

Collective Bargaining Agreement

SEIU Healthcare 1199NW

and

Public Hospital District No. 1 Pend Oreille County

Newport Hospital

2023 - 2025



SEIUHealthcare.
United for Quality Care

COLLECTIVE BARGAINING AGREEMENT

SEIU HEALTHCARE 1199NW

And

**Public Hospital District No. 1
Pend Oreille County**

January 1, 2023 - December 31, 2025

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**Employment Agreement between Public Hospital District No.1
For Pend Oreille County and Service Employees International Union Healthcare 1199NW**

This Agreement is made and entered into by and between Public Hospital District No.1 of Pend Oreille County, Washington (the “Employer”), and Service Employees International Union Healthcare 1199NW (the “Union”), representing the Registered Nurses employed by the Employer.

Article 1 - Recognition

The Employer recognizes Service Employees International Union Healthcare 1199NW as the sole bargaining representative for all Registered Nurses employed by the Employer and will deal with its authorized representative with respect to wages, hours of work and working conditions. The Hospital, as an equal employment opportunity Employer, shall not discriminate against any Registered Nurse because of membership or non-membership in their professional association or the Union, nor on account of legitimate activities on behalf of the Union, or in the proper administration of this Agreement.

Article 2 - Management Rights

The Union recognizes that the Employer has the obligation of service to the public by providing quality medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Hospital, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and 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 employees, to promote and transfer employees; to discipline, reassign or discharge employees for just cause; to layoff employees for lack of work; to recall employees; to require reasonable overtime work of employees; and promulgate reasonable rules, regulations, and personnel policies provided that such rights shall not be exercised so as to violate any of the specific and express provisions of this Agreement. The parties recognize that the above statement of management rights 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 Agreement and shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine. The Employer may exercise any right, in whole or in a particular manner, without waiving any of the rights reserved to the Employer, so long as the Employer’s exercise of the right or failure to exercise the right is consistent the specific and express provisions of this Agreement.

Article 3 - Definitions

- 3.1 **Registered Nurse:** The term Registered Nurse (RN) applies to registered professional nurses employed by the Hospital, and licensed by the State of Washington.
- 3.2 **Staff Nurse:** A Registered Nurse who is responsible for the direct and/or indirect total nursing care of the patient, under the direction of the Charge Nurse. The Staff Nurse shall be compensated according to the scheduled rate per Appendix A.
- 3.3 **Charge Nurse:** A Registered Nurse who is assigned the responsibility, by the Unit Manager, for an assigned unit for a specific shift. The Charge Nurse shall be compensated according to the scheduled rate per Appendix A.
- 3.4 **Per Diem:** A Registered Nurse who works less than 1,040 hours per year on an as-available basis and is paid a wage premium for all hours worked. Per Diem Nurses do not accrue PTO or EII and do not have employer paid health insurance or other employee benefits generally available to other Hospital employees. A Per Diem Nurse will earn one hour of EII for every 40 hours worked per the Washington Paid Sick Leave requirements. A Per Diem may elect to contribute to the Employer's tax deferred annuity plan for retirement, but will not receive any employer contributions.
 - 3.4.1 **Per Diem Work Commitment/Pay Premium:** Per Diem Registered Nurses will complete an "Available Work Dates" form each year committing to make available and/or work a minimum of at least five (5) work shifts per month, including seven (7) weekends per year. Per Diem Registered Nurses receive a fifteen percent (15%) wage premium on their Base Rate of pay.
 - 3.4.2 Per Diem nurses must be available to cover at least (1) major holiday per year (major holidays are Christmas and Thanksgiving) and one (1) minor holiday per year (remainder of paid holidays). Available holidays for the following twelve (12) months will be turned into the scheduling supervisor by February 1 of each year.
- 3.5 **Stand-by Nurse:** A Registered Nurse paid to be available on a specifically scheduled basis to be called to work.

3.6 **Nurse Coordinator:** A coordinator will be defined as an individual taking on the responsibilities of coordinator duties and staff of a functional area. This role will be designated by the Chief Nursing Officer. The Nurse Coordinator duties are limited to, coordinating appropriate in-service education for staff, training staff, equipment justification for the functional area, staff scheduling and review of staff schedules, revision and writing policies. RN Coordinator pay shall be paid in accordance with Appendix A for all hours worked, whether working as a coordinator or at some other duties. .

3.6.1 **Other Coordinator Services:** If the Employer determines coordinator services are necessary for operational areas, such as utilization review, infection control, pharmacy coordinator etc., the Employer will designate the number of hours to perform the coordinator services, and the employee will be paid in accordance with Appendix A for the designated hours worked as a coordinator.

3.7 **Applicable Experience:** Nursing experience, with no more than a twenty-four month (24) period of not working in a health care setting, which is related to the department or area for which employed. Any nursing experience achieved prior to a break in experience will not be considered for placement on the hourly wage scale unless approved by the Chief Nursing Officer on evaluation of their experience. A newly hired Registered Nurse will not be placed on the hourly wage scale at a rate higher than currently employed Registered Nurses with the same or similar applicable experience.

3.8 **Orientation:** Orientation will consist of at least a two-week period. Registered Nurse staff in orientation will not be included as part of the assigned minimum Registered Nurses on duty. The specific orientation will be designed to assure that Registered Nurses are not required to perform tasks or procedures for which they have not been trained or for which they have not been oriented. This orientation may include time on all shifts. Job postings will alert applicants that they may be asked to orient to departments other than the department they are applying to work within. A skills checklist will be used to aid in the orientation process.

While it is impossible to schedule orientation in OB due to the nature of the work in OB, orientation constitutes essential training for this job. As training, orientation in OB will be treated as other training elsewhere in the hospital and shall be at the regular rate of pay, instead of the standby rate of pay unless the orientation raises the orienting Registered Nurse's work hours to over twelve (12) hours in a day or over eighty (80) hours per pay period, at which time Section 7.7 Overtime of the collective bargaining agreement shall be used to determine the orienting nurse's compensation. This provision does not affect standby in any other situation.

- 3.9 **Base Rate of Pay:** The base rate of pay is the Registered Nurse's hourly rate of pay exclusive of shift differential and the premium pays identified in Article 7 of this Agreement.
- 3.10 **Regular Rate of Pay:** The regular rate of pay is the Registered Nurse's hourly rate of pay, including shift differential but excluding the premium pays identified in Article 7 of this Agreement.
- 3.11 **Work Day:** A workday begins upon reporting for a Registered Nurse's regularly scheduled shift and ends when the Registered Nurse's shift is over or duties of employment are otherwise completed, regardless of the hours worked in that shift.

Article 4 - Employment Status and Practices

- 4.1 **Probationary Period:** New Registered Nurses are on a probationary status until they have satisfactorily completed ninety (90) calendar days of employment if working an average of sixteen (16) or more hours per week. If working an average of less than 16 hours per week, the Registered Nurse will be required to complete five hundred twenty (520) hours of employment. During the probationary period, the employee or the Employer may elect, subject to compliance with state and federal laws, to discontinue the employment relationship for any or no reason without notice. RNs separated from service during their probationary period for performance shall not have recourse to the grievance procedure. Probationary Registered Nurses shall be compensated according to the scheduled rate as set forth in Article 6.
- 4.2 **Regular Registered Nurse:** A Registered Nurse who has satisfactorily completed the probationary period, and who works at least 1,040 hours per year. A Regular Registered Nurse will be eligible for enrollment in the Employer's benefit package, which includes health and dental insurance, life insurance, long term disability insurance, and the opportunity to contribute to a tax deferred annuity plan with eligible funding matched with employer contributions. They will also receive PTO and EII accrual based on hours worked (exclusive of overtime hours), low census hours, education hours, bereavement leave hours, holiday worked, and PTO and EII hours, or otherwise as consistent with the personnel policies of the Employer.

Premium in lieu of benefits: A Regular Registered Nurse may elect to receive a fifteen percent (15%) premium on their Base Rate of pay in lieu of the Employer's program of benefit(s) including PTO and standard EII accruals, provided the employee demonstrate health insurance coverage required by law. They may still elect to contribute to a tax deferred annuity plan for retirement, but will receive no matching employer contribution. A Regular Registered Nurse electing premium in lieu of benefits will earn one (1) hour of EII for every forty (40) hours worked per the Washington Paid Sick Leave requirements.

- 4.3 **Per Diem Nurse:** A Registered Nurse who works less than 1040 hours per year and receives a wage premium in lieu of benefits

- 4.4 **Employment Status:** Employment status will initially be determined by the scheduling intent of the position. Status may change if a Registered Nurse's scheduled hours increase or decrease due to a permanent job change or bid acceptance and it is expected that the change will increase or decrease their total hours to an average that will result in a change of status. Temporary assignments that increase or decrease hours do not by themselves constitute a change in status. Registered Nurses who work an average of 1040 hours per calendar year or more may elect a change in status no more than once per year after reviewing the status of the position with the Chief Nursing Officer.

The continuing assessment of a Registered Nurse's status and eligibility to receive benefits, premiums in lieu of benefits, and per diem work premiums will be determined using a continuous six-month rolling average of actual hours worked. If the Registered Nurse does not meet the eligibility requirement for receiving benefits or premiums, they will lose said benefit/premium for the following three (3) months. Following the three (3) month moratorium, eligibility and status will be reassessed using the most recent rolling six-month actual hours. Any change in status will be done in writing and provided to the registered nurse for review prior to making the change.

If a Registered Nurse disagrees with the look back measurement described above, they may appeal the determination to the Chief Human Resources Officer. Review of the appeal will take place within fourteen (14) calendar days of the date the request is received by the Chief Human Resources Officer. The Employer retains the discretion to determine FTE status.

- 4.5 **Floating:** If a Registered Nurse is required to float to an area to which the Registered Nurse has not been oriented, the Registered Nurse shall receive a brief orientation to the unit routines and physical layout. Supervision will provide support for the implementation of the Registered Nurse's assignment.
- 4.6 **Skills Review:** The Employer will make a reasonable effort to provide training when new equipment or procedures are introduced. The Employer will schedule each Registered Nurse for an annual skills review. The list of skills required for work in each area will be posted and become a part of the policies and procedures.
- 4.7 **Personnel File:** Registered Nurses shall have access to their personnel file in accordance with Washington State law.
- 4.8 **Evaluations:** Registered Nurses shall be given a written evaluation as required by the Employer personnel policies. If a Registered Nurse disagrees with the evaluation, the Registered Nurse may write a rebuttal which shall be appended to the evaluation and retained in their personnel file. Evaluations shall have no effect on yearly step increases or cost of living or other raises.

4.9 **Low Census:** Low census is defined as a decline in patient care requirements or in patient numbers resulting in a decrease in working hours for a given shift. In the event that a need for low census arises, volunteers shall be sought first. If there are no volunteers, or insufficient volunteers, per diem employees working 1040 hours per year or less and temporary employees shall be assigned non-voluntary low census. In the event that additional low census needs to be assigned, low census shall be assigned to full-time and part-time Registered Nurses by rotation off of a list maintained for that purpose. In general, Registered Nurses floating to a department shall be assigned non-voluntary low census before employees regularly assigned to that department. However rotation shall occur among all full and part-time Registered Nurses in all circumstances unless legitimate occupational requirements require a nurse with specific skills to fill a specific position. When the need for such specific skills occurs, the Registered Nurse with the necessary specific skills shall be retained but shall remain next in the rotation for low census.

4.9.1 An employee who is given non-voluntary low census may be placed on-call by the Employer, if the employee agrees. In seeking volunteers for low census, the Employer may consider whether the employee is willing to be placed on-call. If the employee is not willing to be placed on-call, and the Employer needs an employee on-call, the Employee may decline to accept the volunteer and may move on in the low census procedure outlined above. An employee placed on low-census on-call shall remain on-call, and be paid the applicable on-call rate, for two (2) hours, unless informed at the time they are placed on-call that the on-call will continue for longer than two (2) hours, in which case the employee shall be paid the applicable on-call rate until removed from on-call, or until the end of the employee's regularly-scheduled shift, whichever occurs first.

4.9.2 The Employer will endeavor to rotate low census equitably among all employees within a department/unit. The Employer may assign low census on a partial basis at its discretion. If a Registered Nurse is placed on low census for a partial shift of four (4) hours or more, they shall move to the bottom of the low census rotation list. A Registered Nurse assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of their pay at their base rate, whichever is greater.

Assignment of non-voluntary low census shall be limited to one shift per pay period, with a maximum of 84 hours per year for full time and part-time employees. Registered Nurses shall be notified of low census two hours prior to the start of their shift by a reasonable effort. A reasonable effort shall consist of access to a list book rotating low census and two phone calls placed to the Registered Nurse. In the event that two (2) hours' notice is not given or a reasonable effort as described above, Section 7.5 -Report Pay, of this Agreement shall apply.

If a condition of low census persists for more than three (3) months and the Employer believes a reduction in force is necessary, the Employer shall meet with the Staffing Committee to discuss alternatives to a reduction in force. Should alternatives discussed, in the opinion of the Employer, not meet its long and/or short term needs, the Employer may implement a reduction in force.

- 4.9.3 A Registered Nurse assigned low census, voluntarily or mandatorily, shall not have their PTO and EII accrual rates reduced as a result of being placed on low census and shall have the option of using accrued PTO. The Registered Nurse is responsible to enter low census time onto their timesheet to ensure accruals are not impacted._

Article 5 – Seniority / Layoff

- 5.1 **Definition.** Seniority is defined as the duration of a Registered Nurse's continuous days of employment from the date of the Registered Nurse's most recent hire with the Employer. Seniority shall become effective after the conclusion of the probationary period. Once an employee has completed the probationary period, seniority shall be computed from the date of the most recent hire. The Employer shall provide the Union a seniority roster within ten (10) days following a request by the Union.
- 5.2 **Job Posting and Bidding:** A "position" for the purposes of posting and bidding constitutes thirteen (13) or more hours per pay period, is long term in duration and not a temporary assignment. Hours less than thirteen (13) per pay period do not require posting and bidding. When a position is posted it shall identify the total hours per pay period, what shift, and in what area or areas the position will be assigned. All postings shall include an opening and closing date for application, however, this does not preclude the Employer from amending the posting period or posting a position as open until filled. The Employer will provide notice to the nurses (applicants) of any delay in filling a vacancy, a change in the position, or the posting period. A temporary assignment is six (6) months or less in duration or a fill-in for leave of absence under Article 11 of this Agreement. Notices of vacant Registered Nurse positions shall be posted in each facility and through the HRIS system to all active in-house Registered Nurses for eight (8) days in advance of filling the position in order to give in-house Registered Nurses the opportunity to apply. The Employer may simultaneously place advertisements outside the facility. Registered Nurses interested in a given position or shift must apply for the position online or submit a job opportunity form to Human Resources within the eight (8) days the position is posted internally. The Employer will first consider qualified, in-house applicants before hiring from the outside. In the event that an in-house Registered Nurse does not apply for a posted position within the eight (8) day period, the Employer may combine and repost any or all vacant positions. The Employer shall be the judge of the qualifications of the applicant. Any dispute over qualifications will be subject to the grievance procedure. If more than one in-house Registered Nurse applies for a position, seniority shall prevail, skills and ability being equal.
- 5.3 **Layoff and Recall:** The Employer agrees to abide by the principle of seniority in the event of a layoff. Agency and temporary personnel, travelers and probationary employees within the affected department or work unit will be released prior to laying off regular employees. Prior to implementing layoff, the Employer will seek volunteers for layoff among regular employees in those departments or units affected by the layoff. For regular full-time and regular part-time employees, skills and ability for the position being essentially equal, layoff shall occur in reverse order of seniority, with the least senior person being laid off first. Open vacant positions will not be filled during the period beginning with the notice of

layoff to the day of the layoff.

5.3.1 Layoff Options: An employee who is subject to layoff has the following options:

- a) Accept a vacant position in accordance with Article 5.2 Job Postings,
- b) If the employee is not the least senior employee, the employee may displace the least senior employee in the bargaining unit at the hospital, providing skill, competence and ability are considered substantially equal, as determined by the employer, with the usual department orientation period. The employee subject to layoff must exercise this option within seven (7) days of notice of layoff.
- c) Voluntary terminate employment and
- d) Be placed on the recall roster for twelve (12) months in accordance with Section 5.3.3. of this article

5.3.2 Notice of Layoff: Employees who are laid off will be given at least twenty-one (21) calendar days' notice of layoff or receive pay in lieu of notice for all scheduled days in that twenty-one (21) day period. The Employer will also provide the Union with at least twenty-one (21) day notice prior to layoff of bargaining unit employees. At the same time it provides notice of layoff, the Employer will also provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department, employment status (FTE or budgeted/approved hours), and shift. The Employer will provide the foregoing information to the Union at least two (2) business days prior to bargaining to meet with the Union and affected employees to discuss their options under this Article. Upon request, the Employer and the Union will meet as soon as possible after the seniority roster, vacant bargaining unit positions, and the order of layoff, provided that such meeting shall not delay the layoffs.

5.3.3 Recall and Recall Roster: Recall from layoff shall occur in reverse order from layoff, with the most senior person recalled first. Except for probationary employees, the employee will be given a minimum of ten days' notice of layoff. When there is a layoff, the Registered Nurses will be placed on a recall roster for a period of twelve (12) months from the date of the commencement of the layoff. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the Employer of intent to return to work on the date specified for recall, and thereafter, return to work on that date. If the senior person who is recalled declines the position, he/she will be removed from the recall roster, and the Employer will have no further obligation with respect to that person. It is the Registered Nurse's responsibility to keep the Employer informed as to current address and telephone number. The Employer reserves the right to be the judge of the skills and abilities of the employees. Any dispute over skills and abilities shall be subject to the grievance procedure.

5.3.4 Per Diem Work: An employee on the reinstatement roster shall be eligible for available per diem positions. Acceptance of per diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

- 5.3.5 **Employment Status During Layoff:** An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff but shall not accrue seniority and benefits while on layoff. If reinstated, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits. If they work in a per diem position while on the recall roster, they shall accrue seniority only.
- 5.4 **Loss of Seniority:** Seniority shall be lost for any of the following reasons: a) voluntary quitting; b) discharge; c) failure to return to work after layoff within ten (10) days of receipt of a certified letter sent to the employee's last known address; d) if a Registered Nurse is laid off and not recalled within twelve (12) months; or e) unable to return to work after one (1) year of leave due to illness or injury.
- 5.5 **Insurance Benefits:** The Employer will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid off employees may continue the Employers insurance under applicable Employer COBRA continuation policies while on layoff.

Article 6 - Wages

- 6.1 **General:** The first wage scale set forth in Appendix A will take effect upon ratification. The second and third wage and wage/salary range adjustments set forth in Appendix A, labeled 1/1/2024 and 1/1/2025 respectively, shall be effective as of the first full pay period following each January 1st during the term of this Agreement.
- 6.2 **Recognition for Work Experience:** Registered Nurses will be placed on the pay scale at the probationary rate for their orientation. After orientation, newly hired Registered Nurses will be placed on the step scale with full credit given for the Registered Nurse's recent applicable experience.
- 6.3 **Effective Date:** Step increases will be effective on the 1st day of the next following pay period after the Registered Nurse's anniversary date.
- 6.4 **Time and Attendance:** Every Registered Nurse will clock in and out utilizing the online time tracking within the Human Resources Information System (HRIS), Paycom. The Registered Nurse clock in and clock out constitutes as hours worked, it will not be altered without consultation with and written agreement of the Registered Nurse. If the Employer believes the time card is in error and is unable to contact the Registered Nurse to change it, wages will be paid only for hours not in dispute. The Employer and the Registered Nurse will mutually attempt to resolve the disputed hours within the following pay period.
- 6.5 **Authorization of Potential Overtime/Premium Pay:** All nonscheduled overtime and premium pay shall be preapproved by a supervisor. If it is not possible to secure preapproval, the Registered Nurse shall record that overtime or premium pay on their time card and the reasons therefore.

Article 7 - Premium Pay

- 7.1 **Weekend Premium:** Registered Nurses will receive a premium as provided in Appendix A for all hours worked on a weekend (except voluntary education or meeting hours). The weekend shall be defined for day and evening shift as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday and Saturday nights, or be mutually agreed upon by employee and supervisor. Weekend premium shall only be paid for hours worked.
- 7.2 **Stand-by Nurse:** Registered Nurses will receive stand-by pay and holiday stand-by pay as provided in Appendix A for a 30-minute response time, provided, the Registered Nurse must be on stand-by to qualify for such pay. Registered Nurses assigned stand-by in the Acute Care Unit shall be paid stand-by pay and holiday stand-by pay for a 60 minute response time. Stand-by pay shall not be paid for hours in which the Registered Nurse has reported to work from stand-by. When a Registered Nurse is called in at any time not contiguous with the end of their regularly scheduled shift, such call in will be for a minimum of two hours and shall be paid at a rate of time and one-half the Registered Nurse's regular rate of pay, except as follows: Registered Nurses working OR and called in from stand-by during core hours, as defined by Section 8.3 of this Agreement, and Registered Nurses working OB and called in from stand-by, with at least eight (8) hours notice in advance of the shift for which they are being called, shall be paid at the regular rate of pay for the first eight (8) hours.
- If an OR or OB Registered Nurse is required to stand-by, in-house, by a physician, charge nurse, or nurse coordinator, the Registered Nurse will be paid at her/his regular rate of pay. If an OR or OB Registered Nurse on stand-by elects to remain in-house for her/his convenience, the Registered Nurse will be paid the stand-by rate.
- 7.3 **Nurse Coordinator:** Nurse coordinator(s) will earn coordinator supplement as provided in sections 3.7 and 3.7.1 and in Appendix A in addition to her/his base rate of pay. Nurse coordinator supplement is not applicable to stand-by time, PTO, EIL, leaves and all other non- worked hours.
- 7.4 **Shift Differential:** For evening duty (3:00 PM to 11:00 PM) and night duty (11:00 PM to 7:00 AM) the premium wage shall be as provided in Appendix A, and shall be paid in addition to the base hourly wage. Shift differential is paid only for hours worked. If a Registered Nurse works more than one shift without relief, shift differential shall remain at the highest rate achieved until the nurse is relieved from duty.

7.5 **Report Pay:** Employees who report for their posted shift and then are sent home because of low census shall be assured of two hours of work or pay at their regular rate.

7.6 **Rest between Shifts:** In scheduling work assignments, the Employer will make a reasonable effort to provide each Registered Nurse with at least ten (10) hours off duty between assignments. In the event a Registered Nurse is required by the Employer to work or attend mandatory meetings with less than ten (10) hours off duty, all time in that work day shall be at time and one-half or the regular rate of pay from the previous work assignment, whichever is greater. Those hours worked following a regular shift when a Registered Nurse is either called in while on standby or stays after a regular shift are not considered rest for the purposes of this section. The Registered Nurse will not be entitled to time and one-half payment if the Registered Nurse, for personal reasons, made an approved change in his/her schedule, which reduces the time between work periods to less than ten (10) hours off duty. A Registered Nurse who has made a reasonable effort not to return to work without at least ten (10) hours of rest, and who earned double time pay for the work assignment immediately preceding the current work, shall earn double time pay.

When called in by the Employer for the 11 -7 shift with less than eight (8) hours notice, a Registered Nurse, if not on stand-by, shall be compensated at time and one-half. The Registered Nurse will not be entitled to time and one-half if the Registered Nurse, for personal reasons, made an approved change in their schedule, which reduces the time between work periods to less than eight (8) hours off duty.

7.7 **Overtime and Doubletime:** Overtime pay is based on an agreed schedule of eight (8) hours per day/eighty (80) hours per pay period, ten (10) hours per day / eighty (80) hours per pay period, or twelve (12) hours per day / eight (80) hours per pay period. Overtime pay at the rate of time and one-half shall apply only to hours worked in excess of eight (8), ten (10), or twelve (12) hours per day or eighty (80) hours per pay period as determined by the Registered Nurses schedule, except as provided in Section 10.6 Innovative Shifts. Overtime in excess of the first four (4) hours of overtime shall be paid at double the Registered Nurse's regular rate of pay. Registered Nurses working two shifts or more shall continue to receive the higher rate of pay until relieved of duty.

7.8 **Charge Nurse:** A supplement as provided in Appendix A shall be paid for all hours worked when designated as "charge" by the Chief Nursing Officer.

7.9 **No Pyramiding nor Duplication of Pay:** There shall be no pyramiding nor duplication of premium pay in this Agreement. Pyramiding is defined as hours paid at an overtime or premium rate that is duplicated; i.e. the overtime or premium rate shall only be paid once for the same hours.

7.10 **Preceptor Supplement:** A Registered Nurse assigned by the Chief Nursing Officer as a preceptor shall receive a Supplement of one dollar and twenty five cents (\$1.25) per hour for all hours assigned to precepting duties. No more than one Registered Nurse per shift shall be designated. Preceptor supplement pay is not eligible for overtime calculations and is paid straight time regardless of hours worked.

- 7.11 **Certification Supplement:** A Registered Nurse who receives a specialty certification authorized and approved by the Chief Nursing Officer will be paid a certification premium of one dollar (\$1.00) per hour for each actual hours of work. The Employer retains the right to determine the specialty certification(s) for which the supplement will be paid. (See Appendix C) Please notify HR of the certification along with a copy of the certification for the personnel file. Unless otherwise authorized by the Chief Nursing Officer, a certified RN will be eligible for the supplement pay on only one (1) specialty certification at any given time. Certification supplement pay is not eligible for overtime calculations and is paid at straight time regardless of hours worked.

Article 8 - OR/OB Special Provisions

- 8.1 **Work Hours:** Work hours shall commence when the Registered Nurse begins to perform duties assigned by the Employer and end when they cease to perform such assigned duties.
- 8.2 **Scheduling:** The OR schedule book and the OB schedule shall be the definitive sources for scheduling and stand-by. The originally scheduled Registered Nurse is responsible for contacting the nurse coordinator or charge nurse at least two (2) hours in advance if foreseeable and as soon as practical if unforeseeable when unable to report as scheduled. Registered Nurses within their department shall have the option of covering for each other, for personal reasons, with prior notice to the nurse coordinator or charge nurse.
- 8.3 **Stand-by Coverage:** If an OR/OB Registered Nurse is on stand-by status and is scheduled to work a shift in another department, another Registered Nurse will be placed on stand-by for the duration of the shift if necessary to provide adequate coverage. In the event the OR/OB Registered Nurse is called in for a procedure, the Registered Nurse on stand-by will cover the floor duties while the OR/OB Registered Nurse is performing OR/OB duties. OR/OB Registered Nurses will be paid at the regular rate for all the time worked (including OR/OB duties) during the regularly scheduled shift.

The OR stand-by schedule shall be on a rotating basis with weekend rotation separate from weekday rotation. OR stand-by will be scheduled in 24-hour blocks from 7:00 AM to 7:00 AM, with the Registered Nurses having the option of splitting shifts between themselves.

- 8.4 OR/OB Registered Nurses otherwise not benefit eligible, but working a combination of standby and worked hours averaging 64 or more hours per pay period shall be considered Regular Registered Nurses for the purposes of benefit eligibility. Benefit status shall be assessed on a calendar quarterly basis.

Article 9 - Paid Time Off

Paid Time Off (PTO) and Extended Illness Insurance (EII) policy allows more flexibility and individual management of time off subject to the Employer's right to determine scheduling and ensure continuity of patient care.

- 9.1 **Accrual System:** The PTO formula was devised for an employee who works 2080 hours per year to pool 48 hours (6 days) of holiday pay, and vacation and personal day pay into one bank to be used for holiday pay, , vacations, family emergencies, religious observances, and other excused elective absences.

PTO shall begin accruing as of the first day of employment; provided PTO shall not be used (except in the case of an Employer holiday) or subject to being cashed out until completion of probation. Employees shall accrue leave based on hours worked, low census hours, education hours, bereavement leave hours, holiday worked, and PTO and EII hours, and overtime hours up to 80 hours per pay period, in accordance with the following schedule:

<u>Years of Service</u>	<u>Per Hour</u>	<u>Max. Annual Accumulation</u>	<u>Total Accumulation</u>
0-5 yrs.	.0923	192 hours	288 hours
5-15 yrs.	.1154	240 hours	360 hours
15+ yrs.	.1346	280 hours	420 hours

Extended Illness Insurance (EII) shall begin accruing the first day of employment at the rate of .0346 per worked hour and low census hour regardless of years of service. The rate is equivalent to nine days per year (72 hours) for an employee who works 2080 hours per year. EII will be carried over from year to year to a maximum of 720 hours accumulated hours. EII is to be used for illness, doctor, dental or eye appointments, care of an ill child under the age of 18, maternity leave, or any other health related absences.

When a Registered Nurse has unused EII in excess of 720 hours on November 30, they will receive payment of 50% of said excess unused hours at their base hourly rate of pay, exclusive of differentials and premium pays, to be paid on the last pay check of the calendar year. Example: If you have 792 hours of EII on November 30, 2009, you will be cashed out of your excess EII hours. On your last paycheck of the calendar year, you will receive payment for 36 hours of EII at your base rate. Your EII balance will be reduced by 72 hours to 720 hours to begin the new year.

PTO may only accumulate to 1-1/2 the amount earned per year. Employees may convert up to three (3) PTO days to EII days annually. PTO days not used on a timely basis or transferred to the employee's EII will be lost.

Regular part-time employees are entitled to holiday, initial sick days, etc., with the option of claiming their PTO on a pro rata basis of hours worked. The percentage for pro-rating will be calculated using the number of hours the employee worked during the previous quarter.

Per-diem employees are not eligible for this benefit.

Shift differential, weekend differential, nurse coordinator, and charge nurse supplements are not part of the PTO rate.

9.2 **Scheduling of PTO:** During the probationary period, an employee is not eligible to receive compensation from their PTO account. Upon satisfactory completion of the probationary period, an employee shall be eligible to take any PTO which has accrued. Everyone is encouraged to save several days each year for emergencies. Employees cannot request PTO not yet accrued. All PTO (except absences due to illness or emergency) must be scheduled in advance and approved by Employer supervision. An electronic Leave Request Form should be completed and approved according to your departmental cut-off dates for schedule planning. The Employer shall have the right to schedule and approve or disapprove PTO for the benefit of patient care, operations and workload requirements of the Employer. Patient care needs will take precedence over the individual's request unless a Registered Nurse receives advanced written approval of a request made at least 60 days prior to a specific requested vacation date. With approval of the Director of Nursing Services, PTO may be taken in increments of less than the employee's regular workday. PTO may not be used in advance of being earned and may be cashed out in accordance with Employer policy. Employees must use their PTO (if accrued) before a request for a day off without pay will be considered by the Employer, and the Employer retains the sole discretion to approve or disapprove of any such request.

9.3 **Illness:**

During the probationary period, an employee is not eligible to receive compensation from their EII account.

In the event of illness or injury of the employee or the employee's minor child who needs supervision, PTO and/or EII may be utilized, providing proper advance notice is given the Employer. Employees working the first (day) shift shall notify their supervisor at least one hour in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the Employer at least three hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may result in loss of paid leave for that day.

An Absence Report Form shall be completed by the employee's supervisor and attached to the employee's time card to verify reported absences due to illness.

If the employee does not call in each day or have prior approval for each day requested, the time shall be considered an unpaid, unexcused absence.

EII may not be utilized for shifts beyond the employee's profiled hours for which the employee is unable to cover due to illness.

- 9.4 **Holidays:** Except as provided below, holidays shall be granted in accordance with existing Employer policy for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Employees who work one of the above holidays shall receive 1-1/2 times their regular rate of pay and have the option of receiving PTO pay in addition (if probationary period is completed).

Per Diem nurses must be available to cover at least one (1) major holiday per year (major holidays are Christmas and Thanksgiving) and one (1) minor holiday per year (remainder of paid holiday). Available holidays for the following twelve (12) months will be turned into the scheduling supervisor by February 1 of each year.

Holiday work shall be rotated by the Employer to the extent possible. The Employer will ask for volunteers prior to assigning people to work the holiday. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted on designated employee bulletin boards in the Employer. If a Registered Nurse receives low census on a holiday on which the Registered Nurse was scheduled to work, the holiday shall count as if worked in the rotation of holidays off.

- 9.4.1 The Christmas Day holiday shall commence at the beginning of evening shift on December 24 and shall run until the end of day shift on December 25. The New Year's Day holiday shall commence at the beginning of evening shift on December 31 and shall run until the end of day shift on January 1. For 12 hour shifts: All holidays shall commence at the beginning of night shift on the day prior to the holiday and shall run until the end of the day shift on the day of the holiday. Except as provided above, all holidays shall commence at the start of the night shift and shall end at the end of evening shift the following day.

- 9.5 **Low Census Use of PTO Hours:** Employees may claim PTO hours up to a maximum of a regular work day to stabilize their normal earnings when hours are reduced due to low census.
- 9.6 **Termination of Employment:** Employees shall be paid on the next regularly scheduled payday after termination of employment for all accrued, unused PTO to which employee is entitled (subject to successful completion of the probationary period and notice as required in section 13.1). EII will not be cashed out upon termination.
- 9.7 **PTO Cashout for Unforeseeable Emergency:** Employee may request PTO cashout for an "unforeseeable emergency" as defined by IRS regulations. Such requests must be submitted via the appropriate request form, available from Human Resources. The number of hours to be converted must be an amount that is reasonably necessary to satisfy the emergency need with a requirement that the Employee retain a minimum of 40 hours in

their PTO bank. Approval for payment with the next payroll is at the discretion of the Chief Financial Officer or their designee.

- 9.8 **EII Upon Retirement:** Employees who meet the eligibility criteria to retire from NHHS will have 25% of the EII hours upon retirement deposited into a HRA account to be utilized for health care costs during retirement.

Eligibility requirements to retire from NHHS are as follows: Sixty-five (65) years old with a minimum of five (5) years of services, or fifty-five (55) years old with a minimum of twenty (20) years of service.

Article 10 - Hours of Work

- 10.1 **Work Day and Week:** Except for innovative schedules discussed in paragraph 10.6, the basic workday consists of eight (8), ten (10), or twelve (12) hours of work to be completed within eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and one-half (12 1/2) consecutive hours. This will include a one-half hour meal period, unpaid if the meal period is free from interruption and the Registered Nurse is free to leave the premises. If not, the Registered Nurse will be paid time-and-one-half for the one-half hour meal period. The workweek shall run seven (7) consecutive days from midnight on Saturday to midnight on the following Saturday.
- 10.2 **Pay Period:** The pay period consists of two consecutive workweeks. Pay periods shall be identical with the current practice of the Employer.
- 10.3 **Schedules:** The schedule shall be posted by the 15th of the month for the following month. Changes to the posted schedule will require at least seven (7) days notice. The change must be approved by the affected Registered Nurse, and this approval will not be unreasonably withheld.
- 10.3.1 Employees shall be placed on the schedule in the following order:
1. Regularly scheduled employees
 2. Per diem and supplemental employees
 3. Agency nurses (if any)
- 10.4 **Breaks:** A 15-minute rest period during each four hour period is allowed for each Registered Nurse, per existing Employer policy and in accordance with the rules and regulations of the State of Washington.
- 10.5 **Weekend Scheduling:** All Registered Nurses shall be scheduled off at least one weekend out of each three rolling, consecutive weekends. If a Registered Nurse is scheduled to and does work on a third or more successive weekend, those hours will be paid for at the rate of time and one-half. This provision shall not apply to any Registered Nurse specifically employed to work weekends or any Registered Nurse that otherwise agrees to waive this provision.

- 10.6 **Innovative Schedules:** Registered Nurses who agree to work innovative schedules, or schedules other than an eight (8) hour workday or 80 hour pay period involving weekend work shall only be paid time and one-half when working on the specific weekend day normally scheduled off. All innovative schedules must be arranged in advance and mutually agreed to in writing.

Article 11 - Leaves of Absence

- 11.1 **General Terms of Leaves:** A leave of absence is a period of time a Registered Nurse is away from their job with the Employer for reasons approved by the Employer and discussed below, and for which no pay is received. Before an unpaid leave of absence is granted, the Employer may require the Registered Nurse to exhaust EII (if applicable) and PTO. Benefits and seniority will not accrue during the unpaid portion of a leave of absence. All benefits and seniority accumulated prior to the leave of absence shall be reinstated to the Registered Nurse on return from the approved leave.
- 11.2 **Position Retention:** For absences of less than (6) six weeks and leaves up to sixteen (16) weeks including those leaves under the Family and Medical Leave Act and Washington State Paid Family and Medical Leave (PFML), the Registered Nurse shall be returned to their previous position and shift. For absences greater than six weeks or sixteen (16) weeks for qualifying leaves under the Family and Medical Leave Act, except as otherwise may be required by federal or state laws regarding family and/or medical leave that stipulate a longer period of job retention, the Registered Nurse shall be offered the first available position for which they are qualified, for a period of one (1) year from the date the leave began. The hourly rate of a Registered Nurse returning from an approved leave of absence shall not be less than that paid prior to the leave. If the Registered Nurse does not return to work within one (1) year from the date the leave began, employment will be terminated, and the Employer shall have no further obligation.
- 11.3 **Continuing Medical Benefits:** Medical insurance benefits may be continued during an approved Family Medical Leave Act leave of absence or during an approved Washington Paid Family Leave in cases where there is one day of overlap with an approved FMLA leave of absence. Premiums for these benefits must be paid by the Registered Nurse in advance to the Employer and on a monthly basis, except as otherwise may be required by federal or state laws regarding family and/or medical leave. (See Paragraph 11.8.3 regarding Family and Medical leave.) Arrangements for continuing insurance benefits must be made in advance. If a layoff occurs during the Registered Nurse's leave of absence, the Registered Nurse will be placed on the recall list in seniority order, without bumping rights.

- 11.4 **Illness or Injury Leave:** The Employer will comply with federal and state laws regarding family and/or medical leave. In addition, after one year of continuous employment a Registered Nurse who is ill or injured, and who has exhausted all EII and PTO may apply for a leave of absence of up to six (6) months. After two (2) years of continuous employment, a Registered Nurse who is ill or injured and who has exhausted all EII and PTO may apply for a leave of absence of up to one year. The application for a leave shall be in writing provided in advance as soon as practical of the requested leave, shall be submitted to the Registered Nurse's supervisor and shall be granted by the Employer. The Employer may require verification of illness or injury by the Registered Nurse's physician, or a physician selected and paid for by the Employer.
- 11.5 **Serious Family Illness:** After one year of continuous employment with the Employer, if a Registered Nurse's spouse, child, parent, or parent-in-law becomes injured or seriously ill and requires constant care, the Registered Nurse may apply for a leave of absence of up to six (6) months to care for the ill or injured family member. The application must be in writing provided in advance as soon as practical of the requested leave, submitted to the Registered Nurse's supervisor and shall be granted by the Employer. The Employer may require verification of illness by the family member's health care provider. Serious family illness or injury is defined to be identical to the definition used in the Family and Medical Leave Act.
- 11.6 **Parental Leave:** After one year of continuous employment with the Employer, in the event a Registered Nurse or Registered Nurse's spouse gives birth or legally adopts a child, the Registered Nurse may apply for a qualifying leave of absence of up to sixteen (16) weeks to bond with the child. The application must be in writing in advance with at least ninety days' notice or as soon as practical, submitted to the Registered Nurse's supervisor, and shall be granted by the District. For those employees who do not qualify for Washington Paid Family Leave, PTO will be exhausted during the leave before unpaid leave is taken.

For those employees who qualify and are approved for Washington Paid Family Medical leave, the Employer will allow full supplement to the employee's profiled hours once the employee is approved for Washington Paid Family Medical Leave. Supplemental leave must be entered onto the timecard by the Registered Nurse utilizing supplemental PTO or supplemental EII.

- 11.7 **Pregnancy Leave:** Pregnancy leave is available for the period of actual disability due to pregnancy or childbirth. The Registered Nurse must use all accrued and unused PTO and EII and the remainder of the leave will be unpaid. A health care provider's statement will be required by the Employer to verify the beginning and ending date of the actual disability. If the Registered Nurse returns to work at the end date of the actual disability, the Registered Nurse will be returned to the same or a similar position

For those employees who qualify and are approved for Washington Paid Family Medical leave, the Employer will allow full supplement to the employee's profiled hours once the employee is approved for Washington Paid Family Medical Leave. Supplemental leave must be entered onto the timecard by the Registered Nurse utilizing supplemental PTO or supplemental EII.

11.8 Leave Under the Family and Medical Leave Act:

- 11.8.1 Leave Entitlement:** A Registered Nurse who has been employed by the Employer for twelve (12) months and who completed 1250 hours of work during the twelve (12) month period immediately preceding the commencement of this leave, will be entitled to leave under the Family and Medical Leave Act in accordance with its provisions and the provisions of this Section 11.8. Leaves of Absence that qualify under the federal or state laws regarding family and/or medical leave, including the Family and Medical Leave Act, shall run concurrently with any other leave available under this Article 11.
- 11.8.2 Year for Purposes of Determining Leave Entitlement:** For purposes of determining a Registered Nurse's leave entitlement under the Family and Medical Leave Act, the twelve (12) month period measured backward from the date the employee's first family and/or medical leave began shall be the applicable measuring period.
- 11.8.3 Payment of Medical Insurance Premiums during Leave:** Registered Nurses on unpaid leave under the Family and Medical Leave Act shall remain responsible for paying the employee share of the premium for medical insurance coverage and shall directly submit to the Employer, not later than the Registered Nurse's normal payday, the amount of premium owed by the Registered Nurse. If the Registered Nurse shall fail to timely remit premium payment any premiums paid by Employer on behalf of the Registered Nurse shall be deducted from wages payable to the Registered Nurse until the entire amount has been repaid to the Employer. If, upon expiration of leave under the Family and Medical Leave Act, the Registered Nurse fails to return to work because of his/her own serious health condition, the serious health condition of a parent, child or spouse or conditions beyond the Registered Nurse's control, then amounts paid by the Employer toward the benefit premium cost shall not be debt owed by the Registered Nurse to the Employer; otherwise, any amounts paid by the Employer toward the benefit premium cost (including the Employer's share of the premium costs), shall be a legal debt due and owing from the Registered Nurse to the Employer, which the Employer may institute appropriate legal action to collect.
- 11.9 Personal Reasons/Travel:** After one year of continuous employment with the Employer, a Registered Nurse may apply for a leave of absence for up to three months. The Registered Nurse shall submit an application in writing to the Registered Nurse's supervisor, and the request may be granted at the discretion of the Employer. The Registered Nurse may be required to exhaust all PTO before unpaid leave is granted.
- 11.10 Educational Leave:** After two years of continuous employment with the Employer, a Registered Nurse may apply for a leave of absence for education directly related to an Employer position for up to twelve months. The application must be in writing, submitted to the Registered Nurse's supervisor, and may be granted at the discretion of the Employer. Registered Nurses applying for and granted a leave of absence under this Section will be offered the first available position for which s/he is qualified for a period of one (1) year following the end of the approved leave. If the Registered Nurse does not return to work with the District no later than the end of one (1) year, the District will have no further obligation.

- 11.11 **Jury/Witness Duty:** The Employer recognizes that its employees have a civic obligation to serve justice as a jury member or witness. The Employer will pay for the difference between the fee received for jury duty or as a witness and the Registered Nurse's weekly base rate of pay up to a cumulative maximum of ten scheduled working days per calendar year.
- 11.12 **Bereavement Leave:** Up to three (3) days paid leave at the base-rate of pay shall be authorized for a regular Registered Nurse following the death of an immediate family member, limited to those hours the Registered Nurse was scheduled to work. For purposes of this section, "immediate family member" includes spouse, children, grandchildren, siblings, parents, grandparents, parents-in-law, son-in-law, daughter-in-law, step-parents, step-children, domestic partner, aunt, uncle, and any other family member residing in the same household with the employee and for whom the employee has legal responsibility.
- 11.13 **Military Leave:** The Employer agrees to abide by State and federal laws concerning military leave, including, but not limited to Military Caregiver and Military Spousal Leave.
- 11.14 **Domestic Violence Leave:** Eligible employees shall be entitled to take reasonable unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.
- 11.15 **Non-FMLA Medical Leave.**

11.15.1 General. The Employer recognizes there may be occasions when employees have the need to take extended time off from work for medical reasons when the employee is not eligible for FMLA leave. This non-FMLA Medical Leave may be granted in the Employer's sole discretion if the employee meets the eligibility requirements.

11.15.2 Eligibility. Regular full-time and regular part-time Registered Nurses who have completed at least three (3) months of continuous service, and who are not eligible for FMLA leave, either because they do not meet the FMLA eligibility requirements, or because they have exhausted FMLA leave, may be considered for non-FMLA Medical Leave.

11.15.3 Notice Required. The Registered Nurse must request a non-FMLA medical leave in accordance with the Employer's policy and processes for approval thirty (30) calendar days in advance, or as soon as possible.

11.15.4 Length of Non-FMLA Medical Leave. The Employer may grant non-FMLA Medical Leave for the length of time a Registered Nurse is unable to work due to a serious health condition, not to exceed ninety (90) days.

11.15.5 Use of Paid/Unpaid Leave. The Registered Nurse will be required to use all available sick and PTO. This time must be exhausted before unpaid time begins.

11.15.6 Reemployment Following non-FMLA Medical Leave. The Employer will

attempt to place the employee in the same or a comparable position when he/she returns from a non-FMLA Medical Leave of absence; however, the Employer cannot guarantee the same position vacated or hold a position for the employee while he/she is on a non-FMLA Medical Leave. Termination may result if a position is not available within (3) three weeks of return from non-FMLA Medical Leave.

Article 12 - Continuing Education/Training

Opportunities for continuing education will be provided by the Employer if the Employer determines it to be economically feasible and beneficial to operations. Professional development of Registered Nurses employed by the Hospital is the mutual responsibility of the Registered Nurse and the Director of Nursing Services. Attendance at professional meetings contributes to the ongoing professional development of Registered Nurses in order to maintain satisfactory performance as a Registered Nurse. Professional meetings shall include annual nurses' meetings, seminars, conferences, refresher courses, workshops, on-line courses and similar functions of professional interest and value.

- 12.1 **Required Educational Meetings:** A Registered Nurse who is required by the Employer to attend educational meetings shall receive full pay while attending such meetings and shall also receive reimbursement for all such legitimate expenses incurred while at such meetings. The Registered Nurse must submit invoices and/or receipts for the expenses.
- 12.2 **Elective Educational Meetings:** Provided a Registered Nurse has continuously maintained an average of eighty (80) hours of work per month, or after 960 hours of scheduled call and/or work time per year, after one year of continuous employment, a Registered Nurse shall be granted up to thirty-six (36) hours of paid educational leave to attend job related programs of their choice, at the Registered Nurse's own expense. After two (2) years of continuous employment, a Registered Nurse shall have a bank of \$600 per year, with a maximum one year carryover, to be used to attend job related programs of their choice. The total amount of the bank shall not exceed \$1,200. This bank may be used to reimburse the Registered Nurse for work time lost, for tuition, conference, or workshop fees and registration, travel to the education site, or other legitimate expenses incurred for such education. This amount is in addition to payment for requirement certifications, which will continue to be paid for by the Employer. The Registered Nurse will be required to provide documentation verifying the job-related program, invoices and receipts before reimbursement. Up to \$600 of the nurse's bank which is unused by the end of the calendar year will be automatically roll forward into the nurse's bank.
- 12.3 **Monthly Staff Meetings:** Monthly staff meetings will be mandatory when notice of required attendance is provided at least two (2) weeks in advance of the scheduled staff meeting. A Registered Nurse's attendance at a mandatory staff meeting may be waived by Nursing Management when requested for sufficient cause i.e., approved vacation and bereavement, in advance of the scheduled meeting. Nurses excused from attendance at a mandatory staff meeting must review and sign the minutes of the staff meeting within forty-eight (48) hours of returning to their regularly scheduled shift. The Employer shall make staff meeting minutes available within forty-eight (48) hours of the actual staff meeting. Minutes of all the staff meetings will be available for review in the nursing office.

Registered Nurses who miss staff meetings are required to review and sign the minutes. Time spent in these and other mandatory in-service meetings shall be paid at the base rate. A Registered Nurse must attend, or be excused from, a minimum of four (4) staff meetings each calendar year. In the event of an emergency State or Federal Nursing regulation change, the Employer may call for a mandatory meeting extending outside of the four (4) required staff meetings.

- 12.4 **Required Certifications:** All Registered Nurses, except those assigned to the Assisted Living Facility or Rural Health Clinic, must complete Advanced Cardiac Life Support (ACLS), Neonatal Resuscitation Program (NRP), and Pediatric Advanced Life Support (PALS), or Emergency Nurses Pediatric Course (ENPC)**, certification within one year of employment and maintain each certification for the duration of their employment with the District.

**Only Emergency Room (ER) assigned registered nurses are required and expected to obtain the (ENPC) certification. When an ER assigned Registered Nurse takes ENPC and ENPC is not made available in the hospital, the hospital shall provide the ER assigned Registered Nurse with the time off and pay for any reasonable and approved costs associated with obtaining and maintaining the certification. In addition, three (3) non-ER assigned Registered Nurses, per contract year, can choose to take the (ENPC) training off site and such will be paid by the Employer as specified above for reasonable and approved costs. If (ENPC) training is offered in-house any Registered Nurse is eligible to attend.

Mandatory certifications for Registered Nurses working OB are Complications of Labor and Delivery, External Fetal Monitoring, First Eighteen Hours and Normal Labor and Delivery. These OB certifications shall be acquired on a schedule set up by the OB Department and do not have to be acquired during the first year of employment. The District shall make every effort to make these courses available within the hospital, shall make them available at no cost to the employee and, if they cannot be made available within the hospital, shall provide Registered Nurses with compensated work time necessary to attend these required courses. In addition, if the Employer hires a Registered Nurse who has none of these required certifications to work in areas of the hospital other than long term care, the Employer shall make allowances for the completion of this required training by either providing adequate time off at appropriate times or shall allow additional time to complete the training.

Article 13 - Discipline and Separation of Employment

- 13.1 **Notice of Resignation:** A Registered Nurse (other than those on probationary status) shall not give less than three weeks' notice of intended resignation, except when a shorter time is mutually agreed to by the Registered Nurse and the Employer. Failure to give this notice shall result in loss of payment of accrued PTO, but shall not exclude the Registered Nurse from rehire.
- 13.2 **Notice of Separation:** Except for termination for just cause and/or employees who are in the probationary period, the Employer agrees to give a minimum of three weeks' notice of

termination of a Registered Nurse's employment or pay in lieu thereof including any accrued benefits, unless the Registered Nurse and Employer have mutually agreed to a shorter notice.

- 13.3 **Just Cause and Progressive Discipline:** Any Registered Nurse who has completed their probationary period may be discharged, suspended, or be subject to any other disciplinary action only for just cause. Both parties agree that, when appropriate, reasonable efforts should be made to counsel employees prior to any disciplinary action. It is the intent of the District to use progressive discipline when appropriate. Which level of discipline the District will use is discretionary in a given situation and will depend on the circumstances and severity of the employee's conduct or work performance in the judgment of the Employer. A copy of all written disciplinary actions will be given to the Registered Nurse. Registered Nurses will be requested to sign the written disciplinary action for the purpose of acknowledging receipt. The Registered Nurse will be entitled to union representation at any meeting with management representatives where written disciplinary action will be investigated or discussed. The Registered Nurse may have access to the grievance procedure as provided herein.

Remains in Force	Remains in File
Level 1: Verbal Warnings 120 Days	1 Year
Level 2: Written Warnings 2 Years	3 Years
Level 3: Suspensions 3 Years	5 Years

The Employer may rely upon a written disciplinary action that “remains in file” for the applicable timeframe for the purposes of determining appropriate disciplinary action for continuing or recurring violations of this Agreement or other conduct or work performance resulting in disciplinary action. The Employer reserves the right to modify the above timeframes if the circumstances justify that the disciplinary action remain in force for a longer period and/or remain in the file. By way of example only, issues involving alleged sexual improprieties, violation of the substance abuse policy and/or violence may justify deviation from the above timeframes.

A Registered Nurse who feels they have been discharged without just cause may seek review of the action through the Union and the regular grievance procedure as outlined in this Agreement. Failure to give notice in accordance with Article 14 of this Agreement will be deemed a waiver of the right to a review.

Article 14 - Grievance Procedure

- 14.1 **Definition:** A grievance is defined as an alleged violation of a specific term or terms of this Agreement or a dispute regarding the interpretation of a specific term or terms of this Agreement.
- 14.2 **Procedure:** Disputes or differences arising between the Employer and Union and the Registered Nurses, including differences or disputes as to the meaning, application or interpretation of any provisions of this Agreement, shall be settled in the following manner.
- 14.2.1 **Step 1:** If a dispute arises, the Registered Nurse shall present the dispute to the their immediate supervisor within fourteen (14) calendar days from the date of the

occurrence or the date when the Registered Nurse first became aware of the facts that led to the dispute. The supervisor, Registered Nurse and member delegate or organizer shall attempt to resolve the dispute with ten (10) calendar days.

- 14.2.2 **Step 2:** If the supervisor, Registered Nurse and member delegate or organizer are not able to resolve the dispute as set forth in Step 1, the Registered Nurse shall reduce the dispute to writing, and give a copy of the written dispute to the Union and to the Chief Nursing Officer / Chief Operating Officer within ten (10) calendar days. The written dispute shall include a statement of the facts, a description of the alleged issue(s), specific section allegedly breached, if any, date of its occurrence, and corrective action sought by the Registered Nurse. Within ten (10) calendar days after the Employer receives the written statement, a representative from Human Resources, the appropriate supervisor, the Registered Nurse, and the Union Representative shall meet to further attempt to resolve the dispute. The Chief Nursing Officer / Chief Operating Officer shall issue a written reply to the employee and the Union within ten (10) calendar days following this meeting.
- 14.2.3 **Step 3:** If the matter is not resolved at Step 2, the Registered Nurse shall present the written statement to the Hospital Superintendent within ten (10) calendar days following receipt of the Chief Nursing Officer / Chief Operating Officer's written reply. Within ten (10) calendar days, the Superintendent, the appropriate supervisor, the Registered Nurse and the Union Representative shall meet to further attempt to resolve the dispute. The Superintendent shall issue a written reply to the employee and the Union within ten (10) calendar days following this meeting.
- 14.2.4 **Step 4:** If the dispute is not resolved under one of the above steps, then the matter may be submitted by the Union or the Employer to arbitration in the process set forth below. To preserve the right to arbitrate and to initiate the arbitration process, the party desiring arbitration must send written notice of intent to arbitrate to the other party in writing with proof of receipt or by fax within twenty-one (21) calendar days of receipt of the Superintendent's written reply to the grievance.
- 14.2.5 **Selection of Arbitrator:** The party referring the grievance to arbitration will request a list of seven (7) names from the Federal Mediation and Conciliation Service or Public Employment Relations Commission. Selection from the list of names shall be through alternate elimination by each representative of one name in each turn, with the order of selection determined by a coin toss. The person whose name remains shall function as the arbitrator. The Employer and the Union shall share equally the cost of the arbitration filing fee and the arbitrator. All other expenses shall be the responsibility of the party incurring them.

14.2.6 **Arbitrator's Jurisdiction:** The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. They shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.

In the event arbitration is used, the arbitrator shall hold a hearing and render a final and binding written opinion and award. The arbitrator shall receive testimony, exhibits, and other evidence, and may subpoena and question witnesses.

The arbitrator shall in a timely manner furnish their written opinion award to the grievant, the Union and the Employer.

14.2.7 If the Registered Nurse fails to present their grievance at the next appropriate step within the specified time limit, the grievance shall be considered waived and shall not thereafter be subject to consideration under the procedure.

14.2.8 Time limits in this Article may be extended by mutual consent, in writing, signed by the Union and the Employer. This section may be satisfied by fax transmittal or by electronic mail containing the signatures or electronic signatures of both parties.

14.2.9 The parties may, by mutual written agreement, use mediation in an attempt to resolve the grievance prior to initiating the arbitration process, including the selection of an arbitrator. However, it is understood and agreed that mediation shall not be considered a step in the grievance procedure but rather a less costly process the parties have agreed to use in an attempt to resolve the dispute prior to pursuing arbitration. It is further agreed that any proposed settlement(s) unless committed to writing and signed by the parties shall not be final or binding on either party. Should mediation not result in a resolution to the dispute, the grievance may be pursued, immediately following mediation, by either party in arbitration

Article 15 - Non-Discrimination

15.1 **General:** The Employer and the Union shall not discriminate on the basis of an employee's race, creed, color, age, sex, national origin, marital or veteran status, sexual preference, sensory or physical handicap, provided that bona fide occupation requirements and the ability to perform the essential requirements of the job are not thereby waived. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. The Employer and the Union agree to cooperate in an effort to comply with the Americans with Disabilities Act.

15.2 **Gender Language:** Where gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not be used to designate the gender of the employee eligible for the position or benefits contained in the provisions of this Agreement.

Article 16 - Union Rights

- 16.1 In an effort to settle complaints at the lowest possible level, the Union will establish a delegate system. Three delegates will be recognized by the Employer as representing the Union at the appropriate steps of the grievance procedure and as otherwise may be determined by the Union. The Union will notify the Employer of the delegates' names and will notify the Employer when any new delegates are selected. Delegates may be present for Registered Nurses being investigated for or receiving disciplinary action if requested by the employee.
- 16.2 Release Time: Upon request a delegate will be granted unpaid release time, as needed, to adjust grievances and represent the interests of the Union, provided the unpaid release time does not interfere with patient care needs, or create a scheduling problem as a result of the delegate's requested absence.

Article 17 - Insurance

- 17.1 **Medical Insurance:** The Employer agrees to provide group medical insurance and to contribute toward the medical insurance premium cost for coverage, for eligible bargaining unit members, as set forth herein. Beginning the first of the month following an employee's date of hire, all eligible full-time employees and part time employees will be offered the hospital's medical insurance coverage. Should comparable medical insurance benefits be unavailable at approximately the same premium, the Employer has no obligation to maintain that level of benefits. The Employer's responsibility under this section is limited to the periodic and timely payment of premiums. The Employer is not responsible for the failure or refusal of the insurance carrier to honor any employee's claim or to pay benefits as long as the periodic and timely payment of insurance premiums is maintained. The Employer agrees to inform the Union of any change in carriers. Should comparable medical insurance benefits be unavailable at approximately the same premium, the Employer agrees to meet with the Union and negotiate a new carrier and benefits, if available, at approximately the same premium. This negotiation may be opened by either party with fifteen (15) days certified written notice to the other party, after the party desiring negotiations is notified of the unavailability of comparable benefits. During the term of this Agreement, the Union agrees to meet with the District and negotiate issues pertaining to medical insurance in the event the Employer seeks to implement a revision in the amount of its medical insurance premium contribution(s) or level of benefits available to the Union.
- 17.1.1 If medical insurance is offered to any group within the Hospital which is superior to that offered to the bargaining unit, that medical insurance will be offered to the bargaining unit provided the bargaining unit otherwise qualifies for such medical insurance.
- 17.2 **Medical Insurance Premium Cost Sharing:** Effective January 1, 2023, and for the duration of the contract, the premium cost share for each type of coverage shall be:

Percent of Premium as Cost to Employee

	Employee Only	Employee & Spouse	Employee & Children	Entire Family
Full Time:	12%	25%	20%	30%
Part Time:	12%	35%	30%	40%

- 17.3 **Annual Premium Increase Formula:** Any premium increases over 10% within a given year will result in the insurance article to open for negotiation.
- 17.4 **Life Insurance:** The Employer agrees to maintain benefits for life insurance and accidental death and dismemberment for each Registered Nurse eligible for such benefits in the same amount provided to all Employer personnel pursuant to the Employer's group plan current as of January 1, 2009.
- 17.5 It is agreed that upon request of the Employer, the parties will meet and negotiate any and all impacts on the current health and welfare insurances, including but not limited to the insurance carrier, benefit levels and employee eligibility, resulting from the implementation of the Affordable Health Care Act and the Employer's need to assure compliance with the new federal law. It is agreed that any request must be submitted not later than thirty (30) calendar days prior to the renewal date of the Employer's current health and welfare plan(s).

Article 18 - Union Security and Checkoff

- 18.1 **Membership:** Employees covered by this Agreement may become members of the Union. You can learn more about union membership at www.seiu1199nw.org or from a Union organizer or delegate. No employee shall be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as a local unit chairperson outside of schedule working hours. The employer and all of its supervisors, agents and assigns agree to be strictly neutral concerning the value of union membership.
- 18.2 **Checkoff:** The Employer agrees to deduct from the pay of each Registered Nurse covered by this Agreement who voluntarily executes a wage assignment authorization form the membership dues required to maintain good standing as defined by the Union. The Union shall advise the Employer in writing of any adjustments made to membership dues thirty days in advance of the effective date of such adjustment.

Deductions for monthly dues shall be made from the first paycheck of each calendar month. All sums deducted for monthly dues shall be remitted to the Secretary-Treasurer of the Union during the week following the payday in which such deductions are made, together with a list showing names of employees and the amount of deductions made. A list of pay dates will be furnished to the Union.

It is understood and agreed that deductions of Union membership dues shall be made only on the basis of written authorization from the affected employees. The Union will furnish the Employer with authorization slips. An employee may withdraw from dues checkoff

upon written notice to the Employer and the Union. The Union will notify the Employer by mail of any changes to the roster.

The Union and its members agree to hold harmless the Employer and its employees or representatives for any good faith action or inaction on the part of the Employer that results in noncompliance with this section by either party.

- 18.3 **Revocation:** The Employer will direct all questions about revocation to the Union. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.
- 18.4 **Roster:** The Employer will supply, at the Union's request, one or more report(s) that include(s) the following information on current employees, new hires and terminations: Name, date of hire, address, job title, FTE status, department, pay rate, termination date and gross wages. This list shall be emailed in Microsoft Excel or sent by certified mail or by some other mutually agreeable mode of delivery of transmission
- 18.5 **Union Access:** The Union shall have the right to hold meetings, with or without Union staff, on Employer premises as designated by the Employer in advance of the meeting and provided space is available. Scheduling of meeting rooms will be made by the Union through Administration. As a courtesy, the Union will notify the Employer at or before the time of the Union's presence on the premises and will limit the Union's presence to public areas in a manner that does not interfere with patient care and/or business operations.
- 18.6 **Orientation:** The Union delegate or officer shall be allowed a minimum of 30 minutes of paid time, designated by the Employer during the new employee orientation for newly hired bargaining unit members. The Union delegate or officer shall use this time to introduce bargaining unit members to the Union and this agreement.
- 18.7 **Union Bulletin Board:** Space shall be made available to the Union on a designated bulletin board. Notices have to be approved by management before being posted.

Article 19 – Staffing Committee

- 19.1 The parties shall establish within the Hospital a Staffing Committee consisting of three (3) representatives of, and selected by the Registered Nurses covered by this Agreement and two (2) representatives of, and appointed by the Employer. The committee shall meet every three (3) months, or as necessary to discuss issues of importance to either party. This committee shall be advisory in nature and shall not normally discuss matters subject to collective bargaining. Staffing Committee members shall suffer no loss of pay if they attend Committee meetings with Employer representatives while on duty status.

The Staffing Committee shall be also used to address the requirements of and comply with ESHB 3123 and ESHB 1714, as may be amended from time to time (currently codified at

RCW 70.41.410, RCW 70.41.420, and RCW 72.23.460). The primary responsibilities of the Staffing Committee regarding ESHB 3123 and ESHB 1714 will be to:

Attend formal regional trainings;

Establish roles and responsibilities for committee members;

Establish timelines to meet ESHB 3123 and ESHB 1714;

Development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget;

Assure patient classification tool is operational;

Review, assessment and response to staffing concerns presented to the Committee;

Review Registered Nurse recruitment and retention data and make recommendations to the Personnel Committee on improvement of Registered Nurse recruitment and retention efforts;

Review and make recommended changes to NHHS forms utilized to document staffing concerns for presentation to the Personnel Committee;

Review the use of and requirements for stand-by, including required response time.

The committee will produce the hospital's annual nurse staffing plan, and present it to the Hospital's Chief Executive Officer;

If the staffing plan report compiled by the committee is not adopted by the hospital, the Hospital's Chief Executive Officer shall provide a written explanation of the reason why to the committee and attend the Staffing Committee to discuss reasons for the decision and potential alternatives;

The committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available); and

Collect and report nurse sensitive quality outcome data as recommended by the Ruckelshaus Center Steering Committee.

All members of the Staffing Committee will be offered the opportunity to attend regional trainings on implementing ESHB 3123 and ESHB 1714 held by the University of Washington, William D. Ruckelshaus Center. Conference committee members shall suffer no loss of pay if they attend such training with Employer representatives while on duty status.

- 19.2 When the Staffing Committee receives a shift to shift staffing concern for review, it will be address the concern at the next Staffing Committee Meeting and determine if appropriate steps were taken to address the staffing concern and make recommendations to improve process and practices.

Article 20 - Separability

It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected and the parties shall enter into immediate collective bargaining to resolve the problem with the disputed section.

Article 21 - Federal, State and Local Laws, Rules and Regulations

The Employer and the Union agree to obey all federal, state and local laws, rules and regulations.

Article 22 -Complete Agreement

- 22.1 The parties have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Each party, therefore, unqualifiedly gives up the right to bargain over any issue raised during the course of negotiations leading to this Agreement.
- 22.2 Changes in Writing. The Agreement expressed herein in writing constitutes the entire Agreement between the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.
- 22.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties are mutually canceled and superseded by this Agreement.

Article 23 - Effective Date and Duration of the Agreement

This agreement shall become effective January 1, 2023 and shall continue in effect until December 31, 2025. If either party desires to enter into a subsequent agreement, notice of such intent shall be given in writing by certified mail at least ninety (90) days prior to the expiration of this agreement.

PUBLIC HOSPITAL DISTRICT
NO. 1 OF PEND OREILLE COUNTY

Service Employees International Union
Healthcare Local 1199 NW



Merry-Ann Keane, Chief Executive Officer



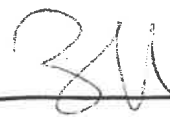
Jane Hopkins, RN, President



Blair Anundson, Chief Negotiator



Stephen Barnhart, RN, ACU



Brie Kerley, RN, ACU



Tami Bell, RN, ER



Shannon Skelley, RN, OR



Caitlin Eller, RN, OR



Christine Venning, RN, ER



Doris Hiebert, RN, ER

APPENDIX A
WAGES SCALE AND SUPPLEMENTS

Weekend	\$3.25
Stand-by	\$4.00
Holiday Stand-by	\$4.50
Charge / Coordinator	\$2.25
Evening Shift	\$2.75
Night Shift	\$3.75
ACU, ED, OR, OB Shift	\$1.00
Preceptor	\$1.25

2023 – 2025 WAGE SCALE:

Step	Upon Ratification		1/1/2024		1/1/2025	
	Step		Step		Step	
1		\$36.75		\$38.04		\$39.18
2	4.0%	\$38.22	4.0%	\$39.56	4.0%	\$40.75
3	3.5%	\$39.56	3.5%	\$40.94	3.5%	\$42.18
4	3.5%	\$40.94	3.5%	\$42.37	3.5%	\$43.66
5	3.5%	\$42.37	3.5%	\$43.85	3.5%	\$45.19
6	3.5%	\$43.85	3.5%	\$45.38	3.5%	\$46.77
7	2.2%	\$44.81	2.2%	\$46.38	2.2%	\$47.80
8	2.2%	\$45.80	2.2%	\$47.40	2.2%	\$48.85
9	2.2%	\$46.81	2.2%	\$48.44	2.2%	\$49.92
10	2.2%	\$47.84	2.2%	\$49.51	2.2%	\$51.02
11	2.2%	\$48.89	2.2%	\$50.60	2.2%	\$52.14
12	2.2%	\$49.97	2.2%	\$51.71	2.2%	\$53.29
13	2.0%	\$50.97	2.0%	\$52.74	2.0%	\$54.36
14	2.0%	\$51.99	2.0%	\$53.79	2.0%	\$55.45
15	2.0%	\$53.03	2.0%	\$54.87	2.0%	\$56.56
16	2.0%	\$54.09	2.0%	\$55.97	2.0%	\$57.69
17	2.0%	\$55.17	2.0%	\$57.09	2.0%	\$58.84
18	1.5%	\$56.00	1.5%	\$57.95	1.5%	\$59.72
19	1.5%	\$56.84	1.5%	\$58.82	1.5%	\$60.62
20	1.5%	\$57.69	1.5%	\$59.70	1.5%	\$61.53
21	1.5%	\$58.56	1.5%	\$60.60	1.5%	\$62.45
22	1.5%	\$59.44	1.5%	\$61.51	1.5%	\$63.39
23	1.5%	\$60.33	1.5%	\$62.43	1.5%	\$64.34
24	1.5%	\$61.23	1.5%	\$63.37	1.5%	\$65.31
25	1.2%	\$61.96	1.2%	\$64.13	1.2%	\$66.09
26	1.2%	\$62.70	1.2%	\$64.90	1.2%	\$66.88
27	1.2%	\$63.45	1.2%	\$65.68	1.2%	\$67.68
28	1.2%	\$64.21	1.2%	\$66.47	1.2%	\$68.49
29	1.2%	\$64.98	1.2%	\$67.27	1.2%	\$69.31
30	1.2%	\$65.76	1.2%	\$68.08	1.2%	\$70.14

APPENDIX B

Substance Abuse

The Employer also has a goal of maintaining safe, healthful and efficient working conditions for its employees which are in compliance with local, state and federal regulations and laws. Being under the influence of a drug or alcohol on the job potentially presents serious safety and health risks to the user, the patient and also to all co-workers. The possession, use or sale of a drug which may alter mental and/or physical abilities, or the use of alcohol in the workplace also presents an unacceptable risk to safe, healthful and efficient operations. Therefore, the following is a policy with regard to the use, possession and/or sale of alcohol and/or drug(s). The terms "substance abuse," "alcohol and/or controlled substances," and "drug" may be used interchangeably.

Professional assistance for resolving employee alcohol or substance abuse problems is available through the Employer's medical insurance program. Requests for such help may be made through the supervisor. Requests for this assistance will be treated confidentially (no entries in the employee's personnel file) and the employee will be assisted with identification of professional organizations that can provide in-patient, out-patient and post-treatment care.

1. DEFINITIONS.

- a. Reasonable Suspicion may include, but is not limited to, the following observations:

- Impairment of an employee's faculties
- Odor of alcohol on the breath
- Slurred speech or rapid, incomprehensible speech
- Inability to concentrate
- Unsteady gait
- Bloodshot eyes and/or large, fixed pupils
- Implication of a drug activity
- Suspected theft of a controlled substance

- b. Alcohol or alcoholic beverage means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol.
- c. Drug means any substance other than alcohol capable of altering the mood, perception, pain level, or judgment of the individual using or consuming it. These include, but are not limited to, any controlled substance, narcotic, heroin, cocaine, or marijuana.

2. REQUIREMENTS. Employees shall not consume alcoholic beverages during regular or overtime working hours, during paid or unpaid meal periods and/or breaks when the employee will be returning to work following the meal period and/or break, or during working hours when representing the Employer away from Employer facilities. Additionally, employees shall not report to work under the influence of alcohol or alcoholic beverages or possess alcoholic beverages on Employer property.

The use, possession, sale or purchase of any drug on the job, on Employer time or business or on District property is prohibited. **Employees shall not report to work under the influence of any (1) illegal drug or (2) prescription drug or over-the-counter medication that presents serious safety and health risks to the employee, any patient, or any co-worker.**

Unlawful involvement with alcohol or drugs on the job is a serious conduct breach. Each employee has an obligation to advise the Employer of any known violations of these requirements. Violations of these requirements will result in disciplinary action up to and including termination.

When a supervisor has reasonable suspicion to believe that an employee is selling, transferring or in physical possession of an illegal controlled substance on Employer premises, the police shall be notified.

The Employer shall adhere to all State guidelines requiring reporting of matters dealing with substance abuse.

3. PRESCRIPTION AND OVER-THE-COUNTER MEDICATION.

Employees shall not report to work under the influence of any drug prescribed by a licensed medical practitioner or over-the-counter medication which may induce drowsiness, dizziness or other side effects that could impair the employee's job performance. If an employee should experience any side effects of a potentially dangerous nature while performing their normal duties, they should immediately cease such operations and inform their supervisor about the condition. Such incapacitation shall be treated as any other illness. If the Employer has a reasonable suspicion that an employee is under the influence of any drug prescribed by a licensed medical practitioner or over-the-counter medication that impairs the employee's job performance, the Employer may relieve the employee of his/her job responsibilities until such time as the employee's job performance will no longer be impaired. The Employer agrees to adhere to all state and federal laws invoked by this Section 3, including but not limited to refraining from invoking this provision on a pretextual or otherwise unlawful basis. It is agreed that nothing contained in this Section 3 is to be construed as a justification for disciplinary action over the use of an over-the-counter or prescription drug that causes an unexpected reaction in the employee, unless a preponderance of evidence shows that the employee knew or should have known that such a reaction would occur. Contra indications or possible side effects listed on drug packaging materials shall not constitute such evidence.

4. PROCEDURE.

- a. The Employer will provide training to supervisors with respect to recognizing the signs of alcohol or drug abuse.
- b. If a supervisor has a reasonable suspicion that an employee may be in violation of the above requirements, the supervisor should do the following:

- 1) The supervisor should evaluate whether he/she has reasonable cause to believe that the employee is under the effects of alcohol or drugs. If so, the supervisor should confirm the employee is not operating moving vehicles or equipment.
- 2) The supervisor should then ask for confirmation from another supervisor. If the other supervisor confirms the supervisor's belief, the employee will be given the appropriate laboratory test. If the employee refuses to take the test, disciplinary action may include any level of disciplinary action up to and including termination. If the employee agrees to take the test, any potential disciplinary action will be delayed pending test results.
- 3) The employee will be relieved of their job responsibilities with pay pending the test results.
- 4) Supervisors should offer to arrange for a ride home for the employee. If the employee refuses the ride home and the supervisor believes the employee's condition may impact the ability to safely operate a motor vehicle, the supervisor should notify the Police.
- 5) If the test results are negative, the employee will receive no disciplinary action and the supervisor will apologize for the inconvenience and communicate appreciation for cooperation with this policy. If the test results are positive, a second testing shall be done, using a different testing method and using a portion of the same sample reserved under proper conditions for this purpose. An additional portion of the sample will be reserved should the employee decide to have the sample retested at their expense. If the second sample is positive, the employee shall be offered the opportunity to successfully complete a treatment program. If the employee refuses, he/she shall be subject to immediate disciplinary action, up to and including termination.
- 6) When a supervisor has reasonable grounds to believe that an employee is selling, transferring or in actual physical possession of an illegal controlled substance, the supervisor should call the Police, as physical possession or sale are not suspicions but may constitute evidence of the potential commission of a felony.

c. If an employee agrees to a treatment program, an agreement to continue employment must be signed by the employee. If an employee voluntarily undergoes and successfully completes all phases of an Employer approved alcohol/substance treatment plan and agreement to continue employment, potential disciplinary action shall be placed in abeyance for a period of two years. If an employee has had no additional alcohol or drug- related issues for the two year period, all record of the incident shall be removed from the employee's personnel file. If the employee violates the agreement to continue employment and/or fails to successfully complete the treatment plan, at the Employer's sole discretion, the employee may be disciplined up to and including immediate termination.

5. OBTAINING AN ALCOHOL DRUG TEST.

- a. The supervisor should contact the laboratory supervisor or the appointed acting agent.
- b. The laboratory supervisor should use the consent and requisition forms and full instructions that are available in the Laboratory Department. These packets are to be used to insure proper collection and handling procedures.
- c. If alcohol use is suspected, Laboratory will offer the employee the choice of selecting a urine or blood analysis. If drug use is suspected, urine analysis will be used. Laboratory will document the "chain of custody" starting at the time the specimen is drawn/collected. A form entitled "Urinalysis Specimen Collection Request and Custody Form" is included in the packet.
- d. Laboratory will obtain a signed consent form from the employee prior to the draw/collection of the sample. The employee's signature must be witnessed by at least one other person. The date and time of consent must be noted on the form. If the employee refuses to sign the consent form, this information will be documented on the consent form and witnessed by at least one other person. The employee will then be relieved of duty, and the refusal to sign the form considered a refusal to submit to the testing.
- e. Blood will be drawn by a physician, registered nurse or other certified staff. specimens will be verified through PH testing.
- f. If the specimen is collected outside the Laboratory, the entire specimen must be accompanied by two people, the steward and the supervisor or person requesting the specimen. Test results will be reported to the Medical Review Officer, or in the alternative, the Chief Administrative Officer.
- g. Positive test results over the threshold limits delineated in Section 8 of this Appendix B will be reported to the Laboratory Supervisor who will then report the results to the Medical Review Officer. If either the Laboratory Supervisor or the Medical Review Officer is unavailable, the results will be reported to the Chief Administrative Officer. The written test results will then be placed in a confidential file.
- h. All tests on the sample will occur in a lab certified to make such tests.
- i. The employee may request the presence of a steward at the testing. The steward must be available within one-half hour or the testing may proceed without the presence of the steward.

6. SUPERVISORS AND MANAGEMENT PERSONNEL.

The Employer recognizes that managerial and supervisory personnel may also engage in abuse of alcohol or drugs. The Employer has similar standards of enforcement and assistance for supervisor and managerial personnel as contained in this policy. The Employer has provided an avenue for reporting suspected managerial abuse to the appropriate superior. In the event a manager is reasonably suspected of use of alcohol or drugs on the job, an employee may report the incident to the Department Manager of their department, or to the next level manager, then to the Hospital Superintendent as appropriate. The Union agrees with the Employer that neither this procedure nor the above procedure covering bargaining unit employees shall be used to harass or intimidate an employee or supervisor.

7. JOB APPLICANTS

All applicants who have conditional offers of employment (applicant) shall be physically examined and/or chemically tested for the presence of alcohol and drugs. The employment process will be terminated for all individuals whose examinations and/or tests are positive. Any applicant who fails a test or refuses to be tested will be ineligible for hire. Such applicant(s) will not be able to reapply for a period of six (6) months.

8. THRESHOLD LIMITS

DRUG TEST CRITERIA

SUBSTANCE	INITIAL TEST	CONFIRMATION TEST
Amphetamines/ Methamphetamines	1000 ng/ml 1000 ng/ml	500 ng/ml 500 ng/ml
Cocaine	300 ng/ml	150 ng/ml
THC (marijuana)	100 ng/ml	15 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Opiates	300 ng/ml	300 ng/ml
Alcohol	0.04 BAC	0.04 BAC

APPENDIX C

Newport Hospital and Health Services Recognized Certifications

Registered Nurse Certified (RN,C)

Medical Surgical
Cardiac Eligibility
Gerontological
Psychiatric and Mental Health
Pediatric
Perinatal
Community Health
General Nursing Practice
Nursing Continuing Education / Staff
Development
Cardiac Rehabilitation
Obstetric, Gynecologic and Neonatal

Registered Nurse, Certified Specialist (RN,CS)

Clinical Specialist:
Gerontological
Medical-Surgical
Community Health
Adult Psychiatric & Mental Health
Child & Adolescent Psychiatric & Mental
Health
Gerontological Nurse Practitioner
Pediatric Nurse Practitioner
Adult Nurse Practitioner
Family Nurse Practitioner

Registered Nurse, Certified in Nursing Admin (RN,CNA) & Advanced (RN,CNAA)

Nursing Administration & Nursing
Administration, Advanced

Other Recognized Clinical Certifications

Certified Emergency Nurse (CEN)
Critical Care Registered Nurse (CCRN)
Certified Nurse Operating Room (CNOR)
Certified Neuroscience Registered Nurse (CNRN)
Certified Nurse Operating Room – Post
Anesthesia (CPAN)
Oncology Certified Nurse (OCN)
Certified Registered Nurse Infusion (CRNI)
Certified Occupational Health Nurse (CAPA /
CPAN)
Certified Gastroenterology Nurse (CGN / CGRN)
Certified Diabetes Educator (CDE)
Certified Nephrology Nurse (CNN)
Certified Orthopedic Nurse (ONC)
Certified Plastic Surgical Nurse (CPSN)
Certified Vascular Nurse (CYN)
Certified Wound Ostomy Continence (CETN)
Certified Lactation Consultant (IBCLC)
Certified Pediatric Oncology (CPON)

Memorandum of Understanding -Department/Unit Restructure

Unit merger and/or restructure shall be defined as the combining or division of separate units or departments, a change in a department that affects FTE, pay, shift or schedule change of more than two hours and/or impacting more than two people. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least (30) days advance notice prior to a unit merger or significant restructure. During this thirty (30) day period, the Employer and the Union will meet to discuss the changes.

The Employer shall use the established Conference Committee to address specifics of the restructure following the description of the committee in Article 19.

Possible guidelines for the specifics of restructure could include:

Employees may bid for the shift/same FTE they had prior to the restructure based on seniority, providing skill, competence and ability are considered substantially equal. If through this bid process an employee is unable to retain the same shift/same FTE they had prior to the restructure, the employee may choose to bump to other shifts/FTE based on seniority, providing skill, competence and ability are considered substantially equal. If an employee is not assigned a position on the new or restructured department or unit, the employee shall be considered to be laid off and shall have the options identified in Section 5.3.1 of Article 5.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, and work schedule.

Dated 01/30/2023



Jane Hopkins, RN, President



Merry-Ann Keane, Chief Executive Officer

Memorandum of Understanding – Dependent Coverage Committee

The parties have a common interest in exploring options to providing affordable dependent coverage. In order to work collaboratively in exploring these options, the Employer (Newport Hospital) and the Union (SEIU Healthcare 1199NW) shall form a committee with equal representation from labor and from management. The committee will take the following actions. These actions are not exclusive but are meant to be possible starting points for the committee.

Explore options within the Public Employees Benefits Board Program (PEBB)
Developing and conducting a survey of its employees to determine level of dependent coverage need.
Explore Health Savings Accounts to help minimize costs to dependent medical care.
Identify and review health care plans outside of the PEBB that would incentivize and minimize health care dependent costs.

During the second year of the agreement, the committee shall develop a mutually agreed upon set of written recommendations for the bargaining unit employees. Prior to open enrollment, this committee will present their recommendations to the CEO of Newport Hospital for approval. If denied, the committee and CEO will meet, in person, within fourteen (14) days of the denial and explore other alternatives to dependent coverage.

Dated 01/30/2023



Jane Hopkins, RN, President



Merry-Ann Keane, Chief Executive Officer