

**Agreement
between**

**Yakima Valley Memorial Hospital and SEIU Healthcare
1199NW**

Yakima Valley Memorial Hospital

2020 - 2023

RNs



SEIUHealthcare®
United for Quality Care

EMPLOYMENT AGREEMENT

By and Between

YAKIMA VALLEY MEMORIAL HOSPITAL

and

SEIU HEALTHCARE 1199NW

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This Agreement is between Yakima Valley Memorial Hospital (the "Hospital") and SEIU Healthcare 1199NW (the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Hospital recognizes SEIU Healthcare 1199NW as the sole and exclusive representative of all Registered Nurses employed in the Hospital as Staff Nurses and excluding Assistant Nurse Managers, Nurse Managers, and Supervisors.

ARTICLE 2 - MEMBERSHIP

2.1 Membership. All RNs covered by this agreement who are members of the Union in good standing on the effective date of this agreement, or who become members of the Union in good standing during the term of this agreement, shall remain members of the Union during the term of this agreement.

Any RN who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail with a copy to the Human Resources Department within the last thirty (30) days prior to the expiration date of this agreement.

2.2 Current Address. Nurses will keep the Hospital informed of any changes in address or phone number.

2.3 Rosters. Monthly, the Hospital shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, telephone numbers, employee identification numbers, hire dates, job classification, shift, FTE status, gross earnings for the preceding two (2) pay periods and hourly rates for pay for each employee and normal hours worked per pay period. This list shall be emailed in Microsoft Excel or transmitted in another mutually agreeable format.

Each month, the Hospital shall also send a list of new hires and their addresses and a list of all employees who have terminated their employment during the previous month.

2.4 Payroll Deductions. The Hospital shall deduct Union dues from nurses' pay upon written authorization from the individual nurse. Dues shall be transmitted to the office of the Union on a biweekly pay period basis by check payable to its order along with a list of each dues-paying member, social security number, dues paid, hours worked and gross earnings. 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 pursuant to this Article.

2.5 Voluntary Political Action Fund Deduction. During the term of this agreement, the Hospital shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU COPE political action contribution wage authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the nurse. The

amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby indemnifies and holds the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's costs of administering this check-off. Accordingly, the parties agree that the Hospital will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable costs of administering the check-off.

ARTICLE 3 - DEFINITIONS

3.1 Staff Nurse. A registered nurse, employed by the Hospital, who is responsible for the direct and/or indirect nursing care of the patient.

3.2 Assistant Nurse Manager ("ANM"). A registered nurse who is responsible for assisting the Nurse Manager or Supervisor for the direct and/or indirect nursing care of patients within a unit and who has been assigned this responsibility by the Chief Nursing Officer ("CNO") or CNO's designee. All newly filled ANM positions are outside of the bargaining unit. Any bargaining unit employee already working as an ANM who wishes to be removed from the bargaining unit shall notify the Hospital and the Union in writing that they wish to be so removed, within sixty (60) days of this Agreement being ratified. Assistant Nurse Managers remaining in the bargaining unit will receive a premium in addition to their regular rate of pay, as set forth in Article 8.5.

3.3 Shift Coordinator. A shift coordinator is a nurse who has been assigned by the Hospital to be responsible on a shift for coordinating staffing and/or patient care. Nurses temporarily assigned by the Department manager or designee to be a Shift Coordinator will receive the Shift Coordinator premium for all hours worked in this assignment. Permanent Coordinator positions will be posted within the applicable department.

3.4 Preceptor. Preceptors assist in the instruction and evaluation of senior nursing leadership practicum students and all registered nurses and LPN's entering a new unit/department and/or nursing role/responsibility. Preceptors also attend and actively participate in preceptor trainings and activities related to preceptor role development and/or are assigned by the Employer to this role. The nurse, when assigned to the preceptor role, will receive an additional \$1.35 per hour over their regular rate of pay, as set forth in Article 8.5.

3.5 New Classification. The Hospital may establish new classifications as needed, after first notifying the union in advance of the proposed classification and the rate of pay. The

Union may request discussion of the proposed classification and rate of pay. Any disputes shall be subject to the grievance and arbitration procedure.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Employment Status. Employment status of nurses shall be determined as follows:

a. Probationary status is held by all nurses for the first three (3) consecutive months of employment, unless extended by mutual agreement of the employee and Hospital. A probationary employee may be terminated without cause and without recourse to the grievance procedure.

b. Regular status is held by full-time, part-time and occasional nurses after three (3) months' employment unless the probationary period is extended by mutual agreement of the employee and Hospital.

c. Full-time status is held by all nurses regularly scheduled to work forty (40) hours per seven (7) day work period or eighty (80) hours per fourteen (14) day work period.

d. Part-time status is held by all nurses regularly scheduled to work at least twenty (20) hours per seven (7) day period or at least forty (40) hours per fourteen (14) day period. All part-time nurses shall be compensated on the same basis as full-time nurses, except that benefits shall be reduced in proportion to the reduced work week which they work (except compassionate leave).

e. Occasional status is held by all nurses who regularly work less than twenty (20) hours per seven (7) day period or forty (40) hours in a fourteen (14) day period.

f. Available status is held by all nurses who do not work definitely scheduled hours, but make themselves available for work when needed. Shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay shall apply. All educational and employment requirements must be met to maintain available status. No benefits or job-bidding seniority shall accrue. Available status nurses must work a minimum of thirty six (36) hours in each rolling three (3) month period in addition to the hours needed to maintain available status.

g. Per diem status is held by all nurses who do not work definitely scheduled hours, but make themselves available for work when needed, including more than one (1) shift (days, evenings or nights), and at least two (2) holidays per calendar year and one (1) out of four (4) consecutive weekends. Regular status nurses reclassified to per diem status shall retain their prior step level for pay purposes plus a fifteen percent (15%) premium above the base rate of pay in lieu of all benefits except shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay. Job-bidding seniority shall not accrue. Step increases shall occur based on Article 7.3. Per diem nurses who return to regular full-time or part-time status within twelve (12) months shall have their seniority and accrual rates reinstated. Nurses who change to per diem from full-time or part-time status shall have the

option of whether to retain accrued sick leave or receive a termination pay-out (Section 11.6) during the twelve (12) month period.

4.2 Notice of Resignation. Regular nurses shall give not less than four (4) weeks' written notice of intended resignation. Failure to give the required notice shall result in loss of accrued holiday, vacation and sick leave benefits.

4.2.1 Transferring from full-time or part-time status to available, occasional or per diem status requires four (4) weeks' written notice. Failure to give the required notice shall result in loss of accrued holiday, vacation and sick leave benefits.

4.3 Notice of Termination. At least two (2) weeks' written notice of termination of employment, or pay in lieu thereof, shall be given a regular nurse by the Hospital, plus any accrued holiday and vacation benefits. However, this section shall not apply to any nurse who is discharged for intentional misconduct.

4.4 Discharge/Discipline. No non-probationary nurse shall be disciplined or discharged except for cause. Where appropriate, an employee will be coached prior to discharge or disciplinary action. Coaching may lead to disciplinary action if the practice or behavior at issue continues. A written record of the concerns, including verbal warnings, forming the basis for disciplinary action shall be made available to the affected nurse. A system of progressive discipline will be practiced when appropriate. Which disciplinary action is taken depends upon the seriousness of the affected nurse's conduct as determined by the Hospital.

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

4.6 Low Census. The Hospital shall, within the Hospital unit, endeavor to implement low census as follows:

- a. Outside agency nurses
- b. Overtime (not due to callback), whenever possible
- c. Volunteers. Nurses who are scheduled to work but volunteer to be released from duty due to low census shall continue to receive medical and dental coverage.
- d. Available nurses
- e. Per diem nurses
- f. Return to authorized hours

g. Occasional nurses

h. Regular nurses rotated equitably as long as the required skill levels and operational requirements of the Hospital are met, beginning with the least senior nurse in the unit. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census.

Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. Prior to assigning low census hours, the Hospital may assign the nurse to skill development, planned cross-training consistent with organization and patient care needs as determined by the Hospital, or other nursing related duties within the Hospital for which the nurse is qualified. To maintain equitable rotation, nurses may choose to work other than their regularly-scheduled shift. A nurse who is required to take low census shall have the opportunity to state to the nurse's supervisor that he/she wishes to work that day. That supervisor shall attempt to locate work in the Hospital that the nurse is able to perform subject to 4.13. Consideration for such temporary reassignment shall be given to nurses who, in the Hospital's judgment, are more affected by low census. If a nurse is required to take low census, the nurse will be excused for the entire scheduled shift unless mutually agreed to a voluntary standby assignment. A nurse may use accrued holiday and vacation leave during low census.

Any nurse who volunteers to be on standby for a regularly scheduled shift shall receive standby pay for the entire shift. If called backed in they shall receive call back pay.

Any nurse who volunteers for standby for a portion of their regularly scheduled shift will be paid standby pay for all hours on standby. If called in during this standby period the nurse shall be paid at the callback rate. Once the standby period ends the nurse shall be paid the appropriate rate of pay for the rest of the scheduled shift.

Any nurse who volunteers for low census will be released until their agreed upon start time/end time.

4.7 Temporarily-Reduced Schedules. Full-time and part-time nurses who agree to work temporarily-reduced schedules at the request of the Hospital shall not lose any benefits to which their authorized status otherwise entitled them, provided the reduced time does not exceed thirty (30) days in one (1) year. Where the reduction exceeds thirty (30) days in one (1) year, the nurse's FTE status shall be changed.

4.8 Posting Positions. The Hospital shall post any new and vacant nurse positions, FTE's, or any portion of an FTE on the intranet for not less than five (5) calendar days. New positions will not be posted on the weekends. A temporary position (one which the chief nursing executive expects to exist for less than ninety (90) days need not be posted. The Hospital shall not fill the position for the first five (5) calendar days of the posting unless circumstances require immediate replacement. A nurse may apply at the time of posting. The nurse will be notified when the position has been filled. Whenever a job opening occurs in the bargaining unit, the Hospital will give preference to currently employed nurses, provided their skill, competency, and ability to perform the position are equal with those of the other applicant as determined by the chief nursing executive based upon documented performance standards, evaluations, and

qualifications. When filling a position with currently employed nurses, their skill, competency, and ability to perform the position as determined by the chief nursing executive, will be controlling; when such skill, competency, and ability is equal, the more senior nurse will get the position. At the Hospital's discretion, a nurse's request for transfer to a new position may be denied if the nurse's current position has been held for less than one (1) year.

4.9 Personnel File. All nurses shall have access to see their personnel files by appointment with Human Resources.

4.10 Contract. The Hospital shall distribute a copy of this Agreement, provided by the Union, to each newly-hired registered nurse in the bargaining unit within the first week of employment/orientation.

4.11 Performance Evaluations. An evaluation program should be considered as a step in bringing about, as well as determining, progress in achieving personal and professional growth and development, resulting in better patient care. Nurses will be given written performance evaluations at the end of their probationary period and annually thereafter. The nurse will be given a copy of the evaluation. The nurse may make additions to or comment on the performance evaluation, in writing, and have this attached as a permanent part of the evaluation record. Nurses will receive their annual salary increases independent of whether they have received their annual evaluations.

4.12 Personnel Action Forms. Electronic Personnel Action Forms, to which a nurse will have access, will be used to specify changes in employment status.

4.13 Float. Except in emergencies, nurses will only be required to float to those areas within the Hospital where they have received orientation necessary to perform assigned tasks. When required to float, nurses will not be required to perform nursing tasks or procedures for which they have not been trained. When there is a need for additional staff outside of the core staff on a unit/nursing area and there are available float pool nurses, they will be utilized first. Orientation to perform the assigned tasks will be provided via a unit-specific one page sheet developed by each unit's educator and approved by the Nurse Manager. Where additional orientation is required, a plan will be developed by the Nurse Manager. Should the Nursing Supervisor or designee determine that there is an emergency need for staff in an area outside of his/her core a staff nurse may be floated to that area to provide care at the level/role he/she can perform based on knowledge, skill sets, or orientation and the skill set of the role required at that time. The staff nurse who is floated to an area outside of his/her core will complete an evaluation of the float experience on that shift, to be forwarded to the Nurse Staffing and Practice Committee. Data from these evaluations will be consolidated for interpretation, and findings will be shared and changes for improvement shall be implemented as needed. Should any staff nurse have concerns about the assignment or a task that he/she is asked to do when floating the Nurse will discuss and attempt to resolve concerns with the Shift Coordinator, Nurse Manager, or Nursing Supervisor. Management and the Union encourage nurses to meet new challenges and gain new knowledge.

4.14 Job Transfer. Nurses receiving transfer to new positions will be assured that position as soon as practical. Should a delay arise, the nurse will receive written explanation.

4.15 Orientation. The orienting nurse will be assigned to work with other experienced registered nurses in order to facilitate the learning of needed skills and the organization of the nursing unit. A Skills Check List specific to each unit will be used to indicate past experiences and present needs for the orienting nurse. The Nurse Manager or Supervisor will make a good faith effort to adjust assignments based on the documented skills level attained or needed.

ARTICLE 5 - SENIORITY - LAYOFF - RECALL

5.1 Seniority Defined. Seniority is determined based upon hours paid (excluding overtime) since most recent date of hire as a registered nurse. Seniority records shall be available for the nurse's inspection at the Human Resources Department. Seniority shall not apply to a nurse until completion of the required probationary period, whereupon seniority rights shall be retroactive to the employment date. Nurses shall only lose their seniority rights for one of the following reasons:

- a. Voluntary termination.
- b. Discharge for proper cause.
- c. Failure to report from layoff within five (5) days after receiving notification to return to work (subject to Section 5.7)
- d. Failure to keep the Hospital informed of current address, telephone number and the nurse's continued interest in employment while on layoff. (Section 5.8)
- e. Layoff for more than twelve (12) months.
- f. Absence due to occupational sickness or injury at work for more than twelve (12) months, after using accrued sick leave and/or vacation; this time may be extended by mutual agreement.
- g. Absence due to other sickness or injury for more than six (6) months, after using accrued sick leave and/or vacation; this time may be extended by mutual agreement.
- h. A bargaining unit nurse who moves into a non-bargaining unit position (i.e. ANM, nurse manager) will cease to accrue seniority. If he or she returns to a bargaining unit position, their seniority will be restored.

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

5.2.1 Roster. If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy immediately provided to the Union, together with a listing of any vacant positions.

5.2.2 Options Before Layoff. Prior to an involuntary layoff, all nurses in the bargaining unit shall be offered the following options:

- a. Voluntary leave of absence
- b. Voluntary layoff

5.2.3 Vacancies. If a vacancy occurs after the layoff announcement, the vacancy will first be open only to regular nurses on the unit where the vacancy exists, and it will be awarded on the basis of seniority. Any subsequent vacancies within the unit will be available first to the nurses currently on that unit. If a vacancy exists after having been open only to nurses currently on that unit, then the vacancy will be open only to regular nurses who are directly affected by the layoff. If the vacancy still exists, then it will be open to nurses housewide in accordance with regular posting procedures.

5.3 Layoff. A layoff is a permanent or prolonged reduction in the number of full-time and/or part-time nurses employed by the Hospital excluding reductions by attrition. If a unit layoff is determined by the Hospital to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff. The nurse(s) designated for layoff on that shift may as an alternative to accepting the layoff:

- a. take a vacant position on the unit,
- b. take the position of the least senior nurse(s) on that unit,
- c. apply for a vacant position on another unit or service (with retraining opportunities),
- d. take the position of the least senior nurse in the bargaining unit (with retraining opportunities pursuant to Section 5.5) provided the nurse is or would become qualified as determined by the Hospital, based upon established criteria.

5.3.2 Multiple Layoffs. If there are multiple layoffs within a unit, a pool of the least senior nurses on that unit will be created equal to the number of nurses on the unit who are designated for layoff. In order of seniority, nurses designated for layoff with more seniority may choose to displace any position within that unit's pool of least senior nurses.

A pool of the least senior nurses housewide will also be created equal to the number of nurses housewide who are designated for layoff. In order of seniority, nurses designated for layoff with more seniority may choose to displace any position in the housewide pool of least senior nurses, provided the nurse is or would (with retraining opportunities pursuant to Section 5.5) become qualified as determined by the Hospital, based upon established criteria. Any nurse

displaced from this pool shall be subject to immediate layoff (with reinstatement rights) without further options.

5.3.3 Unit Closure. If a unit is permanently closed, this closure shall be regarded as a "unit layoff" and the above procedure shall be utilized.

5.4 Unit Merger. In the event of a merger of two (2) or more units into a single unit on a permanent basis, the Hospital will determine the number of full-time and part-time FTEs by shift required for the new unit, including any qualification requirements. The Hospital will notify the Union in advance of FTEs being posted. At the request of either party, a meeting shall take place to discuss the effects, if any, of a unit merger. A listing of the FTEs for each shift on the new unit shall be posted on the unit(s) for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Hospital a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Hospital will assign nurses to positions on the new unit based upon seniority, providing the new unit's patient care requirements are satisfied as determined by the Hospital, based upon established criteria. Nurses who are not assigned a position on the new or restructured unit will be laid off or may select from the options set forth in Section 5.3. In the event the new unit has the identical positions on each shift as prior to the merger, nurses will continue in their respective positions without recourse to the seven (7) day posting procedures.

5.5 Training. A nurse subject to layoff will be considered eligible for a vacant position or to take the position of the least senior nurse in the bargaining unit if, in the Hospital's determination, based upon established criteria, the nurse could reasonably be expected to become competent and qualified to perform the required work with up to three (3) weeks training/orientation to a non-specialty unit or up to eight (8) weeks training/orientation to a specialty unit (including, without limitation, CCU, ER, NICU, Labor and Delivery, Telemetry, OR and PACU). If the nurse is not currently certified or currently enrolled in a required specialty course, the nurse will be laid off, but will be permitted to take such specialty training when it is next regularly offered by the Hospital or other sources approved by the Hospital. When the nurse satisfactorily completes the specialty course, such nurse will replace the least senior nurse in the specialty unit providing the nurse replaced has less seniority, and the nurse will be given up to eight (8) weeks of training/orientation to the specialty unit.

5.6 Temporary/Intermittent Work. If requested by the nurse, a nurse specifically designated for layoff may take scheduled temporary shifts throughout the Hospital on the basis of seniority, providing the nurse is qualified as determined by the Hospital, based upon established criteria, and the additional hours do not result in overtime or premium pay. If a nurse has been laid off, the nurse may notify the CCO or CCO's designee in writing of the nurse's interest in and specific availability for temporary/intermittent/per diem work. The nurse will identify those units the nurse is competent to work and the shifts and days of the week the nurse is available. The Hospital will make a good faith effort to provide as much work for the nurse as is practical in mutually agreed upon units subject to the nurse's availability and the ability of the Hospital to notify the nurse on a timely basis. Subject to these conditions, such laid off nurse will be given the opportunity to work in an approved unit ahead of other per diem, available, or occasional nurses.

5.7 Recall. Nurses who have been laid off shall be placed on a recall roster for a period of twelve (12) months from date of layoff. The nurses shall provide the Hospital with a written statement indicating the positions/units, shift and FTE the nurse is willing to return to upon recall. When a vacancy occurs, nurses will be recalled for positions for which they have indicated their interest and availability, by seniority, providing the nurse is qualified as determined by the Hospital, based upon established criteria. The Union shall be provided a copy of this recall roster. Upon recall to work, the nurse shall have all previously-accrued benefits and seniority restored. A nurse shall be removed from the roster only upon re-employment, refusal to accept a comparable position (same unit, shift and FTE) or after refusing three (3) non-comparable positions that the nurse had expressed interest in based upon the prior written statement provided to the Hospital at the time of layoff, or after a period of twelve (12) months from date of layoff.

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

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Standard Work Period. The standard work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

6.2 Standard Work Day. The standard work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours with a thirty (30) minute unpaid meal break. A ten (10) minute rest period will be allowed as near to the middle of each four (4) hour half work day as is possible. If the nurse cannot take a rest period or meal period, if required by law the nurse will be paid at the rate established in the Overtime Article. The Hospital will not discipline nurses for accurately reporting missed meal periods or rest breaks. The Hospital reserves the right to address the reasons the meal periods or rest breaks have been missed.

6.3 Schedules. A schedule for two full pay periods (4 weeks) shall be posted by no later than four (4) weeks prior to the beginning of the first day of the schedule. No nurse shall be required to work in excess of six (6) consecutive days unless the individual nurse agrees otherwise. A posted schedule may be changed by mutual consent of a nurse and the Hospital.

6.4 Rest Between Shifts. The Hospital will endeavor to schedule nurses so that they have an unbroken rest period of at least twelve (12) hours between shifts, unless the change is by mutual agreement. All time worked within nine and one-half (9 1/2) hours and continuing until the completion of the shift shall be paid at time and one-half (1 1/2). Provided, however, that this Section 6.4 shall not apply to those instances where an employee reports for work two (2) hours or less in advance of the nurse's next regularly scheduled shift and the nurse has had at least nine and one-half (9 1/2) hours off duty prior to the nurse reporting for work. This rule

shall apply whether the callback assignment is contiguous with the next scheduled shift or whether the callback assignment is completed prior to the beginning of the next scheduled shift and a break in service occurs. This Section 6.4 shall apply if the nurse is called back to work more than two (2) hours prior to the beginning of the nurse's next regularly scheduled shift, and does not have a rest break interval of at least nine and one-half (9 1/2) hours off duty after completing the callback assignment and before the next scheduled shift.

This section does not apply to innovative shifts, except that in the first paragraph, the second sentence does apply.

6.5 Weekends. The Hospital will continue its good faith effort to schedule all full-time and part-time nurses for two (2) out of four (4) continuous weekends off. If a nurse is not on call and is scheduled (per Section 6.3, Schedules) and works any part of the three (3) successive weekends, the nurse will be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate for all hours worked on the third (3rd) successive weekend. When a nurse works on an unscheduled weekend, all hours worked will be paid at time and one-half (1 1/2). This section does not apply those nurses who volunteer for more frequent weekend duty.

6.6 Weekend Premium. A nurse working on a weekend shall be paid a premium in accordance with Article 8.5 for each hour worked on the weekend in addition to the nurse's regular rate of pay. A nurse who agrees to voluntarily work a three (3) out of four (4) continuous weekends, or every weekend, will be paid in accordance with Article 8.5 for each weekend hour worked. Weekend premium will be paid on overtime hours worked. For purposes of weekend premium pay, the weekend shall be defined for day and evening personnel as Saturday and Sunday; for night personnel the weekend shall be Friday and Saturday night.

6.7 Shift Rotation. The Hospital will make a good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as practical.

6.8 Hours Compensated. Time paid, excluding overtime, shall be considered as time worked for purposes of computing seniority, pension coverage, dental, medical, surgical and hospital insurance, and benefits (the percent of holiday, sick leave, vacation, and professional time the nurse receives). If a nurse is excused from a regularly-scheduled shift due to working hours in addition to the regular schedule, then the nurse shall receive all the above accruals on the hours scheduled but not worked.

6.8.1 Scheduled vacation, holiday or use of sick leave for missed work will be used at the nurse's discretion in the event extra shifts are taken above the nurse's FTE.

6.9 Overtime. Any time actually work before and/or after the standard workday shall be paid at the rate of time and one-half (1 1/2) of the regular rate of pay for the first four (4) hours, and at the rate of two (2) times the regular rate of pay for the remaining hours. Any time actually worked before and/or after the innovative workday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay if less than sixteen (16) hours are worked. If sixteen (16) or more hours are worked, the innovative shift nurse will be paid two times (2x) the regular rate

of pay for all hours worked over twelve (12) hours. Regular pay is to include shift differential and certification pay (8.5). Overtime pay shall begin as of the end of the scheduled workday and shall be calculated to the nearest fifteen (15) minutes. There shall be no pyramiding of overtime pay and/or premium pay paid at the rate of one and one-half (1 1/2) or double time (2x). Overtime is to be requested and approved by the nurse's supervisor or designee prior to the end of the scheduled shift whenever possible, but at any rate, within twenty-four (24) hours of the shift during which it was worked. Certain nurses who are in positions of patient care support and have needs for flexible workdays shall not be subject to overtime payments when exceeding the standard or innovative workday as a result of their patient care support duties; and such nurses will receive overtime when their patient care support duties cause them to exceed forty (40) worked hours within an individual week. Nurses within this latter classification shall initially include Assistant Nurse Managers, unit educators, trauma coordinator(s), nursing case managers within Clinical Resource Management and the hospitalist unit, and all nursing staff employed within the Performance Improvement, Wound Care/Diabetes, Water's Edge, North Star Lodge (with the exception of infusion nurses), and the Information Technology Departments. When nurses in the patient care support positions are scheduled for a direct patient care shift, hours worked over the scheduled shift will be paid daily overtime. Other jobs may be added to this classification upon mutual agreement between the Hospital and the Union.

6.10 Work in Advance of Shift. When a nurse, at the request of the Hospital, reports to work in advance of the assigned shift, the nurse and the supervisor may mutually agree that the nurse may go home prior to the end of the assigned shift, with pay for time worked.

6.11 Transport of Patients. Transport of patients shall include appropriate training as defined by the CNO or CNO's designee for the nurses involved. When a nurse covered by this Agreement is required by the Hospital to transport a patient, the nurse shall be considered in the employ of the Hospital, and all provisions of the Agreement shall apply to actual on-duty time. The Hospital shall compensate the nurse at time and one-half (1 1/2), and for all necessary travel expenses incurred by the nurse under these circumstances. The Hospital's prior approval for travel expenses shall be obtained in writing whenever possible.

6.12 Innovative Shifts, Work Periods and Days. The Hospital and the nurses mutually recognize the benefit innovative work schedules may have on recruitment and retention of qualified nurses. To further encourage the exploration, development, and offering of innovative work schedules, the Hospital and the nurses agree to work together to create an environment where nursing staff and nurse managers have an opportunity to consider innovative work schedules, taking into consideration such factors as patient care needs, nurse interest, cost impact on operations, turnover and vacancy rates, the use of overtime and employee morale.

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

Nurses working a ten (10) hour shift will receive two (2) ten (10) minute paid rest breaks and a thirty (30) minute unpaid meal period. Nurses working a twelve (12) hour shift will receive three (3) ten (10) minute paid rest breaks, and a thirty (30) minute unpaid meal period. Nurses working a nine (9) hour shift will receive two (2) ten (10) minute paid rest breaks and an unpaid meal period, except the meal period for the nine (9) hour night shift shall be paid.

Prior to adding, deleting, or a change in hours to or from innovative work schedules involving a Registered Nurse (other than one nurse replacing another nurse), the Hospital will send a notice of such change to the Union. Upon request, the Hospital will discuss the change in a meeting of nurses on the unit.

By mutual agreement between the unit nurse manager and the nurse, a nurse wishing to work twelve (12) hour shifts and who is unable to find a daytime partner may work 11:00 p.m. to 11:00 a.m.; 7:00 p.m. to 7:00 a.m.; or 3:00 p.m. to 3:00 a.m., twelve (12) hour shifts.

Innovative shift nurses regularly scheduled to work four (4) nine (9) hour shifts per week, or three (3) twelve (12) hour shifts per week shall be compensated for hours worked and will accrue sick pay, holidays and health benefits as if working forty (40) hours per week.

Where work schedules other than the eight (8) hour day work schedule are utilized, the Hospital shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule after six (6) weeks' advance notice to nurses. Prior to implementation of a change in work schedule involving a unit or facility, the Hospital will meet with the Union to discuss the contemplated change of schedule.

Agreements to work innovative work periods and schedules may be utilized with mutual agreement between the Hospital and the nurse involved, and shall be put in writing and signed by the nurse and a Hospital representative.

6.13 Change in Worked Hours. If a permanent or prolonged reduction in hours of work is determined by the Hospital to be necessary, the least senior nurse(s) on the shift on that unit will receive the reduction. The Hospital will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction pursuant to this section shall be given preference for additional hours on the unit and shift as new hours become available up to their prior position. Any full-time or part-time nurse subject to an hours reduction under this section shall be given preference for temporary/intermittent/per diem work throughout the Hospital up to their prior position under the same conditions as those set forth in Section 5.6. This commitment shall last for a period of twelve (12) months from date of the hours reduction. Assuming patient care needs can be met, it would be the Hospital's philosophy to utilize the layoff provisions of Article 5, as opposed to the provisions set forth in Section 6.13 (Change in Worked Hours), when multiple employees would be affected, in the event that a permanent or prolonged reduction on a unit is determined to be necessary.

ARTICLE 7 - COMPENSATION

7.1 Wage Schedule. The following minimum hourly wage schedule will be effective as of the first full pay period following events and dates listed below:

STEP	Current Contract Scale	1/1/2020	1/1/2021	1/1/2022
Base	\$ 28.77	\$ 30.35	\$ 30.96	\$ 31.58
Step 1	\$ 29.60	\$ 30.96	\$ 31.58	\$ 32.21
Step 2	\$ 30.52	\$ 31.73	\$ 32.37	\$ 33.01
Step 3	\$ 31.42	\$ 32.52	\$ 33.17	\$ 33.84
Step 4	\$ 32.37	\$ 33.64	\$ 34.31	\$ 35.00
Step 5	\$ 33.33	\$ 34.80	\$ 35.50	\$ 36.21
Step 6	\$ 34.33	\$ 35.99	\$ 36.71	\$ 37.44
Step 7	\$ 35.35	\$ 37.07	\$ 37.81	\$ 38.57
Step 8	\$ 36.94	\$ 38.18	\$ 38.95	\$ 39.72
Step 9	\$ 37.54	\$ 39.33	\$ 40.11	\$ 40.92
Step 10	\$ 38.61	\$ 40.11	\$ 40.92	\$ 41.73
Step 11	\$ 39.45	\$ 40.92	\$ 41.73	\$ 42.57
Step 12	\$ 40.29	\$ 41.73	\$ 42.57	\$ 43.42
Step 13	\$ 40.61	\$ 42.57	\$ 43.42	\$ 44.29
Step 14	\$ 40.94	\$ 42.99	\$ 43.85	\$ 44.73
Step 15	\$ 41.59	\$ 43.42	\$ 44.29	\$ 45.18
Step 16	\$ 41.99	\$ 43.86	\$ 44.74	\$ 45.63
Step 17	\$ 42.38	\$ 44.30	\$ 45.18	\$ 46.09
Step 18	\$ 42.79	\$ 44.74	\$ 45.64	\$ 46.55
Step 19	\$ 43.44	\$ 45.19	\$ 46.09	\$ 47.01
Step 20	\$ 44.08	\$ 45.64	\$ 46.55	\$ 47.48
Step 21	\$ 44.58	\$ 46.10	\$ 47.02	\$ 47.96
Step 22	\$ 45.08	\$ 46.56	\$ 47.49	\$ 48.44
Step 23	\$ 45.39	\$ 47.02	\$ 47.96	\$ 48.92
Step 24	\$ 45.70	\$ 47.49	\$ 48.44	\$ 49.41
Step 25	\$ 46.01	\$ 47.97	\$ 48.93	\$ 49.91
Step 26	\$ 46.36	\$ 48.45	\$ 49.42	\$ 50.40
Step 27	\$ 46.70	\$ 48.93	\$ 49.91	\$ 50.91
Step 28	\$ 47.18	\$ 49.42	\$ 50.41	\$ 51.42
Step 29	\$ 47.65	\$ 49.92	\$ 50.91	\$ 51.93
Step 30	\$ 48.11	\$ 50.41	\$ 51.42	\$ 52.45

7.2 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.

7.3 Longevity Steps. The nurse's anniversary date in the bargaining unit (unless changed by a leave of absence) shall be the date used to calculate longevity steps.

7.4 Experience. The hire-in rate for new nurses covered under this Agreement will provide year for year credit for continuous recent applicable experience. Continuous recent applicable experience shall be defined as clinical nursing experience in an acute care setting, ambulatory care setting, Home Health agency or equivalent health care experience, without a break in nursing which would reduce the level of nursing skills or nursing experience, directly relevant to that required in the position for which the nurse is being hired, in the opinion of the Hospital. (Participation in a nursing education program does not count as year for year credit and does not constitute a break in nursing experience.)

7.5 Shift Coordinator Pay. Assistant Nurse Managers remaining in the bargaining unit and Shift Coordinators will receive a premium in addition to their regular rate of pay, as set forth in Article 8.5.

7.6 Licensure. A nurse is responsible to see that the nurse's license does not expire. If the nurse's license expires, the nurse shall be immediately removed from the work schedule without pay. The Hospital may give consideration (for paid time) to circumstances that have made it impossible for the nurse to maintain in effect a current license. The nurse shall be rescheduled only after written proof of a renewed license is presented to the Hospital.

ARTICLE 8 - PREMIUM PAY

8.1 Shift Differential. Nurses working evening duty (3:00 p.m. to 11:30 p.m. shift) shall receive an additional two dollars and seventy five cents (\$2.75) per hour over their regular rate of pay, and nurses working night duty (11:00 p.m. to 7:30 a.m. shift) shall receive an additional four dollars (\$4.00) per hour over their regular rate of pay. Nurses who have scheduled shifts which overlap the aforementioned regular shift times shall be paid the appropriate shift differential for the hours worked. A nurse will not receive shift differential for any hours of a shift in an outpatient department, office setting, home-based setting, or other area which is normally staffed only during day and/or early evening business hours.

8.1.1 Assignment of Shift Differential. The Hospital will pay shift differential as follows:

Nurses working 11 a.m. - 11 p.m. or 1 p.m. - 1 a.m. will receive evening differential for the entire shift.

Nurses working 7 p.m. - 7 a.m. or 11 p.m. - 8 a.m. will receive night shift differential for the entire shift.

Nurses not working a standard shift (i.e. 7 a.m. - 3:30 p.m.; 3 p.m. - 11:30 p.m.; 11 p.m. - 7:30 a.m.) will be assigned to a designated shift differential

configuration (one of the above or the overlapping configuration) and will be paid shift differential based on that one configuration only. If a nurse works other than the nurse's assigned shift and is eligible for additional shift differential compensation, the nurse must provide written communication to the manager requesting the pay adjustment.

8.2 Standby. Nurses required to "standby" shall be paid four dollars (\$4.00) while on standby.

8.3 Callback. Any time actually worked in callback shall be compensated at the rate of time and one-half (1 1/2) of the regular rate of the nurse concerned, except for holidays, when time worked in callback shall be compensated at the rate of two (2) times the regular rate of pay of the nurse concerned and shall be paid in addition to the regular pay for standby call. When called back, the nurse shall receive time and one-half (1 1/2) (double time for holidays) for a minimum of two (2) hours, but not more than eight (8) hours' pay at the callback rate unless actually worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

Nurses who are called back to work in two (2) consecutive eight (8) hour periods shall be paid double time (2x) for all callback time worked in the third (3rd) consecutive eight (8) hour period. The third (3rd) consecutive shift will be paid double time (2X) even if one of the periods is part of a regularly scheduled period. Nurses who work sixteen (16) hours continuously will be paid double time (2x) after the twelfth (12th) consecutive hour.

8.3.1 Callback Work. Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who requests the next shift off or a change in the nurse's start time or end time the following shift when the nurse has been working on call. To be considered, the nurse must notify the Hospital not later than one and one-half (1 1/2) hours in advance of the nurse's scheduled shift if making such a request. At the nurse's request, an accrued holiday or a vacation day may be used, or the time off may be considered a low census day (EXA).

8.4 Temporary Assignment to a Higher Position. The assignment to any higher position for any eight (8) hour period or longer shall be compensated at the rate of pay of that higher position. This shall not apply to Assistant Nurse Managers remaining in the bargaining unit while they are relieving Head Nurses, it being considered that such duty is an ordinary part of an Assistant Nurse Manager's responsibility.

8.5 Premium Pay Summary

3.4 Preceptor Pay	1.50 TA
6.6 Weekend Premium	
Regular	3.40
3 of 4 or every (TA	4.40
1/9)	
7.5.	3.00
Shift Coordinators	4.00
CCU Shift	
Coordinators	
8.1 Shift Differential	2.75
Evenings	4.00
Nights	
8.2 Standby	4.00
8.6 Certification Pay	1.00
Degree Pay	1.25*
*Degree pay changes to	
\$1.00 per hour effective	
1/1/23	
8.7 Float Pool Nurses	2.50

8.6 A. Degree. Nurses will be paid a premium of \$1.25 per hour for each nursing degree (BSN, MSN, DNP, DNS, PhD) or for each additional degree which is relevant to a nurse's job description, in the opinion of the CNO, up to a total of \$2.50 for all certifications and degrees. The amount of degree pay will change to \$1.00 per hour effective January 1, 2023.

B. Certification Pay. Nurses will also be paid a premium of \$1.00 per hour for each recognized nursing certification current and in good standing, up to a maximum of \$2.00 per hour for combined degrees and certifications. Eligible nursing certifications must be granted from a nationally recognized organization with the authority to award credentialing. The certification must require specific years/hours of clinical experience in the specialty area, passing of an initial credentialing exam and recertification via continuing education and/or reexamination. Certification pay will not be approved for certifications that are required for job positions such as ACLS, TNCC, PALS, NRP, etc. A nurse will notify the respective director/manager in writing upon completion of the additional nursing degree and/or certification. The nurse will also provide a copy of the original certificate/degree. Certification

pay will commence, upon receipt of the stated documents, at the beginning of the next pay period.

8.7 Float Pool. Management will determine the qualifications of nurses who work in the float pool. Designated float pool nurses will be paid an hourly float pool premium as set forth in Article 8.5 of the contract.

ARTICLE 9 - HOLIDAYS

9.1 Holidays. For full-time and part-time nurses, holiday pay shall accrue at the rate of 0.03077 hours for each hour compensated (Section 6.8). Accrued holiday pay may be utilized for the following eight (8) holidays:

New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day
Nurse's Birthday Anniversary

Part-time and full-time nurses who earn the equivalent of five (5) or more years of full-time seniority will accrue 0.03462 hours for each hour compensated (Section 6.8), to also be granted a floating holiday. It is agreed that holiday work shall be rotated by the Hospital. Nurses with a holiday bank in excess of 32 hours may request, by December 1 of each year, a cash out of the hours in excess of 32 to be paid in the last full pay period of that calendar year.

9.2 Work on a Holiday. Any nurse required to work on a holiday shall receive time and one-half (1 1/2) for working that holiday. At the nurse's option, stated prior to the holiday, a regular nurse shall receive accrued holiday pay for that day, or for a compensatory day off with regular pay, to be scheduled prior to or following the holiday. The Hospital will endeavor to schedule a nurse off on the day the nurse requests.

9.3 Holiday on Day Off. If a holiday falls on a nurse's regular day off, the nurse is to receive a compensatory day prior to or following the holiday off with regular pay. Accrued holiday pay shall be used for such days.

9.4 Holiday Observance. Calendar dates to be observed as holidays shall be specified by the Hospital at least one (1) month in advance by notices posted in conspicuous locations in the Hospital. Holiday payment at time and one-half (1 1/2) will be paid on a specified day only.

9.5 Birthday Holiday. To receive the birthday off, the nurse shall notify the Nurse Manager or Supervisor at least one (1) week prior to the posting of the schedule. Another day off in lieu of the birthday may be scheduled before or after the birthday. If the nurse works the birthday, after submitting the above request or works the scheduled day off in lieu of the birthday, the nurse will receive holiday time and one-half (1 1/2) pay plus accrued holiday pay.

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule. Full-time and part-time nurses shall accrue vacation with pay annually after each year of continuous employment based upon hours compensated (Section 6.7)

in accordance with the following schedule (days refer to full-time employment with vacation taken in eight hour days):

1 – 4 years	=	0.03846 hours (10 days)
5 – 8 years	=	0.05769 hours (15 days)
9 – 10 years	=	0.06538 hours (17 days)
11 – 15 years	=	0.07692 hours (20 days)
16 – 20 years	=	0.08461 hours (22 days)
21 or more years	=	0.09615 hours (25 days)

10.2 Vacation Pay Rate. Vacation pay shall be paid at the nurse's regular rate of pay (including shift differential).

10.3 Termination Benefits. After completion of one (1) year of employment, a nurse who leaves the employment of the Hospital, after giving four (4) weeks' written notice to the Hospital, shall be entitled to payment for any vacation benefits which have been earned and which remain unpaid.

10.4 Scheduling. A nurse desiring a vacation shall request in writing the desired vacation time as far in advance as is reasonable but not less than four weeks before the schedule is posted. Nurses shall be entitled to schedule vacation for five (5) days or more to coincide with weekends off and shall not be required to schedule weekend work in excess of the weekend work requirements set forth in Section 6.5, either before or after scheduled vacation time. The nurse requesting vacation sixty (60) days or less in advance will be notified in writing within fourteen (14) calendar days after the request is received by the Nurse Manager whether a vacation, for a full week or more, is approved. No vacation request should be denied if patient care needs can be met and no other RN staff in that department/shift has requested the same time off. Nurses requesting vacation over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested vacation whether their request is approved. Coverage of the nursing units and the staffing to cover vacation shall be the responsibility of the Nurse Manager or designee. Nursing management will take into consideration needs of the Hospital and other staff in granting vacations. A nurse will be paid no more than the nurse's accrued vacation. In cases of conflicting requests for vacation, seniority shall prevail; seniority shall not affect approved vacations.

10.5 Maximum Accumulation. Nurses are encouraged to take earned vacation annually; in any event, the nurse will not accumulate more than two (2) years of earned vacation.

10.6 Change in Status. When a nurse's status changes from full-time to part-time, the first two (2) weeks of vacation will be paid at the nurse's current work schedule. Additional vacation will be paid as earned, unless there are extenuating circumstances as determined by the CCO or CCO's designee.

ARTICLE 11 - SICK LEAVE

11.1 Accumulation. Full-time and part-time nurses shall accumulate sick leave in two banks: protected sick leave ("PSL") and contractual sick leave ("CSL").

a. PSL shall accumulate at a rate of .025 for each hour compensated. CSL shall accumulate at the rate of .02116 hours for each hour compensated (Section 6.8). Sick leave benefits shall accumulate from date of hire.

b. Nurses shall be allowed to carry over 52 hours of accrued, unused PSL year-to-year. Accrual of CSL will be capped at 668 hours and can be carried over year-to-year.

11.2 Compensation.

After completion of the probationary period, the first day of illness shall be compensated.

11.3 Authorized Purposes. Nurses shall be allowed to choose the leave bank from which to deduct accrued leave. If a nurse does not choose a bank, the Hospital will deduct leave from PSL first. Unless otherwise specified CSL and PSL may be used for any of the following purposes:

a. Illness, injury, medical disability (including temporary disability because of pregnancy or childbirth) of the nurse;

b. Illness or injury of a family member as defined in state law; and

c. PSL can be used for all purposes allowed by state law;

d. The Hospital reserves the right to require reasonable proof of such illness, temporary disability or appropriate use of sick leave. The Hospital will comply with state law when requesting proof of an appropriate use for PSL, including the procedures for resolving claims that a medical verification request constitutes an unreasonable burden or expense. If Workers' Compensation is received, such payment shall be deducted from sick leave payment.

11.4 Abuse of Sick Leave. Nurses may be disciplined for a pattern of abuse and/or clear abuse of CSL or PSL sick leave.

11.5 Medical and Dental Appointments. Required time for medical and/or dental appointments which cannot be scheduled outside the nurse's normal work schedule may be compensated. Scheduled appointments must be approved by either the Head Nurse or Supervisor five (5) days in advance.

11.6 Pay Rate. Sick pay shall be paid at the nurse's regular rate of pay (including shift differential).

11.7 Other Sick Leave Benefits. Employees are eligible to use sixteen (16) hours of sick pay each calendar year for spouse as the result of hospitalization or serious illness or injury. On January 1 of 2021 only, nurses with more than seven hundred twenty (720) hours' accumulated sick leave on that date shall receive eight (8) hours of additional vacation accrual in exchange for each twenty-four (24) hours of sick leave in excess of seven hundred twenty (720) hours. Upon termination, nurses who have completed five (5) or more years' employment and

who give proper notice (4.2) shall receive twenty-five percent (25%) of accrued combined sick leave after a deductible according to the following schedule:

<u>Years of Employment</u>	<u>Deductible</u>
5 but less than 10	160 hrs
10 but less than 15	120 hrs
15 but less than 20	80 hrs
20 or more	40 hrs

Nurses who are terminated for cause are not eligible for benefits contained in this section.

11.8 Notification of Absence from Work. Nurses working the first (day) shift shall when practicable notify the Hospital at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Hospital each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision.

11.9 Notification - Elective Surgery. A nurse shall notify the immediate Supervisor at least three (3) weeks in advance of scheduling elective surgery, but may be scheduled sooner if there are extenuating circumstances.

11.10 Change in Status. When a nurse's status changes from full-time to part-time, the first two (2) weeks of sick leave will be paid at the nurse's current work schedule. Additional sick leave will be paid as earned unless there are extenuating circumstances as determined by the CCO or CCO's designee.

ARTICLE 12 - HEALTH PROGRAM

12.1 Dental, Medical, Surgical and Hospital Insurance. The Hospital will provide a dental, medical/surgical, and hospital insurance plan to all regular full-time nurses. Part-time nurses may participate on a pro rata basis. Nurses' dependents may participate in the plan.

12.2 Health Tests. At the beginning of employment and annually thereafter, the Hospital shall provide and the nurse shall satisfactorily complete skin tests or X rays, as required by law, at no cost to the nurse. The Hospital will also follow all CDC and OSHA recommendations.

12.3 Eye Care. The Hospital will offer a vision care plan, including the opportunity for dependent participation, to all regular full-time and part-time nurses. Benefits shall be spelled out in brochures which are made available to each nurse.

12.4 Employee Assistance Plan. An Employee Assistance Plan (EAP) is offered to all full-time and part-time nurses of the Hospital. Details of the Plan are available in the Human Resources Department.

12.5 Long-Term Disability. The Hospital shall provide disability insurance to all nurses at the nurse's own expense at a group rate to be established by the Insurance Company.

12.6 Medical Benefits Advisory Committee (Jointly Conducted with the Service Unit.

The Union will appoint up to three (3) RN unit and (3) service unit representatives from the bargaining units. The Hospital will appoint up to six (6) management representatives. All employee representatives on the committee will be on paid release time for the meetings. This committee will meet quarterly to concentrate efforts to research, review and adopt incentive based wellness programs. The Committee may also provide recommendations regarding plan design and cost controls, including, but not limited to, the prescription drug program, premiums, co-pays, and inpatient and outpatient benefits provided under the plan.

On an annual basis in the second quarter of the year, the Committee meeting shall be to review the current medical plan, anticipated cost increases, and review of data on utilization of the plan. The meeting date and time will be set by management, upon at least fourteen (14) days' advance written notice to the Union. The meeting shall occur prior to annual implementation of changes to the plan.

The Medical Benefits Committee will endeavor to: (1) make the information about prescription drug pricing available to employees covered under Memorial's PPO and HSA plans and (2) to expand Memorial's PPO and HSA pharmacy network to include selected retail pharmacies at the Tier 1 level.

12.7 Appeals. In cases where Tier 1 services are not provided or available in network, and service and providers are not reimbursed at Tier 1 level, nurses will have the option to appeal the decision to the Hospital.

ARTICLE 13 - RETIREMENT PLAN

13.1 Retirement Plan. A retirement plan has been made available for nurses who have hire dates on or before April 30, 2008, who work one thousand (1,000) or more hours per year, and who are at least twenty-one (21) years old and have been employed by the Hospital for at least twelve (12) continuous months. Effective December 31, 2011, the retirement plan is frozen and nurses who have participated to that point will not accrue additional benefits under the plan but shall not lose any benefits accrued through that date.

13.2 401(k) Plan. The Hospital will provide a 401(k) plan for all Hospital employees. Benefits and eligibility requirements are defined in the plan documents.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Request for Leave. All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to the request shall be given within twenty-one (21) calendar days. A nurse must have one (1) year of continuous employment at the Hospital to be eligible for a leave of absence.

14.2 Maternity/Health Leave. Nurses returning from a leave due to the nurse's health, including maternity of up to six (6) weeks or eight (8) weeks with a three (3) month notice, shall have the opportunity to return to the same unit, shift, and former full-time or part-time status unless that position does not exist due to layoff. In such event, Section 5.3 shall apply. Time in paid status may be added to unpaid status for a total of six (6) weeks or eight (8) weeks with three (3) months' notice. If a nurse has a personal, medical emergency, then eight (8) weeks may be granted.

14.3 Family Leave. The Hospital will follow applicable state and federal laws regarding Family and Medical Leave.

14.3.1 Paid Family and Medical Leave. The Hospital will provide Paid Family and Medical Leave benefits through the state-run program and in accordance with law. The Hospital will withhold the nurses' full share of the premium (currently 63.333% of the total premium). Nurses will be permitted to supplement the state-provided benefit with accrued sick leave and/or annual leave as allowed by law.

14.4 Family Care Act of 2003. The Hospital will follow applicable law.

14.5 Personal Leave. After one (1) year of continuous employment, leave without pay may be granted upon request of a nurse for a period of up to six (6) weeks for personal reasons, without loss of benefits accrued to the date such leave commences. Nurses with ten (10) or more years of service with the Hospital may be granted a leave for any approved reason for up to six (6) weeks, unpaid; and shall have the opportunity to return to the same unit, shift, and former full-time or part-time status, unless that position does not exist due to layoff. In such event, Section 5.3 shall apply. Time in paid status may be added to unpaid status for a total of up to twelve (12) weeks.

14.6 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect compensation or status with the Hospital.

14.7 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned. Leave without pay in excess of thirty (30) days shall result in the nurse's effective date of employment for seniority purposes being adjusted to reflect the period of leave and no benefits shall accrue. Nurses returning from an approved leave of absence shall be reassigned to their former positions, if open. If the former position has been filled, the returning nurse shall be assigned to the first available opening for which the nurse is qualified.

14.8 Military Leave. The Hospital will comply with applicable federal and state laws regarding military leave

14.9 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence of up to one (1) year without pay for study without loss of accrued benefits. Educational leave may include formal academic study or other significant professional development activities, as approved by the Hospital. The salary step and benefits

accrued at the time of taking an approved LOA for twelve (12) months or less are regained by the employee upon return at the end of the approved leave.

14.10 Compassionate Leave. After the three (3) month probationary period, full-time and part-time nurses may be absent on compassionate leave for up to three (3) regularly-scheduled work days without loss of pay in case of death in the immediate family. The term "immediate family" is defined as the nurse's spouse, domestic partner, grandparent, parent, brother, sister, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any corresponding step-relative, or relative living in the employee's household. Additional leave without pay may be granted at the discretion of the Hospital.

14.11 Jury Duty. Regularly scheduled nurses who are called to serve on jury duty or as a subpoenaed witness in a Federal or State Court case in a professional nurse capacity directly related to employment by the Hospital shall be compensated by the Hospital for the difference between their jury duty or witness pay and their normal straight-time rate.

ARTICLE 15 - NURSING STAFFING AND PRACTICE COMMITTEE

15.1 Goals and Intent. The parties strongly believe that adequate staffing is necessary to meet the needs of our patients and provide quality care. Accordingly, the Hospital and Union will utilize the NSPC to help achieve this goal, including any legally mandated requirements. In order to establish best practices for determining safe staffing, the Hospital and Union agree to prioritize units as recommended by the NSPC, and to immediately compile and review all necessary data from those units.

15.2 Duties of NSPC. The committee provides oversight of the ongoing staff input in the review and modification of unit-based staffing plans that are developed to facilitate staffing effectiveness. This process will include the following elements:

1. Serve as an ongoing resource for unit based staffing committees.
2. Review and compile all unit-based staffing plans into a comprehensive report which is submitted to the Senior Leadership Team and CEO.
3. Provide training and/or oversight for all unit based staffing committees, including collection and analysis of productivity and financial data as well as nurse sensitive quality indicators data.
4. Assure legal compliance with public posting of staffing plans for each unit and shift.
5. Review requests from unit-based committees for changes to staffing plans, and modify if needed.
6. Review any NSPC Communication and Appeal Forms.
7. Monitor and evaluate float pool positions and staffing levels.

8. Serve as a forum to evaluate current professional practices and make recommendations for changes to improve care.
9. Serve as a forum to evaluate nurse recruitment and retention. The NSPC may examine specific topics, projects, or best practices to enhance recruitment and retention.

15.3 NSPC Composition and Reporting. The committee shall include up to ten (10) management representatives (including the CNO or CNO's designee) and up to ten (10) union appointed direct care staff nurses. The Union will use best efforts to appoint staff nurses who represent nurses from all areas of the hospital including inpatient and outpatient areas, who will be appointed with the expectation of at least a two-year term. At least 50% of the staff nurses and management representatives on the committee in any given year will have greater than one year of committee membership. Members will be expected to attend at least nine (9) of twelve (12) meetings or membership may be forfeited at the committee's option. Each Committee member shall be compensated for meeting attendance and related work up to a maximum of four (4) hours per month.

On an annual basis, the CNO will appoint a management Co-Chair and the Union will appoint a staff nurse Co-Chair. The Co-Chairs, with input from the committee members, will set the meeting agenda, keep, distribute minutes of each meeting, and forward biannual staffing plans to the CEO. If the staffing plan report compiled by the NSPC is not adopted by the hospital, the Chief Executive Officer or designee shall provide a written explanation of the reasons to the NSPC within sixty (60) days.

15.4 NSPC Communication Forms. Nurses shall have the right to discuss staffing issues with their Supervisor in the event that they perceive a staffing problem. The nurse may also document a problem on a NSPC Communication Memo. The completed form can be sent directly to the NSPC for review and trending at its next meeting. A copy of the form will be provided for review and input to the Nurse Manager and House Manager. After review by the NSPC, a response will be provided to the submitting nurse.

15.5 Staffing Appeal Process. The Shift Coordinator will have the authority to improve staffing ratios, in collaboration with the House Supervisor, by calling in additional nurses when appropriate due to acuity, time intensity, location of patient room and other considerations, including the Shift Coordinator accepting a patient assignment. When, in the opinion of a staff nurse, the staff mix, patient acuity, and/or lack of available resources dictates the need for a staffing level which varies from the staffing matrix, then the staff nurse will use the Memorial safety tools to "speak up, request a change, and state the concern. The Nurse may request/file an immediate face-to-face discussion and/or appeal with the nursing manager, or designee, and the House Manager. The intent is to weigh the facts and circumstances and arrive at a collaborative decision. If the nurse believes that the staffing situation continues to pose a safety concern, then the chain of command should be followed. Documentation of the process and outcome on a NSPC appeal form by the staff nurse and House Manager is to be forwarded to the NSPC for review and trending.

15.6 Training. Members of the NSPC will provide in-services to unit-based committees regarding best practices related to staffing. Ongoing formal training opportunities will be continually evaluated.

15.7 Unit-Based Staffing Committee. The NSPC will oversee a unit-based staffing committee on each nursing unit co-chaired by a union-designated representative and a management representative. Frequency of the meetings will be determined by the chairs and shall be on paid time for all attendees.

15.8 Unit-based Staffing committee responsibilities.

1. Collect and analyze two recent months of relevant data, for presentation at the bi-annual staffing meeting, including but not limited to: compliance with staffing matrices, census (admits/discharges/transfers), patient intensity, delayed or missed care, use of overtime, travelers, floats, missed breaks or meals, planned or unplanned absences, vacancies, incentive shifts, staff mix/experience.
2. Development and submission of a unit and shift-specific staffing plan to the NSPC. This plan will be based on the needs of patients as the primary component of the staffing budget, taking into account factors including Hospital resources and finances.

15.9 Staffing Meetings. Bi-annual unit-based staffing meetings will occur on each nursing unit during the months of January and June and shall include all staff. Meeting announcements will clearly identify the meetings as "Staffing Meetings", shall be posted at least 30 days in advance, and will be held at times intended to accommodate the regularly scheduled shifts. The unit based committee will present collected data and document staff feedback on a standardized form that will be forwarded to the NSPC prior to the end of the last day of those two months. It is the expectation that staff will identify problems and solutions.

ARTICLE 16 - EDUCATION

16.1 Nurse Responsibility. Each registered nurse is responsible for meeting individual continuing education needs and requirements.

16.2 Hospital Responsibility. Quality education continues to be recognized and encouraged by the Hospital. To enhance the current education program, the parties agree to the following:

a. The Education Resource Personnel (ERP) Committee meets on a monthly basis and is chaired by the Education Department nurse manager. This Committee is comprised of nurse educators from each nursing unit/department. The ERP Committee develops/presents/evaluates educational offerings ranging from nurse residency curriculum, skills fairs, case studies and certification review courses. Educational activities are provided at both the unit/department and hospital-wide levels.

b. Establish a continuing education fund to assist in the payment of continuing education expenses and certification examination costs. Such assistance shall be subject to the approval of the subject matters to be studied, proof of attendance, completion of the course, and commitment to conduct an educational offering at the Hospital based upon the course material. The annual contribution to the fund will be fifty thousand dollars (\$50,000). Hospital-mandated education costs shall not be paid for from the continuing education fund. A committee shall be established to assure staff nurse input into the policies and guidelines regarding the fund disbursement. The Committee shall consist of three (3) staff nurses appointed by the Union and three (3) members appointed by management. The Committee shall report to the chief nursing executive.

16.3 Professional Meetings. Professional meetings are defined as those which enhance the clinical skills of the nurse. The Hospital will make a best effort to provide up to thirty two (32) hours a calendar year with pay to regular nurses in order to attend professional meetings, provided the request is approved by the chief nursing executive or designee for purposes of improving clinical knowledge and/or study in a different clinical area for the purpose of improved job mobility. In addition, up to forty (40) unpaid hours, without loss of benefits, may be granted for the same purposes. When the Hospital requests the registered nurse to attend a specific meeting, the additional days with pay shall be granted. Coverage of the nursing units and staffing shall be the responsibility of the Head Nurse or Supervisor. Use of professional days at the Hospital's request does not prevent a nurse from requesting professional leave to attend courses and seminars of the nurse's own choice, subject to the approval by the Hospital. The Hospital may require the nurse to provide an in-service following the nurse's return from a professional offering. Educational programs planned and implemented by the Hospital will be advertised in the Hospital. Nurses participating in mandatory education classes will be paid for time in class as time worked. Nurses may participate in optional programs on their own time in order to meet continuing education needs. Nurses required by the Hospital to attend in-service will be paid for time spent at the in-service.

16.4 Orientation. The Hospital will provide an orientation program for new nurses and in-service training programs for current staff. In-service programs will be made reasonably available to all nurses.

16.5 Tuition Reimbursement. Nurses will be eligible for tuition reimbursement as defined in the Hospital's Reimbursement Policy.

16.6 Cross-Training. The Nursing Education Department will continue its good faith effort to provide cross-training programs for nurses who are desirous of expanding their knowledge base and nursing skills. The opportunity to cross train shall be open to all registered nurses to apply. Consideration shall be given to nurses who, in the Hospital's judgment, are more likely to be subject to low census days.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance and a final resolution of the matter. Failure of the Hospital to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the nurse. The grievant may be present at each meeting at which the nurse's grievance is discussed.

17.2 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1 Nurse and Immediate Supervisor.

The nurse will first attempt to resolve the problem with the nurse's immediate supervisor within thirty (30) days after the occurrence of the event which gave rise to the grievance. The immediate supervisor will have fourteen (14) days to respond. A nurse colleague or a Union delegate may be present, if requested by the nurse.

Step 2 Nurse and CNO or CNO's Designee.

If the matter is not resolved above, the nurse shall reduce the grievance to writing and shall present same within fourteen (14) days to the CNO or CNO's designee. The CNO or CNO's designee shall meet with the nurse for the purpose of resolving the dispute. A nurse colleague or a Union delegate may be present, if requested by the nurse. The CNO or CNO's designee shall issue a written reply within fourteen (14) days following the receipt of the grievance. A grievance over a discharge may be initially presented at Step 2.

Step 3 Administrator/Designee and Union Representative.

If the matter is not resolved above, the grievance shall be referred within ten (10) days after the decision made in Step 2 in writing to the Hospital Administrator and the Union Representative who shall meet within fourteen (14) calendar days for the purpose of resolving the dispute. The Administrator or his/her designee shall render a decision in writing within fourteen (14) days of the meeting.

Step 4 Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing to arbitration within ten (10) days following the meeting between the Hospital Administrator and the Union. Within five (5) days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested

from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Time is of the essence in the filing and processing of a grievance; however, the parties may mutually agree in writing to extend any of these time periods.

Any available or per diem nurse may use the internal steps of the grievance procedure through step 3.

ARTICLE 18 - HOSPITAL RIGHTS

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 standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19 - UNION RIGHTS

19.1 Union Delegates. A list of Union delegates from the bargaining unit, elected in accordance with the Union's District and National Bylaws, shall be provided to the Hospital. Such delegates will receive complaints and process grievances, provided that such activity does not interfere with the work assignment of the Union delegate or other nurses. Grievances and other Union business will be processed on break or lunch time and not in work, patient care, or visitor reception areas. Management expressly, in advance, may approve that work time be used.

The parties acknowledge the general proposition that Union business performed by the Union delegate, representative, and nurses, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). The Hospital will recognize up to eight (8) Union delegates, but not more than one (1) from each Hospital Nursing Unit. The Union will supply the Hospital's CCO with the names of the Union delegates and shall keep the list current. Subject to appropriate advance notice, schedule and staffing requirements, Union officers and delegates (not to exceed a total of 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.

19.2 19.2 Negotiations. The Hospital will make a good faith effort to schedule up to ten (10) nurse negotiators for unpaid release time for joint negotiations.

19.3 Union's Executive Board. A good faith effort shall be made to schedule off a Union delegate or nurse who serves on the Union's Executive Board so that the nurse may attend designated meetings. Requests for such scheduling must be made prior to the schedule being made up and posted.

19.4 Meeting Rooms. In accordance with Hospital policy, the Union shall be permitted to use designated premises of the Hospital for educational and business meetings of the local unit, with or without Union staff present, provided no more than four (4) weeks' advance request for meeting facilities is made to a designated administrator and space is available.

19.5 Bulletin Board. The Hospital shall provide bulletin board space for use by the nurses of each unit. The bulletin board space shall be used for posting Union meeting announcements and educational announcements. The Union agrees to limit the posting of Union materials to the designated bulletin boards. It is the responsibility of the Union delegates as defined in Section 18.1 to ensure compliance with this Article.

19.6 Orientation. A Union delegate or officer shall be allowed one-quarter of an hour of unpaid time at a time designated by the Employer during regularly scheduled orientation for newly hired bargaining unit members for the purpose of introducing bargaining unit members to the Union and to this Agreement.

ARTICLE 20 - UNION, NURSE, AND HOSPITAL RESPONSIBILITIES

20.1 Quality Patient Care. The Union and the Hospital agree to encourage the nurses covered by this Agreement to perform efficient work and service; to encourage each nurse to advance her professional growth, to avoid and discourage waste of materials, time, and manpower; and to work together to promote and advance the delivery of quality patient care continuously.

20.2 No Strike/No Lockout. The Hospital and the Union, realizing that a hospital is different in its operation from industries because of the type of service rendered to the community, and for humanitarian purposes, agree that there shall be no lock-outs on the part of the Hospital nor suspension of work on the part of the nurses, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, lock-outs, sympathetic strikes,

sympathetic picketing, work stoppages, or work slowdowns, and that all disputes will be settled as hereinafter provided.

20.3 Violation of Agreement. In the event of any violation of the terms of this Agreement, the responsible and authorized representative of the Union or the Hospital, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY

Neither the Hospital nor the Union will discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of but not limited to race, color, religion, handicap, national origin, age, or sex, to the extent provided by law.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 The Hospital will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its nurses.

22.2 Membership on the Hospital's Safety Committee shall include three (3) staff nurses selected by the nurses. The Hospital's Safety Committee will continue to review and evaluate medical devices that reduce or prevent needlestick injuries. The Committee's evaluation of needlestick prevention products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations

22.3 The Hospital shall provide adequate orientation, training and education for nurses who may be routinely exposed to potentially-hazardous substances and harmful biological and/or physical agents in their jobs.

22.4 Nurses assigned to locations where exposure to ionizing radiation is hazardous, as determined by the Radiation Safety Committee, shall be issued a film badge or similar detection device. The Hospital will maintain records of the nurse's exposure.

ARTICLE 23 - SUBCONTRACTING AND SUCCESSORS

23.1 Subcontracting. The Hospital agrees to give the Union at least thirty (30) days' advance written notice prior to subcontracting, absent exigent circumstances. Upon request, the Hospital will meet with the Union to bargain the effects of any such decision and provide all information requested and legally required to be furnished. At the time of ratification of this Agreement, it is understood that no member of the Hospital's bargaining team is aware of any plan to subcontract bargaining unit work.

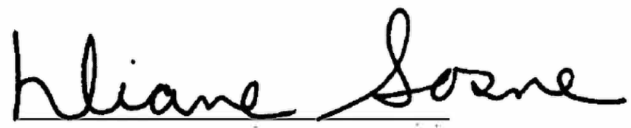
23.2 Successors. The Hospital will notify any legal successor about this Agreement, and encourage any such successor to adopt the Agreement.

ARTICLE 24 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall be effective upon ratification (December 11, 2020) and shall continue in effect until January 1, 2023 and shall continue in full force and effect from year to year thereafter unless notice has been given in writing, ninety (90) days prior to January 1, 2023, or any anniversary date thereafter by either party, that this Agreement is to be amended or terminated.

Agreed this ____th day of. _____


YAKIMA VALLEY MEMORIAL
HOSPITAL


SEIU HEALTHCARE 1199NW
Diane Sosne, RN, MN
President

Raul Lopez
Lead Organizer

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1199NW MEMBERS

x Sylvia Keller RN
Sylvia Keller, Surgery RN

x Sandra L. Gaytan
Sandra Gaytan, Labor and Delivery Nurse

x Trish Bowman
Trish Bowman, 3EW Woman's General Surgery RN

x Raul Lopez
Raul Lopez, Lead Negotiator

x Heather Sparks RN
Heather Sparks, ED RN

x Tim Jennings RN
Tim Jennings, Psychiatric Nurse

x Karen Arreola
Karen Arreola, 2EW, Stoke, Oncology, Medical Overflow RN

AGREEMENT

between

YAKIMA VALLEY MEMORIAL HOSPITAL

and

SEIU HEALTHCARE 1199NW

HOME CARE NURSES

March 2008

The Employment Agreement between Yakima Valley Memorial Hospital and SEIU Healthcare 1199NW, shall apply to home care nurses (within Home Health, Hospice, Infusion Care, Maternal Health Services, and Children's Village) employed by the Hospital with the following modifications:

1. Mileage. Home care nurses shall be reimbursed for business use of their personal automobiles at the prevailing rate authorized by the Internal Revenue Service (IRS). Any change in this rate shall be effective the date of publication by the IRS in the Federal Register.
2. Towing. The Hospital shall be responsible for costs related to emergency roadside and towing services during working time. The Hospital will designate the authorized towing/roadside service firm(s) to be utilized.
3. Standby. Home care nurses on standby who respond to a telephone call from a patient which results in a home visit to the patient by the nurse will consider the telephone call as part of the visit for pay purposes. Compensation for a nurse on standby who leaves his/her residence for a patient visit shall be in accordance with Section 8.3 (Callback). Phone calls received by home care nurses on standby which do not result in a visit shall be logged and paid for at time and one-half (1 1/2) for all the time worked with a fifteen (15) minute minimum.
4. Seniority. For those nurses in Home Health that were hired on April 1, 1994, from the Yakima Health District, a seniority list recognizing prior service with the Health District will apply (most senior to least senior) for purposes of Section 5.3 (Layoff).
5. Innovative Work Schedules. Innovative work schedules may include a written waiver of daily overtime, with overtime paid for work after forty (40) hours in a week. This provision excludes nurses within Infusion Care.

YAKIMA VALLEY MEMORIAL HOSPITAL

Letter of Intent No. 1

1. Retiree Medical. Nurses who are age fifty-five (55) or older and retire from the Hospital after January 1, 1992, shall be provided with benefits as follows:
 - a. Nurses retiring with five (5) or more years of service, who are not otherwise covered under the employee Medical/Dental Plan, shall be afforded the same prices at Memorial's outpatient pharmacy as may at the time be afforded to Memorial employees who are not covered under the employee Medical/Dental Plan.
 - b. Nurses retiring with twenty (20) or more years of service shall be provided with the same inpatient and outpatient service discounts as well as free laboratory and X ray tests, as may at the time be available to active Hospital employees, to the extent that such costs are not covered by any insurance plan.
2. Additional Free-Float Staff. Pending the availability to recruit, the Hospital will provide one free-float RN on a 24/7 basis.
3. Lift Team. The Hospital will continue to provide a Lift Team.
4. Incentive for Additional Hours. Management will develop and maintain mechanism(s) for encouraging staff nurses to work additional shifts which are above their assigned FTE's. It is understood that the following mechanism shall be in place:

The initial effort to cover core staffing holes will be through the use of staff who are less than full-time, covering those holes at the regular rates of pay. In situations where it is not possible to cover core staffing in this manner, full-time (and 0.9 FTE innovative shift) and part-time nurses will be offered one and one-half (1 ½) times the regular rate of pay plus \$5.00 per hour for all hours worked above their FTE if the following criteria are all met:

1. The hours are to fill one of the following: (a) a core staffing hole prior to posting the schedule; (b) a hole that becomes apparent after the schedule is posted with all core staffing filled and there is notification of an unexpected prolonged absence of a staff member; or (c) a hole caused by a last minute crisis staffing situation such as sick calls or a sudden increase in census.
2. The Nurse works the complete assigned FTE (including low census hours or jury duty hours) for that pay period. Use of paid leave negates incentive pay, except for when supplementing low census.
3. Mandatory call requirements for the Nurse's unit are met.

4. Benefits will not accrue on incentive hours.
5. The Nurse will notify the Nurse Manager of all incentive shifts for the pay period, for purposes of documentation in the Kronos system.
6. The Nurse is responsible for completing all incentive shifts after signing up or must find a replacement.
7. Nurses working incentive hours will not be required to take low census.
8. At a minimum, any scheduled hours picked up by full or part time nurses within 24 hours of a vacant hole will be paid as incentive hours.

Management reserves the right to discontinue or reinstate the incentive plan, depending upon facts and circumstances of the overall staffing availability and affordability of the plan, with prior notice to the nurses and before the next posted schedule.

In order to best preserve Hospital resources and avoid potential cutbacks, overtime should be limited whenever possible through all means available.

5. Vacation Cash Out. For the duration of this Agreement eligible nurses may cash out accrued vacation on the following terms.

1. Eligible nurses must have twelve (12) months consecutive employment with a minimum of 40 hours of vacation remaining in their account.
2. Eligible nurses can cash out up to 40 hours per calendar year.
3. To request cash out, nurses must complete a Memorial form and forward it to Human Resources. There will only be one cash-out available per year per nurse.
4. Human Resources will verify eligibility. An eligible nurse will receive vacation pay on the next regularly scheduled pay day.
5. Vacation pay is taxed as regular income.
6. A nurse cannot submit a cash-out of vacation after announcing their resignation.

6. Memorial Medical Expenses. Effective upon ratification, employees covered under Memorial insurance plans who have outstanding balances to Memorial Hospital or Memorial Physicians will be offered payment plans upon request. Employees who comply with the agreed upon payment plan will not be subject to collections or garnishment. The Hospital will make a good faith effort to contact employees before submitting bills to collection or garnishment. If an employee is already in collections or being garnished, the employees must work directly with the collection agency on an agreed upon payment plan, but will continue to be eligible for the Hospital's charity care policy according to Washington State law.