

COLLECTIVE BARGAINING AGREEMENT

By and Between

EVERGREENHEALTH MONROE

and

SEIU HEALTHCARE 1199NW

(Registered Nurses and Licensed Practical Nurses)

PREAMBLE	7
ARTICLE 1 - RECOGNITION	7
ARTICLE 2- UNION MEMBERSHIP	7
2.1 Membership.	7
2.1.1 Religious Objector.	8
2.1.2 Hold Harmless.	8
2.2 Dues Deduction.	8
2.3 Bargaining Unit Roster.	8
2.4 Contract.	9
2.5 Healthcare Leadership Fund (HLF) Check Off.	9
ARTICLE 3 - UNION REPRESENTATION	9
3.1 Access to Premises.	9
3.2 Officers/Delegates.	10
3.3 Bulletin Boards.	10
3.4 New Hire Orientations.	10
3.5 Meeting Rooms.	10
3.6 Negotiations.	11
ARTICLE 4 - DEFINITIONS	11
4.1 Licensed Practical Nurse ("LPN").	11
4.2 Resident Nurse.	11
4.3 Staff Nurse.	11
4.4 Charge Nurse.	11
4.5 Full-Time Nurse.	12
4.6 Part-Time Nurse.	12
4.7 Per Diem Nurse.	12
4.8 Probationary Nurses.	13
4.9 New Classifications.	13
4.10 Month and Year.	13
4.11 Preceptor.	13
4.12 Definition of Rates of Pay.	14
ARTICLE 5 - HOURS OF WORK AND OVERTIME	14
5.1 Normal Work Day.	14
5.2 Normal Work Period.	14
5.3 Alternative Work Schedules.	14
5.4 Work Schedules.	15
5.5 Overtime.	15

5.5.1 Prohibition of Mandatory Overtime.	16
5.5.2 Volunteer Additional Shifts.	17
5.6 Meal Periods and Breaks.	17
5.7 Low Census.	17
5.8 Weekends.	18
5.9 Rest Between Shifts.	18
5.10 Shift Rotation.	19
ARTICLE 6 - EMPLOYMENT PRACTICES	19
6.1 Nondiscrimination.	19
6.2 Resignation.	19
6.3 Discipline/Discharge for Just Cause.	19
6.4 Employment Files.	20
6.5 Unit Orientation.	20
6.6 Cross Training.	21
6.7 Floating.	21
6.8 Inservice Education.	22
6.9 Parking.	22
6.10 Performance Evaluation.	22
6.11 Job Openings.	22
6.12 Health and Safety.	23
ARTICLE 7 - SENIORITY	23
7.1 Seniority.	23
7.2 Seniority Roster.	23
7.3 Breaking of Seniority.	23
7.4 Per Diem Nurses - Seniority.	24
ARTICLE 8 - REDUCTIONS IN FORCE (LAYOFFS) AND RECALL	24
8.1 Layoff Defined.	24
8.2 Reduction in FTE Status.	25
8.3 Unit Layoff.	25
8.4 Unit Merger and/or Restructure.	25
8.5 Unit Closure.	25
8.6 Layoff Options.	26
8.6.1 Vacant Positions.	26
8.6.2 Displacement Outside the Unit.	26
8.6.3 Severance Package.	26
8.6.4 Recall Roster.	26
8.7 Current Qualifications for Vacant Positions.	27
8.8 Current Qualifications for Displacement Outside Unit.	27

8.9 Seniority/Rosters.	27
8.10 Recall Roster.	27
8.11 Order of Recall.	28
8.12 Severance Pay.	28
ARTICLE 9 - LOW CENSUS	28
9.1 Low Census Application.	28
9.1.1 Low Census Bank.	29
9.2 Low Census Limitation.	29
9.2.1 Low Census Data.	29
9.3 Reduced Schedule.	29
9.4 Low Census Staffing.	29
9.5 Additional Hours.	30
ARTICLE 10- COMPENSATION	30
10.1 Wage Compensation and Differentials.	30
10.2 Recognition for Experience - New Hires.	30
10.2.1 Applicable Prior Experience.	30
10.3 Longevity. Nurses will receive longevity increases as follows:	31
10.4 Date of implementation.	31
10.5 Work on Day Off.	31
10.6 Classification Change.	31
ARTICLE 11 - OTHER COMPENSATION	32
11.1 Shift Differential.	32
11.2 Charge Nurse.	32
11.3 Certification Premium.	32
11.4 Weekend Premium.	32
11.5 Degree Premium.	32
11.6 Float Premium.	33
11.6.1 Float Competency	33
11.6.2 Float Premium Pay	33
11.7 Standby and Call Back.	33
11.8 Disaster Drills.	33
11.9 Time Paid, But Not Worked.	34
11.10 Extra Shift Incentive.	34
ARTICLE 12 - PAID TIME OFF (PTO)	34
12.1 Paid Time Off.	34
12.2 Traditional Holidays.	35
12.3 Worked Holiday.	35

12.4 PTO Scheduling.	35
12.5 PTO Paid in Lieu of Work.	36
12.6 Payment Upon Termination.	36
12.7 PTO Maximum Accrual.	36
12.8 PTO Cash Out.	36
ARTICLE 13 - SICK LEAVE	36
13.1 Sick Leave Conditions.	36
13.2 Sick Leave Accumulation.	37
13.3 Sick Leave Use.	37
13.4 Job Related Illness or Injury.	37
ARTICLE 14- MEDICAL AND INSURANCE BENEFITS	37
14.1 Health Benefits.	37
14.1.1 Waiving Co-Payments.	38
14.2 Single Rate of Pay.	38
14.3 Life Insurance.	38
14.4 Long-Term Disability Insurance.	39
14.5 Retirement Plan.	39
14.6 Screening Tests and Examination.	39
14.7 Workers' Compensation.	39
ARTICLE 15 - LEAVE OF ABSENCE	40
15.1 Definition of Leave of Absence.	40
15.2 Grants of Leaves of Absence.	40
15.3 Family and Medical Leave.	40
15.4 Use of Paid Leave to Care for Family Members.	41
15.5 Health Leave.	41
15.6 Military Leave.	41
15.7 Professional or Study Leave.	42
15.8 Paid Educational/Professional Leave Time and Education Expenses.	42
15.9 Professional Meetings.	43
15.10 Approved Expenses.	43
15.11 Jury Duty.	43
15.12 Hospital Related Court Appearances.	43
15.13 Bereavement Leave.	43
15.14 Personal Leave.	44
15.15 Paid Leave.	44
15.16 Unpaid Leave.	44
15.17 Worker's Compensation.	44
15.18 Leave for Union Sponsored Activities.	44

ARTICLE 16 - GRIEVANCE PROCEDURE	45
16.1 Grievance Defined.	45
16.2 Back Pay.	46
16.3 Union Grievance.	46
16.4 Mutually Agreed Mediation.	46
ARTICLE 17 - MANAGEMENT RESPONSIBILITIES	47
ARTICLE 18 - UNINTERRUPTED PATIENT CARE	47
18.1 No Strike.	47
ARTICLE 19 - STAFF MEETINGS	48
ARTICLE 20 - COMMITTEES	48
20.1 Labor-Management Committee.	48
20.2 Other Nursing Committees.	48
20.3 Health and Safety Committee.	49
20.4 Compensation.	49
ARTICLE 21 - GENERAL PROVISION	49
21.1 Separability.	49
21.2 Past Practices.	49
21.3 Complete Agreement.	50
APPENDIX A-1 -Registered Nurse (RN) Scale	51
APPENDIX A-2 - REGISTERED NURSE (RN) Per Diem	52
APPENDIX A-3 - RN SHIFT COORDINATOR (RSC) SCALE	54
APPENDIX B-1 - LICENSED PRACTICAL NURSE (LPN) SCALE	55
APPENDIX B-2 - LICENSED PRACTICAL NURSE (LPN) PER DIEM SCALE	56
APPENDIX C	56
MEMORANDUM OF UNDERSTANDING-NURSE STAFFING COMMITTEE	57

PREAMBLE

This Agreement is made and entered into by and between EvergreenHealth Monroe, hereinafter referred to as the "Hospital" or the "Employer," 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 hereto with respect to wages, hours of work and conditions of employment with the objective of improving the practice of nursing through the promotion of equitable standards for the nurses who are represented by the Union as set forth in Article 1.

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem registered nurses and licensed practical nurses (the "nurses" or included in "employees"), excluding supervisors, managers and administrative nurses and all other employees.

In the event the Hospital is sold or leased, successor employers shall continue to be subject to the terms and conditions of this Agreement.

ARTICLE 2- UNION MEMBERSHIP

2.1 Membership.

All nurses covered by this Agreement shall be required within thirty-one (31) days of the effective date of this Agreement, as a condition of continuing employment, to become and remain members of the Union in good standing or agree to pay the Union a fair share/representation fee. Nurses who are already members of the Union in good standing shall, as a condition of continuing employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed nurses shall make application to join the Union within thirty-one (31) days following their date of hire and shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement or agree to pay the Union a fair share/representation fee. Good standing is herein defined as the tendering of Union dues, initiation fees or a fair share/representation fee on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) calendar days after receiving written notice from the Union, unless the nurse fulfills the membership obligation set forth in this Agreement. Union membership applications and payroll deduction cards will be distributed to each new nurse during orientation. The Hospital will notify nurses of the membership requirement at time of hire.

2.1.1 Religious Objector.

Any nurse who is a member of and adheres to established and traditional tenants 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 a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable organization. These religious objections and decisions as to which frmd will be used must be documented and declared in writing to the Union.

2.1.2 Hold Harmless.

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

2.2 Dues Deduction.

During the term of this Agreement, the Hospital shall deduct dues from the first two (2) pay periods of each month of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. A roster of all nurses using payroll deduction including name, employee identification number, gross wages, hours paid and hours worked per pay period, dues deducted per pay period, and year to date dues deducted will be generated for each pay period. Dues deducted will be promptly transmitted to the Union by check payable to its order on a monthly basis on or before the 20th of each month. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse.

2.3 Bargaining Unit Roster.

As soon as practicable after the signing of this Agreement and monthly thereafter, the Hospital shall provide the Union with a list of all nurses covered by this Agreement by email or on a mutually agreeable format. The list shall include names, addresses, employee identification numbers, hire dates, FTE status, position title, current shift, unit, gross earnings (year to date) and hourly rates of pay for each nurse. Each month the Hospital shall also send a list of new hires, rehires, nurses on leave of absence, terminations, and nurses on the recall list, along with their addresses, FTE status, rate of pay, unit, and shift. If there are no such nurses, this list need not be provided.

2.4 Contract.

At the time of hire, the Hospital shall provide a copy of this Agreement to the nurses. The cost of printing such Agreements shall be borne by the Union.

2.5 Healthcare Leadership Fund (HLF) Check Off.

During the term of this Agreement, the Hospital shall deduct dues or agency fees from the pay of each member of the Union who voluntarily executes an HLF wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse. Voluntary HLF contributions shall be a minimum of one dollar (\$1.00) per pay period.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (PECA) to reimburse EvergreenHealth Monroe for its reasonable costs of administering the HLF check off in the parties' Collective Bargaining Agreement. The Hospital and Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's cost of administering their check off. Accordingly, the parties agree that the Hospital may retain one-quarter of one percent of all amounts deducted pursuant to the HLF check off provided in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable cost of administering the check off.

ARTICLE 3 - UNION REPRESENTATION

3.1 Access to Premises.

Duly authorized representatives of the Union may have access at reasonable times to the Hospital's premises for the purpose of transacting Union business. Union business shall not take place in patient care areas which shall include restricted areas which may have union bulletin boards or 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.

Note: The intent of Section 3.1 is that such activity will occur during rest breaks, lunch periods and non-work hours, and not during a nurse's working time.

3.2 Officers/Delegates.

The Union shall designate its officers, delegates and alternate delegates from among nurses in the unit (the "delegates") and give written notice to the Hospital within thirty days of ratification of the Agreement of the names of these persons which shall be updated within thirty days of any delegate change. These delegates shall not be recognized by the Hospital until the Union has given the Hospital written notice of the selection and the scope of authority. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Union business shall be conducted only during non working times, and shall not interfere with the work of other employees. When it is not practical or reasonable to transact such business during non working periods the Union delegate will be allowed a reasonable amount of time during working hours to perform such function provided the supervisor concurs the delegate may be spared and provided such activities shall not take precedence over normal job duties or the requirements of patient care. Subject to appropriate advance notice, schedule and staffing requirements, union officers and delegates (not to exceed a total of eight [8] nurses) may use eight (8) hours per calendar year of their educational/professional leave time to attend Union sponsored training in leadership, representation and dispute resolution.

3.3 Bulletin Boards.

The Hospital will provide bulletin boards for posting of official Union announcements and notification of union activities. The Union will provide a copy of posted material to the Director of Human Resources at the time of posting. All postings will be signed by a Union delegate.

3.4 New Hire Orientations.

The Hospital will provide the Union delegate access to newly hired nurses at the time of their regularly scheduled Hospital-wide orientation for the purpose of introduction and orientation to the Union. The Union delegate and new nurse will be allowed one-half (1/2) hour unpaid time at a mutually agreeable time during the orientation session to introduce the Union contract to the new nurse.

3.5 Meeting Rooms.

The Union shall be permitted to use meeting rooms within the Hospital for meetings of the bargaining unit, with or without Union staff present subject to the Hospital's policy for the use of meeting rooms, provided sufficient advance request for the use of such facilities is made to the Director of Human Resources (or designee) and space is available.

3.6 Negotiations.

Subject to patient care requirements, the Hospital will make a good faith effort to provide unpaid release time for nurses participating in Union negotiations, providing the nurse notifies the Clinical Nurse Manager as soon as the nurse has knowledge of future meeting dates. Unpaid release time for nurses participating in Union negotiations will not affect a nurse's eligibility for group insurance benefits.

ARTICLE 4 - DEFINITIONS

4.1 Licensed Practical Nurse ("LPN").

A nurse who has a valid LPN license and performs services within the scope of that license.

4.2 Resident Nurse.

A registered nurse who clinical experience 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 as a team member/leader under the close and direct supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. Residency shall not exceed 1040 continuous hours unless extended for a period of up to 520 additional hours when mutually agreed to by the Hospital and the individual nurse involved. The change in status from Resident Nurse to Staff Nurse shall be determined in a formal evaluation process generally to occur at the end of 520 worked hours. However, this evaluation process and status change will occur earlier if a resident nurse is able and required to function continuously without close and direct supervision and is assigned the same level of responsibilities as a staff nurse. Close and direct supervision shall be defined as working under the direct observation of a (other) registered nurse(s). Nurses working under close and direct supervision shall not be assigned charge duty.

4.3 Staff Nurse.

A registered nurse who is responsible for the direct and indirect nursing care of patients.

4.4 Charge Nurse.

A registered nurse who is assigned by the Hospital the management responsibility for an organized unit per shift and who functions within a unit specific listing of responsibilities. The definition of an "organized unit" shall be defined by the Hospital.

4.5 Full-Time Nurse.

A nurse who works on a regularly scheduled basis of at least thirty-six (36) hours per week or seventy-two (72) hours in a pay period and who has successfully completed the required probationary period.

4.6 Part-Time Nurse.

A nurse who holds a regular position of less than thirty-six (36) hours per week or less than seventy-two (72) hours in a two (2) week pay period, and who has successfully completed the required probationary period. Unless otherwise provided for herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be reduced in proportion to the nurse's actual hours of work. Part-time nurses in less than 0.5 FTE (20 hours/week) positions are not eligible for the Hospital's group medical or other group insurance programs, but will be eligible for accruals of Paid Time Off (PTO) and sick leave as further described in Articles 12 and 13 and to participate in the deferred compensation program and receive an employer retirement matching contribution per the terms of the retirement plan. At the time of hire, each nurse will be informed of the FTE of the position she or he holds and the number of hours they will be scheduled. Part-time nurses who feel that they are not properly classified or are not appropriately receiving prorated fringe benefits shall have the right to require review of their status, and if they are not satisfied, may submit the dispute to the grievance procedure.

4.7 Per Diem Nurse.

A nurse scheduled to work on an intermittent basis or during any period when additional work of any nature requires a temporary augmented workforce, or in the event of an emergency or nurse absenteeism. Per diem nurses must be available to work at least twelve (12) shifts over a six (6) month period including one Holiday. Per diem nurses must indicate their availability at least ten (10) days prior to the posting of the monthly work schedule. Per diem nurses will not be regularly utilized in lieu of filling or creating a regular full-time/part time position. Per diem nurses shall be paid in accordance with the wage schedule set forth in Appendices A and B of this Agreement (which includes a twelve percent (12%) wage differential). Effective January 1, 2017, the per diem differential shall increase to fifteen percent (15%). Per diem nurses shall not be eligible for health insurance benefits, Paid Time Off (PTO) and sick leave as further described in Articles 12 and 13 or to participate in the deferred compensation program or receive an employer retirement contribution. Per diem nurses shall be eligible to earn certification pay, standby pay and callback pay, weekend premium and shift based premiums and differentials. Per diem nurses shall be paid at one and one-half (1 1/2) times the regular per diem rate for all time worked in excess of the normal work period.

4.8 Probationary Nurses.

A nurse who has been hired by the Hospital on a full-time or part time basis and who has been continuously employed by the Hospital for less than ninety (90) days or a nurse who has been hired by the Hospital on a per diem basis and who has been continuously employed by the Hospital for less than six (6) months shall be defined as a "probationary" nurse. After ninety (90) days, for full-time and part-time status of continuous employment, the nurse shall attain regular status unless specifically advised by the Hospital in writing of an extended probationary period up to an additional ninety (90) days. During the probationary period, a nurse may be terminated without notice, without cause, and without recourse to the grievance procedure. The Hospital will advise the nurse, in writing, of the reason for termination. Probationary nurses shall not be required to give twenty-one (21) days' notice of intent to terminate.

4.9 New Classifications.

If nonsupervisory, nonmanagerial, or non administrative nurse classifications are established within the hospital by the Hospital during the term of this Agreement, the bargaining unit shall be extended to include such classifications. These new classifications shall be covered by this Agreement. However, the wage and other economic terms of employment relating to these new classifications may be subject to negotiations. The Hospital shall provide written notification to the Union of any revisions to existing positions or new positions that may fall within the bargaining agreement.

4.10 Month and Year.

For purposes of this Agreement and the method of computing wages, benefits and conditions of employment provided herein, a "month" shall be defined as 173.33 hours of work, and a "year" shall be defined as 2080 hours of work.

4.11 Preceptor.

A preceptor is an experienced nurse (LPN/RN) proficient in clinical teaching and communications skills who has completed the appropriate inservice program and who is specifically assigned by nursing management 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. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of a nurse assigned a preceptor 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 general professional nursing responsibilities will be expected to participate in the orientation process of new nurses and this general orientation process is not a preceptor assignment. These

orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses, floats, registry and ancillary personnel.

4.12 Definition of Rates of Pay.

- a. Base Rate of Pay. A nurse's base rate of pay shall be the hourly amount reflected in the appropriate wage schedule, as presented in Appendices A and B for RNs and LPNs respectively.
- b. Regular Rate of Pay. A nurse's regular rate of pay shall be the base rate of pay plus the certification pay, degree premium and shift differentials for which the nurse is eligible, except for weekend premium.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Normal 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.

5.2 Normal Work Period.

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

5.3 Alternative Work Schedules.

When mutually agreeable to the Hospital and the nurse, a normal work day may consist often (10) to twelve (12) hour shifts but not to exceed forty (40) hours/week. Other alternative work schedules may be established in writing by mutual agreement between the Hospital, the Union, and the nurse(s) involved. Prior to the implementation of a new alternative work schedule, the Hospital and the Union will review and determine conditions of employment relating to that work schedule. Alternative work schedules within this context include:

1. Ten (10) Hour Work Day. The normal work day shall consist of ten (10) hours' work plus an unpaid meal period of one-half (1/2) hour.
2. Twelve (12) Hour Work Day. The normal work day shall consist of twelve (12) hours' work plus an unpaid meal period of one-half (1/2) hour.

3. 7/70. The normal work day shall consist of seven (7), ten (10) hour shifts worked consecutively and spanning two (2) consecutive seven (7) day periods.
4. Employees working thirty-six (36) hours per week (three (3), twelve (12) hour shifts) or on the 7/70 agreement will be considered full-time for purposes of section 10.5.

5.4 Work Schedules.

It is recognized and understood that deviations from the foregoing normal work hours 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, nurse's requests, temporary shortage of personnel, low census and emergencies. The Hospital retains the right to adjust work schedules to maintain efficient and orderly operation. Monthly work schedules shall be posted at least ten (10) days in advance. Except for emergency situations beyond the Hospital's control, individual assignments of hours of work may be changed only by mutual consent.

5.5 Overtime.

Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal full-time work day or normal full-time work period. If a nurse on a normal eight (8) hour shift works more than twelve (12) hours in a twenty-four (24) hour period (beginning with the start of the nurse's work), all time worked beyond twelve (12) hours will be paid at double (2x) the nurse's regular rate of pay. For nurses normally working twelve (12) hour shifts, double time will be paid for time worked beyond fourteen (14) hours. For purposes of computing overtime, the nurse's regular rate of pay shall include the nurse's wage step plus charge premium, certification pay, and shift differential when the nurse is scheduled to work the entire second (evening) or third (night) shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Time paid for but not worked shall count 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 benefits not to exceed 2080 hours within any twelve (12) month period. Excluding emergency situations, the Hospital, as a matter of policy, shall not reschedule a nurse for extra work because of time off with pay.

All overtime must be approved by the Employer. The Employer and the nurses agree that overtime should be discouraged. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift. Thereafter, overtime will be paid to the nearest fifteen (15) minutes. There shall be no pyramiding or duplicating of overtime or other premium pay.

5.5.1 Prohibition of Mandatory Overtime.

1. Preamble. The legislature of the State of Washington passed a law (SB66675) 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."
2. Mandatory Overtime Prohibited. No nurse covered by this collective bargaining agreement may be required to work overtime. Any attempt to compel or force nurses to work overtime is contrary to public policy and this agreement. 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.
3. Exceptions. This article does not apply to overtime work that occurs: (a) Because of any unforeseeable emergent circumstance; (b) Because of pre scheduled on-call time; (c) 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 (d) 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.
4. Definitions.
 - a. "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.
 - b. "On-Call Time" means time spent by a nurse who is not working on the premises of the place of employment but who is compensated for availability or who, as a condition of employment, has agreed to be available to return to the premises of the place of employment on short notice if the need arises.

- c. "Reasonable Efforts" means that the Employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage:
- Seeks individuals to volunteer to work extra time from all available qualified staff who are working;
 - Contacts qualified nurses who have made themselves available to work extra time;
 - Seeks the use of per diem staff; and
 - Seeks personnel from a contracted temporary agency when such staffing is permitted by law or an applicable collective bargaining agreement, and when the Employer regularly uses a contracted temporary agency.
- d. "Unforeseeable Emergency Circumstances" means:
- Any unforeseen declared national, state, or municipal emergency;
 - When a health care facility disaster plan is activated; or
 - Any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services.
5. Record Keeping. It is the Employer's responsibility to maintain documentation regarding compliance with Section 7.3.6.
6. Education and Training. Consistent with Section 20.1, the Joint Labor Management Committee will address any issue that arises from the implementation of this section.

5.5.2 Volunteer Additional Shifts.

Nurses who volunteer to work additional shifts or trade shifts for their convenience, or the convenience of others, will not be eligible for overtime unless the additional shift or trade is approved by the Manager or is mandated by wage and hour law.

5.6 Meal Periods and Breaks.

All nurses shall receive an unpaid meal period of one-half (1/2) hour. The Hospital will make a good faith effort not to require a nurse to remain on duty and on the premises during the one-half (1/2) hour meal break. Nurses required to remain on duty or on the premises during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed one (1) paid rest period of fifteen (15) minutes for every four (4) hours of duty in addition to the one-half (1/2) hour meal break.

5.7 Low Census.

Nurses who report to work as scheduled (unless otherwise notified in advance) and are released by the Hospital because of low census shall receive a minimum of four (4) hours' pay at the straight time rate of pay. This minimum pay may be waived at the nurse's request.

1. It shall be the joint responsibility of the nurse and the Hospital to maintain notification of schedule changes two (2) hours prior to the beginning of the shift.
2. If nurses must phone long distance, they may apply for reimbursement for the cost of calls.

5.8 Weekends.

The Hospital shall make a good faith effort to schedule all full-time and part time nurses with every other weekend off, except in emergency situations or by mutual agreement. Any weekend, or portion thereof, worked over and above the scheduled every other weekend, shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay except when mutually agreed upon. Every attempt will be made to schedule twelve (12) hour nurses to work every third (3rd) weekend only. If necessary, however, these nurses may be required to work every other weekend. Nurses who wish to trade weekends must submit written requests to the department manager for approval. Such trades shall not be applicable to overtime pay. This section shall not apply to part-time or full-time nurses who voluntarily agree in writing to more frequent weekend duty.

The weekend shall be defined as the start of third shift Friday to end of second shift on Sunday. Nurses working the weekends, as defined above, will be compensated with a weekend premium rate. Weekend premium shall not be available for time paid but not worked.

A twelve (12) hour shift nurse who works on a weekend shall receive the weekend premium for each hour worked on the weekend in addition to the nurse's straight time rate of pay. The weekend shall be defined as all hours between 6:00 p.m. Friday through 6:00 p.m. Sunday (or 7:00 p.m. Friday through 7:00 p.m. Sunday depending upon the nurse's scheduled shift start time).

5.9 Rest Between Shifts.

In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse who is scheduled to work an eight (8) or ten (10) hour shift with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at one and one half (1 1/2) times the regular rate of pay. When the regular schedule is changed by mutual agreement, and the time is less than twelve (12) hours off duty between shifts, the nurse may

have the option of retaining the regular schedule at straight time. When a nurse requests to work with less than twelve (12) hours off between shifts, the 1 1/2 times the regular rate of pay may be waived.

In scheduling twelve (12) hour shift work assignments, the Hospital 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 the premium rate of time and one-half (1 1/2). When the regular schedule is changed by mutual agreement, and the time is less than ten (10) hours off duty between shifts, the nurse may have the option of retaining the regular schedule at straight time. When a nurse requests to work with less than ten (10) hours off between shifts, the 1 1/2 times the regular rate of pay may be waived.

This section shall not apply to time spent on committee meetings, and standby and callback assignments performed pursuant to Section 11.7.

5.10 Shift Rotation.

There shall be no regular rotation of shifts, except by mutual agreement.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Nondiscrimination.

The Hospital and the Union agree that conditions of employment shall be consistent with applicable State and Federal law regarding nondiscrimination.

6.2 Resignation.

All nurses shall be required to give, in writing, at least twenty-one (21) days' notice of resignation. The Hospital will give consideration to situations that would make a twenty-one (21) day notice by the nurse impossible. A resigning nurse is expected to work as regularly scheduled through the day specified as the termination date. Failure to provide notice may result in forfeiture of accrued PTO.

6.3 Discipline/Discharge for Just Cause.

No full-time or part-time nurse shall be discharged except for just cause. No per diem nurse shall be discharged except for just cause, excluding failure to meet the minimum availability requirements (4.7). Just cause shall be defined to include the concept of progressive discipline. The Hospital will use a system of progressive discipline which may include:

1. Verbal counseling
2. Written warning notice
3. Performance improvement plan up to 90 days
4. Suspension
5. Termination

The Hospital reserves the right to initiate disciplinary action at any level based upon the severity of the offense. A copy of all disciplinary notices shall be provided to the nurse before such material is placed in their employment file. The nurse shall be requested to sign the notice to acknowledge receipt thereof.

Nurses disciplined or discharged for just cause shall be entitled to utilize the grievance procedure. If as a result of utilizing the grievance procedure, just cause for the disciplinary action is not shown, the nurse's employment records shall be cleared of reference to that disciplinary action. Upon request, written disciplinary actions shall be removed from the nurse's personnel file one year following the completion of the term of the performance improvement plan or warning if no further corrective action is taken in that period; provided, however, this shall not apply to discipline that is reportable to the State Board of Nursing or other disciplinary action involving gross -misconduct, and violation of the Hospital's non-discrimination policies. A nurse shall have the right to request the attendance of a Union delegate or representative at an investigatory meeting which may lead to disciplinary action or at disciplinary meetings.

6.4 Employment Files.

Employment files will be maintained for each nurse. Nurses shall have access to their employment files and may request copies of materials maintained in their employment file. Information contained in the employment file will include: employment application and supporting materials, performance appraisals, records of payroll activity (PAFs), licensure and training records, letters of commendation and recognition, and records of disciplinary action. A copy of all performance appraisals, records of payroll activity (PAFs), letters of commendation and recognition, and records of disciplinary actions shall be given to the nurse. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the employment file and such comments shall be included in the nurse's employment file. If as the result of the utilization of the grievance procedure a disciplinary action has been voided or otherwise reversed, all references to such action shall be permanently removed from the nurse's employment file.

6.5 Unit Orientation.

Unit orientation will consist of a basic comprehensive program in which the nurse will be oriented to the unit through a combination of instructional conferences and on-unit assignments. The objectives of unit orientation shall be:

1. To familiarize new nurses with the objectives and philosophy of the Hospital and nursing services.
2. To orient new nurses to policies and procedures and to their functions and responsibilities as defined in their job description.

Nurses shall not be required to perform duties for which they are not oriented or trained. As a general practice, newly hired nurses in orientation shall not replace regular nurses.

6.6 Cross Training.

Full-time and part-time nurses will be given the opportunity during low census periods to cross train to other nursing units providing arrangements have been made in advance with the Hospital. (See Article 9, Low Census.)

6.7 Floating.

The Hospital retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. The Hospital will make a good faith effort to float nurses to areas where the nurse(s) has received prior orientation appropriate to the assignment.

Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation tools (including, but not limited to examples of charting, a map of the unit, unit specific protocols, special procedures and the assignment of a resource person) to be used by staff nurses floated to the unit.

Nurses will be expected to perform all basic nursing functions but will not be expected to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment the nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with the supervisor.

The Hospital will first ask for volunteers and if there are no volunteers the Hospital will endeavor to rotate floating assignments among all nurses on a unit, on each shift providing skill, competence and ability are considered substantially equal in the opinion of the Hospital. The Hospital will maintain a float list.

The goal of the Hospital and nurse is to ensure qualified and trained nurses to adequately staff all patient care areas. It is not the intent of the Hospital to provide regular ongoing staffing for a unit by floating in nurses from other units.

6.8 Inservice Education.

A regular and ongoing inservice education program shall be maintained and made available to all nurses. The functions of inservice education shall be to:

1. Promote the safe and appropriate standards of nursing practice.
2. Develop staff potential.
3. Create an environment that stimulates learning, creativity, and personal satisfaction.

Nurses attending required certification courses will be reimbursed their registration fees and compensated for their time attending the certification course. Time compensated may not be applied by the Hospital to fulfill education time as per Section 15.7. Nurses shall be compensated for all time spent at required in-services.

6.9 Parking.

Nurses shall be provided parking on the Hospital campus and park according to the Hospital's parking policy.

6.10 Performance Evaluation.

All nurses will be formally evaluated in writing on an annual basis. Interim evaluations may be conducted as needed. The evaluation is a tool for assessing and documenting the professional skills of the nurse and discussing and documenting areas for improving and recognizing the nurse's performance. The nurse's participation, including a self evaluation, is an integral part of the evaluation process. Work time will be provided for self evaluations. 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 employment file.

6.11 Job Openings.

When a full-time or part-time job opening occurs within a unit, currently employed nurses will be given preference for open positions for which they are qualified and apply. When more than one nurse applies for an open position, providing skill, competency, ability and past performance are considered equal in the opinion of the Hospital, applicants will be given preference in the following order:

1. Full-time and part-time nurses currently employed in the Unit according to seniority.
2. Full-time and part-time nurses currently employed in the Hospital according to seniority.

3. Per diem nurses currently employed in the Hospital according to seniority.
4. Qualified nurses from outside the Hospital.

Notice of job openings shall be posted for seven (7) days in advance of filling. Job openings will be electronically posted on the Hospital intranet and on the Hospital's website, which shall be the official job posting. In addition, a courtesy paper copy of the job postings shall be posted on a bulletin board with the understanding that it may not be the most current version. Transfers which occur within a unit as a result of a posted opening shall be allowed by seniority without further posting. Any position left vacant after such transfers shall follow this posting procedure. Applications from nurses who desire to fill the vacant job shall be made via the online application system. Currently employed nurses who are applicants for open positions, will be notified within two (2) weeks of the status of their candidacy, when possible.

6.12 Health and Safety.

The Hospital will maintain a safe and healthful workplace in compliance with all federal, state and local laws applicable to the safety and health of its nurses. The Hospital shall provide orientation, training and education for nurses who may be routinely exposed to potentially hazardous substances and harmful biological or physical agents in their jobs.

ARTICLE 7 - SENIORITY

7.1 Seniority.

Seniority shall be defined as a full-time or part-time nurse's continuous length of service based on the most recent date of hire into the bargaining unit. Full-time or part-time nurses who change to per diem status (or accept a position outside the bargaining unit) shall retain seniority and benefits pending return to regular status. Seniority shall not accrue while on per diem status or working in a position outside the bargaining unit. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated. Seniority shall not apply to a nurse until the nurse has completed the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority based upon date of hire.

7.2 Seniority Roster.

When seniority becomes an issue in decision making, Clinical Nurse Managers or the Union can request the Seniority Roster.

7.3 Breaking of Seniority.

Seniority shall be broken by any of the following:

1. Resignation
2. Discharge
3. Retirement
4. Layoff of more than twelve (12) months
5. Failure to return to work when recalled after a period of reduction in force
6. Failure to return to work after the expiration of a leave of absence

A nurse experiencing a break in seniority, if subsequently re-employed, shall be re-employed as a new nurse with no seniority.

7.4 Per Diem Nurses - Seniority.

Seniority among per diem nurses is based upon date of hire in the bargaining unit, regardless if that hire was a Per Diem or into a full-time or part-time position. Seniority may be the determining factor for filling open positions according to the provisions of Section 6.11. Seniority among per diem nurses will also be considered during low census reductions and for scheduling purposes. Shifts will be rotated through available per diems.

ARTICLE 8 - REDUCTIONS IN FORCE (LAYOFFS) AND RECALL

8.1 Layoff Defined.

A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital. Prior to effectuating a layoff, the Hospital will seek volunteers for layoff from among the nurses on the Unit(s) affected by the layoff. Twenty-one (21) days' advance notice of layoff will be given to the Union and to nurses subject to layoff

except in unforeseeable conditions preventing such notice which are beyond the Hospital's control. In the event less twenty-one (21) days' advance notice is provided due to unforeseen conditions beyond the Hospital's control, nurses will be provided pay in lieu of notice (prorated for part-time nurses). Upon request, the Hospital and the Union will meet within seven (7) days of the notice of layoff to discuss alternatives to layoff and/or the order of layoff. Agency, per diem, temporary, and then Probationary nurses within the affected unit(s) will be released prior to laying off regular full-time or part-time nurses, and such nurses do not have layoff options under Section 8.6. Except as provided in this Article, open (vacant) positions within the Hospital will not be filled during the period beginning with the notice of layoff to the date of the layoff. A Union Representative or Delegate shall, if available, be present at all displacement meetings with nurses. Available shifts after staff reduction shall be offered in the following order:

Nurses whose FTEs were reduced
Part Time nurses
Per Diem nurses
Agency nurses

8.2 Reduction in FTE Status.

If a reduction in FTE is determined by the Hospital to be necessary, the least senior nurse on the affected shift on the affected unit will receive the FTE reduction. The Hospital will first seek volunteers from the affected shift on the affected unit to accomplish this reduction. The nurse designated for an involuntary FTE reduction may displace the position (FTE) of the least senior nurse on another shift in the same unit, providing the nurse displaced on the other shift has less seniority. A nurse whose FTE is involuntarily reduced below the eligibility for group health insurance, or by 0.2 FTE or greater, shall have layoff options per Section 8.6. A nurse affected by an involuntary reduction in FTE will be given preference up to his/her prior FTE position if the Hospital thereafter expands the budgeted, positioned FTE on the affected nurse's unit and shift, providing there is no conflict between the nurse's then current schedule and the anticipated schedule related to the additional FTE hours.

8.3 Unit Layoff.

If a unit-wide layoff is determined by the Hospital to be necessary, nurses will first be designated for layoff on the shift(s) in the unit(s) 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 in the unit providing the nurse displaced on the other shift has less seniority. Any nurse(s) subject to layoff shall have layoff options per Section 8.6 in order of seniority.

8.4 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 Hospital 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 Hospital will meet with the nurses of the affected unit(s) to receive their input concerning the reconfiguration of the FTEs on the unit(s) and the new work schedules. This period for receiving input shall not be longer than seven (7) days. A listing of the FTEs for each shift on the new/restructured unit including any qualification requirements, shall be available during this seven (7) day period. Other vacant positions within the Hospital will also be posted on the unit(s) at that time.

New schedules will be posted after expiration of the seven (7) day period so that nurses may bid on their preferred positions from the available positions. Nurses will submit their listing of preferences within seven (7) days of the posting of the new schedules. Nurses will be reassigned to positions within the merged or new unit(s) in order of seniority among the

restructured unit or combined group of affected nurses, based on the skill, qualifications, and competencies needed by the Hospital and nurse's preference, until there are no positions available or the remaining positions have been rejected by the nurse. Nurses who are not assigned a position on the new/restructured unit will be laid off without further notice and shall have layoff options per Section 8.6 in order of seniority.

8.5 Unit Closure.

If a unit is closed, the affected nurses shall be given notice of layoff as provided in Section 8.1, along with a listing of vacant positions within the Hospital and shall have layoff options per Section 8.6, in order of seniority.

8.6 Layoff Options.

A nurse eligible to select among layoff options shall have three (3) days (Monday - Friday, except holidays) to select among these options:

8.6.1 Vacant Positions.

Nurses subject to layoff shall be offered, on a seniority basis, available job openings within the Hospital for which the nurse is currently qualified to work with up to twelve (12) weeks training per Section 8.7.

8.6.2 Displacement Outside the Unit.

In the event there is no vacant position with the same FTE and shift on another unit for which a nurse subject to layoff is currently qualified, the nurse may displace the least senior nurse (providing the displacing nurse has more seniority) in another unit where the nurse is currently qualified to work per Section 8.8.

8.6.3 Severance Package.

A nurse subject to layoff may choose to elect severance package per Section 8.12. Nurses selecting a severance package are not eligible for the recall roster.

8.6.4 Recall Roster.

If the nurse declines or is unsuccessful in pursuing any of the other options under this section, the nurse will be placed on the recall roster for a period of twelve (12) months from the date of layoff per Section 8.10.

8.7 Current Qualifications for Vacant Positions.

A nurse will be considered currently qualified for a vacant position under Section 8.6.1 if, in the Hospital's opinion, the nurse has the qualifications that are a condition of employment (for example, ACLS certification, or prior OR or CCU or telemetry experience) and the nurse can become trained to the vacant position within twelve (12) weeks; provided, however, the Hospital's commitment to training shall be limited on any one unit at any one time so as not to compromise patient care. The Hospital will provide the nurse with up to twelve (12) weeks of training in order for the nurse to gain the skills necessary to perform the duties of the vacant position. A nurse who after twelve (12) weeks fails to achieve a satisfactory level of performance in the judgment of the Hospital based upon objective criteria shall be subject to layoff without further notice and shall be placed on the recall roster per Section 8.10.

8.8 Current Qualifications for Displacement Outside Unit.

A nurse will be considered currently qualified to displace the least senior nurse in another unit under Section 8.6.2 if in the Hospital's opinion, the nurse can become oriented/trained to the existing job requirements for such a position within one hundred sixty (160) hours. If a nurse who is assigned to such a position has not achieved a satisfactory level of performance in the judgment of the Hospital based upon objective criteria within one hundred sixty (160) hours, the nurse will be subject to layoff with recall rights only without further notice. Qualifications that are a condition of employment (for example, ACLS certification, or prior OR or CCU experience) shall be considered prerequisites for determining current qualification under this Section.

8.9 Seniority/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 a listing of probationary nurses and any vacant positions. The listing shall include unit, employment status (FTE) and shift.

8.10 Recall Roster.

Nurses on layoff status who chose the recall roster option shall be placed on that roster for a period of twelve (12) months from the date of layoff. A nurse who is offered recall to a position with the same unit, shift and FTE, and who declines it, will be removed from the recall roster. A nurse placed on the recall roster shall provide and keep updated while on the recall roster a current address and telephone number where the nurse can be reached. A nurse on the recall roster has priority and will be first offered available hours/shifts before per diem nurses. Nurses who work such hours shall be compensated like per diem nurses.

8.11 Order of Recall.

As vacancies occur, nurses will be recalled to work in the reverse order of the layoff, providing skill, competency and ability are considered equal as determined by the Chief Clinical Officer/Chief Nurse Executive. In the event that the date of layoff is the same amongst nurses on the recall roster, recall will be in order of seniority. Subject to the above qualifications, a nurse on layoff shall be offered reinstatement prior to any nurses being newly hired (in accordance with Section 6.11) and after any appropriate internal transfers as further set forth in this Section. Nurses who are not on the recall roster and who are regularly assigned to a specific unit will be given preference under Section 6.11 for intra-unit transfers to other openings in that unit, over all other nurses except more senior nurses on the recall roster returning from layoff status to their previous unit. Upon such reinstatement from the recall roster, the nurse shall commence to accrue seniority and shall have previously accrued benefits and seniority restored. Any recall of nurses out of seniority will be communicated to the Union in advance of recall.

8.12 Severance Pay.

Laid off nurses with one through five (1-5) years of completed service (based on date of hire into a full-time/part-time position) shall be entitled to two (2) weeks' severance pay. Nurses with more than five (5) years of service will receive three (3) weeks plus one-half (1/2) day, for each year over five (5) years of service, not to exceed twenty-five (25) days. One (1) month's nurse only medical insurance benefits will also be provided. Severance pay is prorated upon the nurse's FTE status.

ARTICLE 9 - LOW CENSUS

9.1 Low Census Application.

Low census/low acuity is defined as a temporary decline in patient care requirements below anticipated/budgeted levels. During periods of reduced census, the Hospital will apply the low census procedures set forth herein on a unit by unit basis.

The Hospital will first float nurses to meet staffing needs and then ask for volunteers. If enough volunteers cannot be found, low census days will be applied on a rotation basis, provided skill, competency, and ability are considered equal as determined by Nursing Administration. Such low census days will be applied in the following order: 1) agency nurses, 2) scheduled overtime; 3) per diem hours in accordance with seniority among per diem nurses on a rotation basis; and 4) part-time and full-time hours in accordance with seniority among part-time and full-time nurses on a rotation basis. Volunteer day off will be counted for purposes of rotation. A traveling

nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time nurses.

9.1.1 Low Census Bank.

Where mandatory low census occurs within the Hospital, the following steps will be taken in the order stated below:

1. Floating where there are patient care needs.
2. Voluntary low census.
3. Assign other nursing related work assignments, which may include skill development, competency modules, unit specific modules, cross training to other units, or projects assigned by the Nurse Manager which benefit patient care delivery. Mandatory update modules (e.g. fire/electrical safety, infection control, body mechanics, hazardous materials, confidentiality, compliance) will not be utilized as part of the Low Census Bank hours. These activities will be funded by the Hospital up to a maximum amount of 1000 paid hours per calendar year.

9.2 Low Census Limitation.

If in a three (3) month period, the number of low census days per full-time and part-time nurses on a unit is greater than or equal to six (6), the Hospital and the Union at the request of the nurses or the Hospital will meet to discuss alternatives to core staffing.

9.2.1 Low Census Data.

Upon request by the Union, the Hospital will send to the Union low census data that will include total hours by unit and shift.

9.3 Reduced Schedule.

A temporarily reduced schedule, such as results when the nurse stays home or is placed on standby at the request of the Hospital because of low census, shall not alter the accrued hours of employment or the amount of paid time off or sick leave credits and other benefits which would otherwise be earned by a full-time or part-time nurse.

9.4 Low Census Staffing.

During low census periods, consideration will be made on a daily basis for specialty area coverage by on-call nurses.

9.5 Additional Hours.

Assuming skills and competency are not an issue, the Hospital will first offer additional scheduled hours, taking into consideration overtime, in the assigned unit to

those full-time or part-time nurses who have requested and made themselves available. Priority will be given to those who have lost or expect to lose hours due to involuntary low census. The Hospital will attempt to equitably distribute additional hours among the available nurses in the clinical unit.

ARTICLE 10- COMPENSATION

10.1 Wage Compensation and Differentials.

Nurses covered by this Agreement shall be paid in accordance with the wage schedules set forth in Appendix A and B to this Agreement.

10.2 Recognition for Experience - New Hires.

All nurses hired during the term of this Agreement shall be given full credit for applicable nursing experience when placed on the wage scale. Applicable nursing experience shall be defined as applicable clinical nursing experience as a registered nurse or licensed practical nurse (including per diem experience) based on the criteria provided for in Section 10.2.1 below, and without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Hospital. The above commitment assumes full-time employment. Prior experience gained while working on a part-time basis will result in a pro rata adjustment to the starting pay rate.

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.

10.2.1 Applicable Prior Experience.

Applicable prior experience shall be credited as follows. One year service credit (1644 hours or one [1] year, whichever is greater) shall be recognized for each year of previous experience in an acute care hospital setting, long-term care in a skilled nursing or sub-acute care setting, ambulatory care or outpatient surgery setting, urgent care walk-in clinics, or an office setting in a multi-specialty office with diagnostic and therapeutic services. One-half year service credit shall be recognized for each year in home health,

office nursing or in an adult family home/assisted living setting. Other types of nursing experience may or may not be credited at the sole discretion of the Hospital.

10.3 Longevity. Nurses will receive longevity increases as follows:

1. Full-time and part-time nurses will receive longevity increases upon the accumulation of each 1664 hours or twelve (12) months of employment, whichever comes last.
2. Per diem nurses will receive longevity increases upon the accumulation of 1664 hours of employment or after four (4) calendar years of employment at the Hospital, whichever comes first.
3. Nurses who are employed on March 1, 2016 will be given credit towards their next step increase for any hours worked between November 1, 2012 and

November 1, 2013, and will receive a step increase effective March 1, 2016 if they are eligible. There will be no retroactive payments.

10.4 Date of implementation.

Wage increases, longevity steps, 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.

10.5 Work on Day Off.

Full-time nurses who either work on a 7/70 agreement or twelve (12) hour shifts per section 5.3 who are called in on their regularly scheduled day off shall be paid at time and one-half for the hours worked.

10.6 Classification Change.

A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the salary schedule.

ARTICLE 11 - OTHER COMPENSATION

11.1 Shift Differential.

Shift differential will be based upon a 24 hour clock, broken into eight (8) hour increments. The three eight (8) hour increments shall be as follows:

1st shift 7 a.m. to 3:30 p.m.
2nd shift 3 p.m. to 11:30 p.m.
3rd shift 11 p.m. to 7:30 a.m.

These normal shifts may be determined by the department manager. Shift differentials will be in effect only if fifty percent (50%) or more of the hours fall within the standard hospital shift times, in which case the shift differential will be paid for the entire shift. A twelve (12) hour shift nurse will receive shift differential pay for the twelve (12) hours worked, at the rate for the shift during which the majority of hours were worked.

11.2 Charge Nurse.

Any registered nurse assigned as charge nurse shall receive two dollars and twenty-five cents (\$2.25) per hour over the regular rate of pay.

11.3 Certification Premium.

Nurses certified in a specialty area by a national organization shall be paid a premium of one dollar (\$1.00) per hour provided the particular certification has been approved by the Chief Clinical Officer/Chief Nurse Executive, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current in good standing.

11.4 Weekend Premium.

Nurses who work weekend hours shall receive the weekend premium for each hour worked on the weekend in addition to their regular rate of pay. The weekend shall be defined as third shift Friday through second shift on Sunday. Weekend premium shall not be included in the nurse's regular rate of pay for overtime calculations, unless required by the Fair Labor Standards Act.

11.5 Degree Premium.

Nurses with a Bachelor of Science in Nursing (BSN) degree shall be paid a premium of one dollar (\$1.00) per hour. It shall be the nurse's responsibility to provide proof of the degree to the Human Resources department in order for the degree premium pay to be initiated.

11.6 Float Premium.

11.6.1 Float Competency

An individual who is floating and is considered competent meets the competency expectations of that department and is capable of effectively managing a full patient load according to the staffing patterns and guidelines of the department they are floating to.

11.6.2 Float Premium Pay

If a nurse is already scheduled to work and they are assigned to float outside of their department and they are competent to do so, they will receive a premium in the amount of one dollar (\$1.00) per hour.

Float premium pay does not apply to positions that have designated float function, nor does it apply to shifts for which a nurse signs up in advance or during which a nurse is cross-training to another department.

11.7 Standby and Call Back.

Nurses placed on standby status, off Hospital premises, shall be compensated at the hourly rate as specified in Appendix A or B. Standby duty will not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits. Whenever the nurse is called in to work from standby status, time and one-half (1 1/2) will be paid. All other legal overtime rules will apply. When a nurse is called in from standby status on a holiday, double time (2x) will be paid. When requested to be in-house, in-house standby will be paid at the hourly rate of \$8.00. In-house standby will occur only by mutual agreement between the nurse involved and the nursing supervisor. Nurses, when called in, will be paid a minimum of four (4) hours with the provision that call in pay shall be a maximum of eight (8) hours per eight (8) hour shift. Paging devices will be provided for all nurses on-call whenever possible.

11.8 Disaster Drills.

Nurses agree to come in, if called and available, during disaster drills; not more than twice a year and for not more than two (2) hours at straight time and no minimum hours of pay.

11.9 Time Paid, But Not Worked.

Time paid, but not worked, shall not count as time worked for calculating overtime pay. Time paid, but not worked, shall count as time worked for the purpose of computing wages and benefits.

11.10 Extra Shift Incentive.

A nurse must work their designated FTE (not less than 0.6 FTE) at their base rate of pay in order to be eligible for extra shift premium. Hours worked in an overtime status as defined by Section 5.5 do not qualify towards fulfilling the designated FTE status. Once a nurse has met these criteria, at the discretion of the manager where other staffing options have been exhausted, extra shift premium paid at a rate of time and a half the base rate of pay plus applicable shift differentials may be granted for additional shifts worked. Where staffing options are determined by the manager to be exhausted, the manager may post shifts as available for extra shift premium pay for eligible nurses.

ARTICLE 12 - PAID TIME OFF (PTO)

12.1 Paid Time Off.

Vacation, holiday, birthday holiday, and floating holiday benefits have been combined into paid time off ("PTO") benefits. All full-time and part-time nurses accrue PTO from the date of hire on the basis of eligible hours based upon full-or part-time positioned calendar years of service, up to the maximum accruals, in accordance with the following schedule. Eligible hours for accrual purposes include straight time, overtime, double time, low census, sick leave and PTO, but to not include standby hours.

<u>Calendar</u> <u>Years of Service</u>	<u>Accrual Per Hour</u>	<u>Maximum Hours</u> <u>Accrued/Pay Period</u>	<u>Maximum Hours</u> <u>Accrued/Year</u>
1 - 3	0.0658	5.26	137
4 - 5	0.0935	7.48	195
6 - 7	0.0969	7.75	202
8 - 9	0.0114	8.03	209
10 - 11	0.1039	8.31	216
12 - 14	0.1108	8.86	230
15 - 17	0.1142	9.14	238
18 -20	0.1177	9.42	245
21+	0.1211	9.69	252

Accrual per hour is equal to the maximum hours accrued per year divided by 2080. The maximum number of hours that can be accrued is based on eighty (80) eligible hours per pay period. After successful completion of the probationary period, full-time and part-time nurses may use PTO in increments not to exceed the nurse's normal shift, for absences due to vacation, holidays, or low census. A nurse may carry over any earned but unused PTO at the conclusion of an anniversary year.

12.2 Traditional Holidays.

The following traditional holidays shall be recognized under this Agreement:

New Year's Day- January 1
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - 4th Thursday in November
Christmas Day - December 25

If an eligible nurse scheduled to work on a traditional holiday desires the day off, the nurse must request the time off and, if approved, must record the appropriate number of PTO hours on the timecard.

12.3 Worked Holiday.

A full-time, part-time, or per diem nurse required to work on a traditional holiday shall be paid at the rate of one and one-half (1 1/2) times the nurse's hourly rate of pay for all hours worked on the holiday. The Hospital shall rotate holiday work among nurses to the extent possible.

December 24, 3:00 p.m. to December 25, 11:00 p.m. shall be the Christmas holiday and December 31, 3:00 p.m. to January 1, 3:00 p.m. shall be the New Year's holiday. Thanksgiving and other traditional holidays begin at 11:00 p.m. the day before and end at 11:00 p.m. the day of the traditional holiday.

A twelve (12) hour shift nurse who works a traditional holiday will be paid at the premium rate of time and one-half (1 1/2) for all hours worked on the holiday. Holidays for twelve (12) hour shift nurses shall begin at 6:00 p.m. or 7:00 p.m. the day before (depending upon the nurse's scheduled shift start time) and end at 6:00 p.m. or 7:00 p.m. the day of the traditional holiday.

12.4 PTO Scheduling.

The Hospital retains the right to schedule use of PTO in such a way as will least interfere with patient care and workload requirements of the Hospital.

12.5 PTO Paid in Lieu of Work.

PTO pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's regular rate of pay.

A twelve (12) hour shift nurse shall be paid twelve (12) hours for each sick leave day or PTO day approved, up to forty (40) hours per each seven (7) day period, limited to the actual hours accrued.

12.6 Payment Upon Termination.

After completion of the probationary period, nurses shall be paid upon termination of employment for any PTO earned but not used, at the nurse's regular rate of pay.

12.7 PTO Maximum Accrual.

The maximum amount of PTO accrual that may be accumulated is 480 hours. Nurses who had accrued more than 480 hours of PTO prior to the ratification of this contract will stop accruing until they are below the maximum. These nurses will be cashed out for their accrued hours over the maximum at forty (40) hours per pay period until they are below 480 hours.

12.8 PTO Cash Out.

An employee may elect a one-time cash out of up to thirty (30) hours of his/her accrued and unused Paid Time Off (PTO) per payroll year. The employee must make an irrevocable election of such cash-out during the open enrollment period of the preceding year. The employee must also retain at least forty (40) hours in his/her PTO bank after the cash-out, or the cash-out amount will be reduced or denied. The employee must select a cash-out date from amongst the pay periods designated by the Employer at the time of open enrollment.

ARTICLE 13 - SICK LEAVE

13.1 Sick Leave Conditions.

Sick leave shall be granted and paid at the nurse's regular rate of pay for any of the following conditions:

1. Illness or injury which has incapacitated the nurse from performing normal duties including disability due to pregnancy, miscarriage, abortion, childbirth and recovery.

2. To care for a child (natural, adopted, or foster), spouse or parent with a serious health condition.

13.2 Sick Leave Accumulation.

Full-time nurses shall be entitled to accumulate eight (8) hours paid sick leave for each month of service. Sick leave benefits shall accumulate from date of hire to a maximum of 720 hours. Part-time nurses shall accumulate paid sick leave on the basis of one (1) hour for every twenty-two (22) hours worked, accumulative up to 576 hours. Sick leave benefits shall accumulate from date of hire.

13.3 Sick Leave Use.

After completion of the probationary period, absences due to illness shall be compensated if accrued sick leave is available. Nurses shall notify the Hospital two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for disciplinary action up to and including termination.

13.4 Job Related Illness or Injury.

In the event of absence from work due to illness or injury received in the course of employment and for which compensation under the Worker's Compensation Act has been allowed, accrued sick leave may be used to supplement that compensation to the extent of the difference between that compensation and effective rate of pay.

ARTICLE 14- MEDICAL AND INSURANCE BENEFITS

14.1 Health Benefits.

Beginning the first of the month following completion of sixty (60) days of continuous employment, full-time and part-time nurses who are positioned to work twenty (20) hours or more during a seven (7) day period or forty (40) hours or more during a fourteen (14) day period shall be eligible for coverage under the Hospital's group health insurance programs, which include medical, dental and vision. The Hospital will pay one hundred percent (100%) of the premium cost for each eligible nurse currently employed at the time of ratification of this Agreement. The Hospital will pay one hundred percent of the premium cost for each eligible nurse employed after ratification of this Agreement in a full insurance plan designated by mutual

agreement between the Hospital and Union. The current plan mutually agreed upon is the Uniform Medical Plan Classic.

The Hospital agrees not to reduce the current level of medical plan benefits coverage including increases in co-payments, deductible, coinsurance and out of pocket expense during the term of this Agreement unless such reduction is mandated and/or implemented by the current provider of the group health insurance. In such case the Hospital shall meet with the Union to give the nurses an opportunity to express which of the proposed alternatives the nurses wish the Hospital to select before selecting a revised plan if the Hospital is given an option. Participation in the Hospital's group health insurance program shall be subject to specific plan eligibility requirements. Eligible nurses may select dependent coverage at an additional cost to the Nurse.

If the current provider of a group health insurance plan informs the Hospital that it intends to modify or alter any benefit or provision of an existing plan, the Hospital shall meet with the Union to give the nurses the opportunity to express which of the proposed alternatives the nurses would like the Hospital to select before selecting a revised plan. The Hospital shall not be required to continue to provide benefits that are no longer included in the provider's revised options. If the Hospital chooses to select or provide an alternative plan(s) with a different provider, the Hospital must bargain with the Union prior to the implementation of the change.

This Article will open for renegotiation if during the life of this Agreement, local, state or federal laws or regulations become effective and require the Hospital to provide group health insurance to its nurses and contribute towards the premium costs of such coverage.

14.1.1 Waiving Co-Payments.

The Hospital will continue its current practice of waiving copayments for nurses and their dependents who receive hospital care (not including physician services) at EvergreenHealth Momoe and who are otherwise eligible to be enrolled in the Hospital's medical insurance plan. This provision does not apply for services provided at the Hospital by third parties who bill separate from the Hospital.

14.2 Single Rate of Pay.

Nurses who are eligible for health insurance benefits, PTO and Sick Leave benefits as described in Articles 12 and 13 are not eligible for the per diem rate of pay, except as provided under Section 8.11, Recall Roster

14.3 Life Insurance.

The Hospital shall provide during the term of this Agreement a group life insurance plan. Eligibility and benefits will be determined by the plan's terms. In the event the Hospital modifies

its life insurance plan(s) or provides alternative plan(s), the Hospital will bargain with the Union prior to implementation

14.4 Long-Term Disability Insurance.

The Hospital shall provide during the term of this Agreement a group long-term disability insurance plan. Eligibility and benefits will be determined by the plan's terms. In the event the Hospital modifies its long-term disability plan(s) or provides alternative plan(s), the Hospital will bargain with the Union prior to implementation.

14.5 Retirement Plan.

The Hospital shall provide during the term of this Agreement a retirement plan. Eligibility and benefits will be determined by the plan's terms. Effective January 1, 2016, the Hospital will make a matching contribution equal to two dollars (\$2.00) for each one dollar (\$1.00) of compensation the employee contributes, up to a Hospital contribution of three percent (3%) of the employee's eligible compensation in accordance with the terms of the retirement plan. Effective January 1, 2017, the Hospital will make a matching contribution equal to two dollars (\$2.00) for each one dollar (\$1.00) of compensation the employee contributes, up to a Hospital contribution of five percent (5%) of the employee's eligible compensation in accordance with the terms of the retirement plan. The Hospital agrees not to reduce the current level of Hospital contribution (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

14.6 Screening Tests and Examination.

Upon the nurse's request with a valid provider's order, a CBC, EKG, mammogram and urinalysis will be provided at the Hospital at no cost to the nurse (not including professional fees billed by any providers) once per year. A follow-up visit with a physician may be required for interpreting test results at the nurse's expense.

14.7 Workers' Compensation.

The Hospital will provide Workers' Compensation Insurance in accordance with the laws of the State of Washington. Employee deductions may be made to the maximum amount allowable by law.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 Definition of Leave of Absence.

A "Leave of Absence" is a predetermined and definite period of time during which a nurse is permitted to be absent from work without loss of accumulated seniority. Accrual of a nurse's PTO and sick leave shall be suspended during an unpaid leave of absence.

15.2 Grants of Leaves of Absence.

After successfully completing the probationary period, or upon the CEO or designee's approval, a nurse may apply in writing for an unpaid Leave of Absence as far in advance of the leave as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the Leave of Absence, shall be given by the Hospital within thirty (30) days after receiving the request. Unless otherwise provided by law, the maximum period permissible for an unpaid Leave of Absence is six (6) months. Failure to return from Leave of Absence on or before the leave's expiration date without receiving prior approval from the nurse's supervisor (or subsequent approval in the case of an emergency that prevented the nurse from getting prior approval) shall be treated as a voluntary termination as of the date the nurse was supposed to have returned to work. All Leaves of Absence granted in the following sections are pursuant to the provisions of this section.

15.3 Family and Medical Leave.

A Leave of Absence without pay shall be granted upon the request of the nurse who has completed one (1) year of employment for a period of up to six (6) months except where longer as provided by law: (1) to care for a newborn child, an adopted child, or a foster child under the age of eighteen (18) or a child under eighteen (18) who is terminal; (2) to care for a spouse, domestic partner, child, child of domestic partner, or parent who has a serious health condition; or (3) because of a serious health condition that makes the nurse unable to perform the functions of his or her position. The terms child, spouse, parent and serious health condition shall be defined by applicable law. A Leave of Absence taken for the care of a newborn, adopted child or foster child must be completed within twelve (12) months of the child's birth or placement for adoption or foster care.

A Leave of Absence may be taken in a single block, or if required by law, on a reduced work schedule or an intermittent basis. A Leave of Absence shall be granted without loss of benefits and seniority to the date the leave commences. During the period of leave, the Hospital's and nurse's respective contributions towards group insurance benefits shall be continued to the

extent and for the duration required by law. Absent unanticipated circumstances, a nurse must give at least thirty (30) days' written notice in advance of a Leave of Absence. If the nurse has given

proper notice, and the periods of absence from work do not exceed twelve (12) weeks within a twelve (12) months period, the nurse shall return to his or her job position. Provided, however, that the position of a female nurse returning from a Leave of Absence due to her disability due to pregnancy and childbirth, plus a Leave of Absence to care for the newborn child, shall be entitled to return to her former position provided her combined leaves did not exceed her certified disability period plus twelve (12) weeks of leave to care for the newborn child.

Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available position or a similar opening for which the nurse is qualified. A nurse must use paid leave to the extent accrued during Leaves of Absence due to the nurse's or his/her child's, spouse's, domestic partner or parent's serious health condition.

Family Leave shall be interpreted consistently with federal and state law. If a leave qualified under both federal and state law, and this collective bargaining agreement, the leaves shall run concurrently.

15.4 Use of Paid Leave to Care for Family Members.

Nurses can use accrued sick, Paid Time Off or personal 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.

15.5 Health Leave.

After completion of the probationary period, a leave of absence not to exceed six (6) months, except where noted below, will be granted to nurses not eligible for a leave under the Family Medical Leave Act for a personal illness or personal injury without the loss of accrued benefits. A leave of absence begins on the date of first absence from work. Nurses on Health & Maternity Leave for health reasons must use accumulated sick and/or other PTO paid leave if available for the duration of the leave. A nurse on a medical leave of absence not exceeding twelve (12) weeks from the date of first absence from work shall be entitled to return to the nurse's prior position. Thereafter, a nurse out on Health Leave will return to a comparable position (same FTE status, same shift, same job class and same pay rate) if:

1. The leave is unpaid for no more than twelve (12) weeks
2. Sick leave and/or PTO is used, up to six (6) months.
3. Leave for an "on-the-job injury" is for not more than six (6) months. The nurse may extend the leave of absence for up to an additional six (6) months (twelve[12] months total) if the nurse is projected to return to work.

15.6 Military Leave.

Leave required in order for an affected nurse to maintain status in a military reserve of the United States shall be granted without loss of accrued benefits. After one (1) year of employment, an affected nurse called for temporary reserve duty will be paid the difference between the pay they receive for such service and the amount of straight time earnings lost by reason of such service up to the maximum of eighty (80) hours. In order to be eligible for payments under this provision, the nurse must furnish a written statement from the appropriate public official to Human Resources showing the date and time served and the amount of military pay received.

15.7 Professional or Study Leave.

After five (5) years of continuous employment, permission may be granted for a Leave of Absence of up to six (6) months, without pay, for job related study. This leave will be without loss of accrued benefits and with previous position held. Such leave will be granted if it does not jeopardize Hospital service, i.e. a temporary nurse can be found for replacement. Applications for professional or study leave must be submitted at least sixty (60) days in advance of the requested start date.

15.8 Paid Educational/Professional Leave Time and Education Expenses.

After completion of the probationary period, nurses shall be allowed paid leave time and/or tuition/registration expenses, in accordance with the following schedule, for education or professional purposes (including successful completion of specialty certification exams), providing such leave time/expenses shall be subject to scheduling requirements of the Hospital, approval of the subject matter and verification of attendance and/or completion of the course. Education/Professional leave time/expenses may be used on an hourly basis and shall not be carried over from one calendar year to the next. A twelve (12) hour shift nurse will be compensated for attendance at approved education conferences for eight (8) hours at the straight time rate for each approved day off.

<u>FTE Status</u>	<u>Hours</u>	<u>Dollars</u>
0.9- 1.0	32	200
0.6 - 0.89	24	150
0.4 - 0.59	24	100
0.1 - 0.39	24	60

15.9 Professional Meetings.

Full-time and part-time nurses may be granted up to twenty-four (24) hours a year with pay, providing the number of nurses wishing to attend does not jeopardize the Hospital service. Professional days will be granted only if the nurse belongs to a professional organization.

15.10 Approved Expenses.

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

15.11 Jury Duty.

A full-time or part-time nurse shall be paid the regular rate of pay minus the amount of compensation derived from jury service for any regularly scheduled work hours during which he/she is required to perform jury duty without using any Leave time in accordance with the following guidelines: (a) the nurse must present evidence of jury service to his/her immediate supervisor immediately after she/he has received the Summons; (b) the nurse must provide the Hospital with a copy of any jury duty check received, and (c) the nurse must report for those reasonable amounts of work that the hours of jury duty and rules of court permit while the nurse is serving on jury duty.

There shall be no loss of accumulated benefits to nurses while on jury duty with or without pay. If business necessity requires, the Hospital may request that the nurse seek to postpone jury duty until a later time or forego payment for any time served.

15.12 Hospital Related Court Appearances.

The hours spent by nurses who have been requested by the Hospital to appear as a witness on the Hospital's behalf in a judicial proceeding in which the nurse is not a party, shall be considered as hours worked for purposes of the Agreement.

15.13 Bereavement Leave.

Bereavement leave of up to three (3) days leave with pay for regularly scheduled hours of work shall be granted to a full-time or, part-time Nurses because of death in his/her immediate or extended family. Nurses shall be paid at their base rate of pay. Immediate family shall be defined as wife, husband, step-parents brother, sister, child, stepchild, parent, grandchild, grandparent, mother-in-law, or father-in-law of the nurse. Extended family shall be defined as domestic partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece,

and nephew. The Hospital may request verification from the Nurse to confirm the basis for the leave.

An additional two (2) days of bereavement leave pay shall be granted when a Nurse is required to travel more than 500 miles one way to attend the funeral or to complete arrangements. The Nurse must submit verification of the need for the additional leave.

15.14 Personal Leave.

All full-time and part-time nurses shall be granted twenty-four (24) hours off per year without pay upon request, providing such leave does not jeopardize the Hospital service.

15.15 Paid Leave.

A leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation status with the Hospital. Reinstatement to the same position and status shall be guaranteed upon return from a paid leave.

15.16 Unpaid Leave.

Leave without pay for twelve (12) months or less shall not affect the nurse's accrued seniority. The nurse is guaranteed the first choice on the first available similar opening for which the nurse is qualified, unless required otherwise by Family and Medical Leave Act.

15.17 Worker's Compensation.

Nurses receiving industrial benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status, providing a complete medical clearance is obtained. Nurses receiving industrial insurance benefits for more than twelve (12) weeks shall be offered the first available position for which the nurse is qualified, provided a complete medical clearance is obtained.

15.18 Leave for Union Sponsored Activities.

Nurses who are Union officers, delegates, committee members and other bargaining unit members appointed by the Union will be provided time off without pay or may use accrued PTO to attend activities sponsored by the Union as follows:

1. The Parties recognize that patient care needs must be given first priority when requests for leave are considered under this section, and approved leave will be contingent on the ability to safeguard patient care activities at the time the leave is taken.

2. Employees requesting leave under this section must submit a request for leave to the department manager at least fourteen (14) days in advance of the leave date.
3. Subject to this advance notice requirement and scheduling and staffing requirements as determined by the Hospital, employees will be granted up to ten shifts during the term of this Agreement with guaranteed same job back without loss of benefits/seniority accrued to the date such leave commences in accordance with the terms of the Agreement. However the number of shifts may be increased by mutual agreement of the nurse and the Chief Nurse Executive/designee.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined.

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

Step 1 Nurse and Clinical Nurse Manager.

If a nurse has a grievance, the nurse shall first present the written grievance, identifying the section of the Agreement breached, to the Clinical Nurse Manager as soon as possible but in no event later than fourteen (14) calendar days of the date the nurse knew or should have been aware that the grievance exists. The nurse, the Clinical Nurse Manager and a Union delegate (if requested by the nurse) shall meet at a mutually agreed upon time to attempt to resolve the grievance. This meeting shall take place within seven (7) calendar days of the date of the written grievance. The Clinical Nurse Manager shall respond in writing within fourteen (14) calendar days of the date of the Step 1 meeting.

Step 2 Nurse, Union Delegate/Representative, and Nurse Executive.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the written grievance to his/her Nurse Executive (or designee) within fourteen (14) calendar days of the Step 1 decision. A conference between the nurse (and a Union delegate/representative, if requested by the nurse), and the Nurse Executive (or designee) shall be held within seven (7) calendar days of receipt of the grievance. The Nurse Executive (or designee) shall issue a written response to the grievant with copy to the Union delegate/representative within fourteen (14) calendar days following the Step 2 meeting.

Step 3 Nurse, Union Representative, and Chief Executive Officer.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Hospital's Chief Executive Officer (or designee) within fourteen

(14) days of the Step 2 decision. The Chief Executive Officer (or designee) shall meet with the nurse and the Union representative within ten (10) days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Chief Executive Officer (or designee) shall issue a written response to the grievant with copy to the Union representative within fourteen (14) calendar days following the Step 3 meeting.

Step 4 Arbitration

If the grievance is not settled on the basis of the foregoing procedures, 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's Chief Executive Officer (or designee) by notifying the Hospital in writing by the 14th calendar day following receipt of the Hospital Chief Executive Officer's determination. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested by the Union from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties subject to the following terms and conditions. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The Hospital and the Union agree that any matter elevated to arbitration shall be prosecuted in a timely manner. The Union shall initiate selection of an arbitrator within forty-five (45) days after its written notice of arbitration to the Hospital.

16.2 Back Pay.

A nurse who through this grievance procedure has been found to have been unjustly suspended or terminated shall receive back pay at the appropriate step rate, plus certification, weekend premium and shift differential, if applicable. Resolution of these issues will include back pay and reinstatement with no loss of benefits or seniority.

16.3 Union Grievance.

The Union may initiate a grievance at Step 2 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.

16.4 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.

ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Hospital 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 Hospital to operate and manage the Hospital including but not limited to the right to require reasonable standards of performance and to maintain order and efficiency; to direct nurses and to determine job duties in accordance with job classifications; to determine assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses, under the limited circumstances required by Senate Bill 6675 (Prohibition of Mandatory Overtime); 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 18 - UNINTERRUPTED PATIENT CARE

18.1 No Strike.

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 nurses and the Hospital. During the term of this Agreement, the nurses shall not incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown or work stoppage, or a threat thereof, the Union will do everything within its power to end or avert same. Any nurse participating in any strike, walkout, slowdown or work stoppage will be subject to immediate dismissal.

ARTICLE 19 - STAFF MEETINGS

Nurses who come in from off duty to report for a mandatory staff meeting or training shall be compensated for such duty with not less than two (2) hours' pay at nurse's regular rate of pay, unless overtime is due.

ARTICLE 20 - COMMITTEES

20.1 Labor-Management Committee.

The Hospital, jointly with 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 Hospital and the nursing staff and to improve working conditions conducive to the delivery of quality care, patient safety and the recruitment and retention of nurses. The function of the Labor-Management Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems.

Given these goals, the Hospital and the Union expressly agree to establish and adhere to a process in which the work of the Committee is focused on major initiatives of importance to both parties, including patient safety.

The Committee shall be established on a permanent basis and shall consist of not more than five (5) representatives of the Hospital and not more than four (4) nurses and a Union representative. The Union shall provide the names of the nurse and Union representative to Human Resources within thirty days of ratification of this Agreement. The Committee will endeavor to include representatives from different clinical areas. The parties will appoint co-chairs for the committee, one of whom shall be a Union co-chair and one of whom will be a management representative. The co-chairs will develop agendas prior to each meeting and facilitate discussion. Representatives of the Labor-Management Committee may request meetings to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel. The Committee shall meet monthly.

20.2 Other Nursing Committees.

Other nursing committees may be established and revised as needed. The structure and purpose of these committees shall be mutually agreed to by the Labor-Management Committee.

20.3 Health and Safety Committee.

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 workplace and its nurses. The Committee may include a nurse representative appointed by the Union as well as nurse elected in accordance with state law. Nurses are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

20.4 Compensation.

Nurses shall be compensated at the regular rate of pay for all time spent on Hospital-established committees and committees set forth in this Article 20 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 Hospital.

ARTICLE 21 - GENERAL PROVISION

21.1 Separability.

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(s) 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 Hospital and the elected representatives shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions

21.2 Past Practices.

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

21.3 Complete Agreement.

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 laws from the area of negotiations, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and without qualification, waives the right, and each agrees that the other shall not be obligated to renegotiate 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.

APPENDIX A-1 -Registered Nurse (RN) Scale

STEP	4/3/2016	1/8/2017
Base	\$27.72	\$28.55
1	\$28.85	\$29.72
2	\$30.03	\$30.93
3	\$31.19	\$32.13
4	\$32.44	\$33.41
5	\$33.63	\$34.64
6	\$34.90	\$35.95
7	\$36.10	\$37.18
8	\$37.34	\$38.46
9	\$38.52	\$39.68
10	\$39.77	\$40.96
11	\$40.37	\$41.58
12	\$40.94	\$42.17
13	\$41.79	\$43.04
14	\$42.56	\$43.84
15	\$43.40	\$44.70
17	\$44.68	\$46.02
19	\$46.01	\$47.39
21	\$46.99	\$48.40
22	\$47.72	\$49.15
25	\$49.32	\$50.80
28	\$51.28	\$52.82

RN - Weekend Differential - \$4.00 Standby - \$5.00
 In-House Standby - \$8.00 (if Hospital Assigned)
 Preceptor - \$1.00
 Evening Shift Differential - \$2.70
 Night Shift Differential - \$4.50 effective the date of ratification
 Bachelor of Science in Nursing (BSN) Degree Differential - \$1.00 effective the date of ratification

2.75% across-the-board increase effective following the date of ratification 3% across-the-board increase effective January 1, 2017

APPENDIX A-2 - REGISTERED NURSE (RN) Per Diem

STEP	4/3/2016	1/8/2017
Base	\$31.05	\$32.83
1	\$32.31	\$34.18
2	\$33.63	\$35.57
3	\$34.93	\$36.95
4	\$36.33	\$38.42
5	\$37.67	\$39.84
6	\$39.09	\$41.34
7	\$40.43	\$42.76
8	\$41.82	\$44.23
9	\$43.14	\$45.63
10	\$44.54	\$47.10
11	\$45.21	\$47.82
12	\$45.85	\$48.50
13	\$46.80	\$49.50
14	\$47.67	\$50.42
15	\$48.61	\$51.41
17	\$50.04	\$52.92
19	\$51.53	\$54.50
21	\$52.63	\$55.66
22	\$53.45	\$56.52
25	\$55.24	\$58.42
28	\$57.43	\$60.74

RN - Weekend Differential - \$4.00

Standby- \$5.00

In-House Standby - \$8.00 (if Hospital Assigned)

Preceptor - \$1.00

Evening Shift Differential - \$2.70

Night Shift Differential - \$4.50 effective the date of ratification

Bachelor of Science in Nursing (BSN) Degree Differential - \$1.00 effective the date of ratification

2.75% across-the-board increase effective following the date of ratification 3% across-the-board increase effective January 1, 2017

APPENDIX A-3 - RN SHIFT COORDINATOR (RSC) SCALE

STEP	4/3/2016	1/8/2017
Base	\$31.75	\$32.70
1	\$32.89	\$33.88
2	\$34.08	\$35.10
3	\$35.23	\$36.29
4	\$36.48	\$37.57
5	\$37.66	\$38.79
6	\$38.93	\$40.10
7	\$40.14	\$41.34
8	\$41.36	\$42.60
9	\$42.55	\$43.83
10	\$43.80	\$45.11
11	\$44.41	\$45.74
12	\$44.98	\$46.33
13	\$45.83	\$47.20
14	\$46.60	\$48.00
15	\$47.44	\$48.86
17	\$48.72	\$50.18
19	\$50.04	\$51.54
21	\$51.01	\$52.54
22	\$51.74	\$53.29
25	\$53.35	\$54.95
28	\$55.32	\$56.98

RSC - Weekend Differential - \$4.00

Standby - \$5.00

In-House Standby - \$8.00 (if Hospital Assigned) Preceptor - \$1.00

Evening Shift Differential - \$2.70

Night Shift Differential - \$4.50 effective the date of ratification

Bachelor of Science in Nursing (BSN) Degree Differential - \$1.00 effective the date of ratification

2.75% across-the-board increase effective following the date of ratification 3% across-the-board increase effective January 1, 2017

APPENDIX B-1 - LICENSED PRACTICAL NURSE (LPN) SCALE

STEP	4/3/2016	1/8/2017
I	\$19.27	\$19.85
2	\$19.89	\$20.49
3	\$20.53	\$21.15
4	\$21.02	\$21.65
5	\$21.54	\$22.19
6	\$22.03	\$22.69
7	\$22.55	\$23.23
8	\$23.09	\$23.78
9	\$23.63	\$24.34
10	\$24.20	\$24.93
II	\$24.76	\$25.50
12	\$25.59	\$26.36
13	\$26.30	\$27.09
14	\$27.56	\$28.39
15	\$28.23	\$29.08
16	\$29.08	\$29.95

LPN - Weekend Differential - \$2.25
 Standby - \$3.25
 In-House Standby- \$8.00 (if Hospital Assigned)
 Preceptor - \$1.00
 Evening Shift Differential - \$2.50
 Night Shift Differential - \$3.00

2.75% across-the-board increase effective following the date of ratification 3% across-the-board increase effective January 1, 2017

APPENDIX B-2 - LICENSED PRACTICAL NURSE (LPN) PER DIEM SCALE

STEP	4/3/2016	1/8/2017
1	\$21.58	\$22.83
2	\$22.28	\$23.56
3	\$22.99	\$24.32
4	\$23.54	\$24.90
5	\$24.12	\$25.52
6	\$24.67	\$26.09
7	\$25.26	\$26.71
8	\$25.86	\$27.35
9	\$26.47	\$27.99
10	\$27.10	\$28.67
11	\$27.73	\$29.33
12	\$28.66	\$30,31
13	\$29.46	\$31.15
14	\$30.87	\$32.65
15	\$31.62	\$33.44
16	\$32.57	\$34.44

- LPN - Weekend Differential - \$2.25
- Standby - \$3.25
- In-House Standby - \$8.00 (if Hospital Assigned)
- Preceptor - \$1.00
- Evening Shift Differential - \$2.50
- Night Shift Differential - \$3.00

2.75 % across-the-board increase effective following the date of ratification 3%
across-the-board increase effective January 1, 2017

APPENDIX C

MEMORANDUM OF UNDERSTANDING-NURSE STAFFING COMMITTEE

I. Purpose

The Union and the Hospital have implemented a joint process regarding decisions about nurse staffing. The joint process is in compliance with the Nurse Staffing law HB 3123 from June 2008.

- A. With agreement by both parties, the Hospital and the Union have established a Joint Labor Management Nurse Staffing committee ("NSC").
- B. The NSC has and will continue to produce the Hospital's annual nurse staffing plan based on the criteria set out below.
- C. If this staffing plan is not adopted by the Hospital, the Chief Executive Officer shall provide a written explanation of the reasons why to the NSC and shall meet with the committee to discuss these reasons. The CEO retains the authority to implement a final staffing plan and this decision shall not be subject to the grievance and arbitration process.
- D. The Hospital has and will continue to post on each patient care unit in a public area, the nurse staffing plan 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 be made available to patients and visitors upon request.
- E. The Hospital will not retaliate against or engage in any form of intimidation of any nurse for performing any duties or responsibilities in connection with the nurse staffing committee; or a nurse who notifies the nurse staffing committee or the Hospital administration of his or her concerns on nurse staffing.

II. Composition

- A. At least one-half of the members of the NSC shall be registered nurses currently providing direct patient care and up to one-half of the members shall be determined by the hospital administration. Every effort will be made to invite a representative from each department that is staffed with registered nurses

providing direct patient care. The terms of these members will be determined by the NSC. One of the RN members will be selected by the Union as a co-chair. The Hospital's Chief Nursing Executive will serve as the other co-chair. The NSC may invite an unlicensed assistive nursing personnel employee providing direct patient care to participate as a non-voting member of the committee.

- B. Management Representatives should include the Chief Nursing Executive, the Director of Human Resources and other appointees to comprise one-half of the committee members.
 - C. Participation in the NSC will be on scheduled work time and compensated at the appropriate rate of pay. NSC members shall be relieved of all other work duties during meetings of the committee.
 - D. Reporting: Minutes will be taken at the NSC and will be posted on all nursing units once approved by the committee co-chairs.
- III. Duties: NSC will do the following:
- A. Produce the hospital's annual nurse staffing plan. Factors to be considered in the development of the plan may include, but are not limited to:
 - 1. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers.
 - 2. Level of intensity of all patients and nature of the care to be delivered on each shift. "Intensity" means the level of patient need for nursing care, as determined by the nursing assessment.
 - 3. Skill mix which means the number of relative percentages of registered nurses, licensed practical nurses, and unlicensed assistive personnel amount the total number of nursing personnel.
 - 4. Level of experience and specialty certification or training of nursing personnel providing care. Nursing personnel includes registered nurses, licensed practical nurses, and unlicensed assistive personnel providing direct patient care.
 - 5. The need for specialized or intensive equipment.
 - 6. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment.

7. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations.
 8. Hospital finances and resources.
 9. Changes to or additions of nursing units.
- B. Provide oversight of the annual patient care unit and shift-based nurse staffing plan.
 - C. Conduct a 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.
 - D. Review, assess and respond to staffing concerns presented to the NSC.