. While the chain of command may vary by unit, a common chain is: charge nurse, unit supervisor, manager/administrative supervisor, director, CNO.

A Staffing Exception Form will be developed by the Nurse Staffing Committee, completed by unit staff when there are staffing concerns and forwarded to the Nurse Staffing Committee for consideration. The Nurse Staffing Committee will address any unresolved unit based staffing issues as described in Article 17.2 (C).

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance Defined.

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

18.2 Time Limits.

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday,

Step 1. Nurse and Unit Director.

If a nurse has a grievance, the nurse shall meet with the nurse's Unit Director and present the grievance in writing within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. The Union Delegate shall be present if requested by the nurse. If the Union Delegate participates in the grievance meeting, the Vice President of Human Resources or designee shall also be present at this Step 1 meeting. Upon receipt thereof, the Unit Director shall attempt to immediately resolve the problem and shall respond in writing to the nurse within ten (10) calendar days following the meeting between the Unit Director and the grievant.

Step 2. Nurse, Union Delegate/Representative and Director of Nursing Service.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance to the Director of Nursing Service (and/or designated representative) within seven (7) calendar days of the Unit Director's decision. A conference between the nurse (and the Union Delegate/Representative, if requested by the nurse) and the Director of Nursing Service (and/or designated representative) shall be held within ten (10) days for the purpose of resolving the grievance. The Director of Nursing Service shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3. Nurse, Union Delegate/Representative and President.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the employee shall present the grievance in writing to the President (and/or designated representative) within seven (7) calendar days of the Director of Nursing Services' decision. The President (and/or designee) shall meet with the nurse and the Union Delegate/ Representative within ten (10) calendar days for the purpose of resolving the grievance. The President (or designee) shall issue a written response within seven (7) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Hospital and the Union 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. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the Arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, 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. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.3 Union Grievance.

The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed.

18.4 Mutually Agreed Mediation.

The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be

sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

18.5 Termination.

Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the 'Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

18.6 State and Federal Laws.

Grievances alleging a violation of state and/or federal laws may only be processed through Step 3 of this grievance procedure. If the matter cannot be resolved as a result of this process, it may be submitted by the Union to the appropriate administrative agency for further adjudication.

ARTICLE 19 - MANAGEMENT RESPONSIBILITIES

The Union 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 Union further recognizes the right of the Employer to operate and manage the hospital 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, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses, except under limited circumstances required by Senate bill 6675 (Section 7.5.1); 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 Hospital in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 20 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital 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 Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any 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 Union and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 21 -TRAINING AND UPGRADE FUND

21.1. A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the Service and Maintenance/LPN employees in the Pro-Tech bargaining unit, one-half (1/2%) percent of the gross payroll of the Professional/Technical employees in the Pro-Tech unit, and one half (1/2%) percent of the gross payroll of the RN bargaining unit employees (collectively "Employees"). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem employees.

21.2. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

21.3. The Employer and Union agree to abide by the Trust Agreement.

21.4. In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

21.5. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

21.6. The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of Employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits.

21.7. The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

21.8. While the multi-employer Training and Upgrade Fund is being established, the Labor Management Committee shall, either directly or through a subcommittee, conduct a survey of bargaining unit employees to understand their education/career advancement interests and needs and to identify barriers to further education. The survey information shall be shared with the Training and Upgrade Fund for analysis and action. The Labor Management Committee shall also promote utilization of available Training and Upgrade Fund resources and programs. The Labor Management Committee shall, by mutual agreement, determine whether additional meetings regarding training are appropriate after January 1, 2009.

ARTICLE 22 - GENERAL PROVISIONS

22.1 State and Federal Laws.

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

22.2 Amendments.

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

22.3 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 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.

22.4 Complete Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the

other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 23 - DURATION

This Agreement shall become effective July 1, 2008, and shall remain in full force and effect to and including June 30, 2011 unless changed by mutual consent. Should the Union 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. 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. It is the express intent of the parties to this Agreement that this Agreement shall terminate in its entirety on June 30, 2011, and is excluded from the provisions of RCW 41.56.123.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2009.

STEVENS HOSPITAL

SEIU HEALTHCARE 1199 NW

Michael Carter,
President/CEO

Diane Sosne,
President

Steven Losleben
Vice President, Human Resources

Margaret Cary,
Chief Negotiator

ADDENDUM 1
STEVENS HOSPITAL
4/40 WORK SCHEDULE

1. The “4/40” work schedule shall refer to any nurse who has voluntarily signed a 4/40 innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hour shifts per week.
2. 4/40 Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours’ holiday pay from their accrued annual leave account at straight time or, at employee’s option, a compensatory day off with ten (10) hours’ straight time from the nurse’s accrued annual leave account.
3. 4/40 Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, ten (10) hours constitutes one (1) work day.
4. 4/40 employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 4/40 Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. 4/40 Nurses shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
7. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 9.
8. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 4/40 nurses who would like to discontinue working an established 4/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a, more senior, qualified nurse has not requested the position.

9. The 4/40 staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual employee and unit manager affected.
10. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the registered nurses working the 4/40 staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 4/40 nurses.

ADDENDUM 2
STEVENS HOSPITAL
12-HOUR WORK SCHEDULE

1. The “12 hour nurse” work schedule shall refer to any nurse who has voluntarily signed a 12 hour innovative schedule agreement and is regularly scheduled to work one (1) or more twelve (12) hour shifts per week.
2. 12 Hour Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus twelve (12) hours’ holiday pay from their accrued annual leave account at straight time or, at the employee’s option, a compensatory day off with twelve (12) hours’ straight time from the nurse’s accrued annual leave account.
3. 12 Hour Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, twelve (12) hours constitutes one (1) work day.
4. 12 Hour Nurses working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 12 Hour Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. 12 Hour Nurses shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond twelve (12) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
7. In scheduling work assignments, the Employer will make a good faiths effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 9.
8. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 12 hour nurses who would like to discontinue working an established twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified nurse has not requested the position.
9. The 12 hour staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual employee and unit manager affected.

10. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to registered nurses working the 12-hour staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 12 Hour Nurses.

ADDENDUM 3
STEVENS HOSPITAL
7/70 WORK SCHEDULE

1. The “7/70” work schedule shall refer to any nurse who has voluntarily signed a 7/70 innovative schedule agreement.
2. 7/70 Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours’ holiday pay from their accrued annual leave account at straight time or, at employee’s option, a compensatory day off with ten (10) hours’ straight time from the nurse’s accrued annual leave account.
3. 7/70 Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, ten (10) hours constitutes one (1) work day.
4. 7/70 employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 7/70 Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. A 7/70 schedule provides for seven (7) consecutive ten (10) hour days followed by seven (7) consecutive days off duty. 7/70 nurses shall be paid overtime compensation in accordance with Section 7.5 of the Employment Agreement for all time worked beyond ten (10) hours in the day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
7. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half. The Section shall not apply to standby and. callback assignments performed pursuant to Article 9.
8. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 7/70 nurses who would like to discontinue working an established 7/70 work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the employee is qualified, provided that a more senior, qualified nurse has not requested the position.
9. The 7/70 staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual employee and unit manager affected.

10. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the registered nurses working the 7/70 staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 7/70 nurses.

Letter of Understanding Regarding Extra Shift Incentive

In order to respond to staffing needs when the census flexes up or there are insufficient regular staff available to meet patient or departmental needs within their existing FTE's, to improve morale, job satisfaction and retention of employees, to provide incentives to commit to extra shifts beyond their FTE, and to reduce costs of agency and other non-staff employees, Stevens Hospital and SEIU Healthcare 1199NW agree to the following program regarding extra shifts.

1. Department Eligibility: Those departments with unfilled FTE's on the open position list of greater than 1 FTE (0.9 for 12 hour shift positions) will participate in this extra shift incentive program. For the purposes of eligibility, the position of an employee on an approved leave of absence of greater than fourteen (14) days shall be counted as an open position. Once an employee is hired into an open position, for the purposes of this program only, the position shall be considered open for three additional months.
2. Employee Eligibility: Employees who have an FTE of at least .6 who have worked their full FTE during the pay period.

Communication and Notice of Periods of Incentive Extra Shift Pay:

- 1.. Per diems, regular staff, and float pool staff will be scheduled **before** possible "extra shifts" are identified.
2. Schedules (including unfilled shifts) are posted fourteen (14) days before the first effective date of the schedule as per the contracts.
3. After posting the final schedule, all requests for extra shifts will be recorded/requested by the appropriate process. Staff may sign up for extra shifts one week after the posting goes up.

Extra shift premium pay will be granted by two (2) methods:

1. Pre-scheduled extra shift. A shift agreed upon and assigned more than twenty-four (24) hours before the start of the shift.
2. Call-in extra shifts.

Extra shift Rate of Pay:

Eligible employees who work pre-scheduled extra shifts (above their FTE) to fill staff shortages will be paid for hours worked as follows:

- a) Time and a half (1.5X) for part-time employees (.6 and above).
- b) Double time (2X) for full-time employee *or* part-time employees who have worked full-time hours in the pay period (other than extra shifts under this program). (full-time is .9 and above).

Pre-Scheduled Extra Shifts

Where multiple employees seek the same pre-scheduled extra shifts, the shifts shall be assigned on an equitable basis.

Call-in extra shifts

Employees who are not scheduled to work (a shift agreed upon and assigned less than twenty-four (24) hours before the start of the shift) and who are not on standby, but work an extra shift will also receive the extra shift rate of pay.

Cancellation of Extra Shifts:

In periods of low census reduction of staff, the extra shifts will be cancelled before any employees not working extra shifts. If the employee qualifies for report pay under Section 7.7 of the Agreement, the minimum four (4) hours pay shall be at the extra shift rate of pay.

Low Census Fund

For every ten extra shifts worked under this program, the Employer will add eight (8) hours into the Low Census Fund described in Section 6.12.2 of the collective bargaining agreement.