

**CHELAN COUNTY PUBLIC HOSPITAL DISTRICT No. 1**  
**(d/b/a “CASCADE MEDICAL CENTER”)**  
**and**  
**WASHINGTON STATE NURSES ASSOCIATION**

**EFFECTIVE OCTOBER 1, 2019-SEPTEMBER 30, 2022**

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**Agreement  
By and Between  
Chelan County Public Hospital District No. 1  
(d/b/a “CASCADE MEDICAL CENTER”)  
and  
Washington State Nurses Association**

**ARTICLE 1 – PREAMBLE**

**1.1 Purpose.** This Agreement is entered into by the Chelan County Public Hospital District No. 1, doing business as Cascade Medical Center, hereinafter the “Hospital”, and the Washington State Nurses Association, hereinafter the “Association” for the purposes of establishing rates of pay, hours of work and other conditions of employment for the nurses represented by the Association.

**ARTICLE 2 – RECOGNITION**

**2.1 Representation of Bargaining Unit.** The Hospital recognizes the Association as the exclusive representative of the Bargaining Unit nurses for the purposes of collective bargaining with respect to wages, hours of work and other working conditions.

**2.2 New Bargaining Unit Positions.** The Hospital will notify the Association of new or changed job classifications created during the life of this Agreement if the classifications are non-supervisory, non-managerial and are to be filled by a Registered Nurse. Within fourteen (14) days following receipt of such notice, the Association may request, in writing, to negotiate the compensation to be paid to individuals occupying such new classification. The Hospital may implement the new job classification while the parties negotiate such compensation. Nothing herein shall be construed as a waiver by either party of the right to file with the Public Employment Relations Commission a unit clarification petition or other petition challenging the unit placement of any newly created registered nurse position.

**ARTICLE 3 – DEFINITIONS**

For the purposes of this Agreement, the following definitions shall control, to wit:

**3.1 Association.** Association shall mean the Washington State Nurses Association which is the lawfully designated organization exclusively representing the Bargaining Unit.

**3.2 Bargaining Unit.** Bargaining Unit or Local Unit shall mean all regular full-time, part-time, and Pool registered nurses employed by the Hospital, but shall exclude supervisory personnel and all other employees of the Hospital.

**3.3 Local Unit Nurse Representative.** Local Unit Nurse Representative(s) shall mean any Local Unit member(s) of the Association designated as the initial contact person(s) for Hospital/Association communications. Within a reasonable period of time following execution of this Agreement, the Association shall notify the Hospital in writing of the identity of the Local

Unit Representative(s). The Association shall promptly notify the Hospital of any changes in the Local Unit Representative(s).

**3.4 Association Nurse Representative.** Association Nurse Representative shall mean the non-Local Unit representative of the Association who is designated as the primary non-Local Unit contact person for Hospital/Association communications. The Hospital will be notified of any changes in the identity of the Association Nurse Representative.

**3.5 Probationary Period.** The probationary period is the first five hundred twenty (520) work hours, commencing upon the nurse's initial or most recent date of hire. During the probation period or any extension thereof, an Employee may be disciplined or discharged by the Hospital at will and without appeal or recourse to the grievance or arbitration procedure. Alternatively, if, in the Hospital's discretion, an Employee's performance is deemed below standard within the probationary period, the Hospital may extend the Employee's probationary period for up to an additional five hundred twenty (520) working hours. During the probationary period, Full and Part-Time Regular Nurses may accrue benefit rights, but are not eligible to use certain accrued benefits, as provided for in this Agreement. Employees cannot cash out any accrued but unused PTO time if an Employee separates from employment, for any reason, prior to the successful completion of the Employee's probation period.

**3.6 Charge Nurse.** A staff nurse who is assigned leadership responsibilities as to other staff nurses in addition to providing patient care services, and who also provides clinical oversight and optimization of patient flow and staffing. The Charge Nurse assists in patient care in all areas of the Hospital, including but not limited to daily assessing, planning, organizing, directing activities and staffing within the Acute Care Unit and Emergency Department. The Charge Nurse is an assigned position and can be the Acute Care RN, Emergency Department RN or CRN. The Charge Nurse on each shift will be responsible for directing and authorizing meal and rest breaks. The Charge Nurse will be responsible for documenting missed meal periods and rest breaks for the nursing staff on the shift during which the charge nurse is working. A record of all missed breaks will be given to the Director of Nursing.

**3.7 Unit Resource Nurse.** A unit resource nurse is a registered nurse who is assigned to perform specific leadership duties on a defined unit as designated by nursing leadership.

**3.8 Clinical Resource Nurse.** A staff nurse who has been oriented to and has the competency to assist with patient care in both the Acute Care Unit and Emergency Departments.

**3.9 Staff Nurse.** A Registered Nurse who is responsible for the direct and indirect nursing care of the patient.

**3.10 Regular Nurse.** Regular Nurse shall mean either of the following:

**3.10.1 Regular Full-Time Nurse.** Regular Full-Time Nurse means a nurse who has successfully completed the Probation Period who is regularly scheduled to work on a regular basis of at least thirty-six (36) hours a week. Provided, however, that nurses shall be scheduled for the number of hours for which the nurse was hired.



**3.10.2 Regular Part-Time Nurse.** Regular Part-Time Nurse means a nurse who has successfully completed the Probation Period, who is regularly scheduled to work less than thirty-six (36) hours a week.

**3.10.3 In Lieu Premium.** At the time of hire or during open enrollment, regular Full-Time or Part-Time nurses may elect to receive a sixteen percent (16%) premium above their regular rate of pay in lieu of benefits. When a regular Full-Time or Part-Time nurse elects the sixteen percent (16%) premium, they will not receive PTO, disability leave, insurance, or matching retirement contribution. They will continue to receive applicable premium pay.

If a nurse has accumulated PTO hours prior to electing the sixteen percent (16%) premium in lieu of benefits, when such nurse takes time off due to illness, holiday, or for vacation, the nurse may use his/her accumulated PTO time; however, the nurse's Disability Leave (Article 13.2) will be frozen, and the nurse will not be able to use their Disability Leave, until such time the nurse elects to stop receiving the 16% premium and is again eligible for benefits. A nurse receiving the 16% premium, who separates employment in good standing, and provides at least 3 weeks prior notice, will be eligible to cash out his/her PTO account. Upon separation, the nurse's PTO and disability leave accounts will be reduced to zero.

**3.11 Pool Nurse.** A Pool nurse is a nurse who is retained on a register to work on a temporary or an augmented basis when additional nursing needs arise. Pool nurses do not accrue benefits nor do they accrue seniority (except provided in Section 8.2). In lieu of benefits, including PTO, disability leave, insurance and retirement, but excluding shift differential, weekend premium, and certification, Pool nurses shall receive a sixteen percent (16%) premium above their regular rate of pay. If a Regular Nurse changes to Pool status and later returns to Regular Nurse status, the nurse's seniority and previously accrued benefits shall be restored, consistent with paragraph 3.8.4 so that the nurse neither loses nor gains seniority by virtue of having changed to Pool status.

**3.11.1 Pool Commitment.** A Pool nurse must make herself/himself available for-work at least 6 twelve (12) hour shifts per three-month quarter and either three weekend shifts per three-month quarter or all night shifts. Pool nurses must stay current with all department updates and changes, comply with department expectations, and stay current with all assigned training and education. Pool nurses must also be available to work at least one holiday per year.

**3.11.2 Recurring Assignments.** If a Pool nurse (not necessarily the same person) occupies a position on the schedule of two (2) or more shifts per week for three (3) consecutive months, such position must be posted in accordance with the job posting provisions of this Agreement. This does not apply if the nurse is replacing a nurse scheduled to return. (i.e. due to vacations, Leaves of absence, sick/disability leaves, etc.)

**3.11.3 Step Increases.** Pool nurses shall accrue yearly step increases after working at least one calendar year.

**3.11.4 Protection of Benefits.** If a Regular Nurse changes to Pool status, the nurse's accrued PTO shall be cashed out as if the nurse had resigned. If the nurse later

returns to Regular Nurse status, within one (1) year, the nurse's previously accrued Disability benefits shall be restored. If an employee remains in Pool status for more than twelve (12) consecutive months, the Employee's disability leave account will be reduced to zero.

**3.12 Regular Rate of Pay.** A nurse's regular rate of pay shall include any premium pays the nurse regularly receives when working his/her regularly scheduled shifts.

## **ARTICLE 4 – ASSOCIATION MEMBERSHIP**

**4.1 Membership.** All nurses covered by this Agreement may become members of the Association.

**4.1.1 Membership In Good Standing.** Membership in good standing with the Association means the regular payment of applicable Association dues.

**4.1.2 Current Members.** Nurses who are members of the Association in good standing, on the date this Agreement is executed, shall remain members in good standing unless or until notice of withdrawal is provided as set forth in part 4.2.

**4.1.3 Current Non-Members.** Bargaining Unit nurses who are not members of the Association on the date this Agreement is executed may become members of the Association at any time. It is the responsibility of the Association to notify the Hospital, in writing, if a nurse has elected to join the Association.

**4.1.4 New Hires and Transferees.** Except as provided in part 4.2, all nurses covered by this Agreement and hired by the Hospital or transferred to a covered position on or after the date the Agreement is executed shall be provided with an opportunity to meet with a representative of the Association as set forth in Section 4.5 below.

**4.2 Membership Withdrawal.** In the event a nurse elects to withdraw from membership in the Association, a written notice of withdrawal shall be provided to the Association in accordance with the Association requirements. The Association will be responsible for providing the Hospital with notice of the withdrawal.

**4.3 Dues Deductions.** The Hospital shall, upon receipt of a signed authorization from a member nurse, deduct Association dues from each nurse's wages. It shall be the Association's responsibility to provide the Hospital with written authorization from the nurses and/or with written notice of cancellation. The Hospital shall submit the dues to the address and name provided by the Association within seven (7) business days from the date on which such deduction has been made and submit to the Association the names, employee identification (ID) numbers, and dues amounts deducted for each specific pay period. This information may be included in the same document submitted in accordance with 5.5 Rosters below. In the event the Hospital receives a notice of withdrawal or membership from the Association, the Hospital shall cease making dues deductions as soon as possible, but not later than the second pay period following the effective date of the withdrawal from the Association.

**4.4 Hold Harmless.** The Association agrees to defend, indemnify, and hold the Hospital

harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of the Hospital's deduction of dues in accordance with the provisions of this Article.

**4.5 Contract Distribution.** The Hospital shall provide thirty (30) minutes during the orientation of new bargaining unit employees for the Local Unit Chairperson or designee to meet with the new employees to distribute a copy of this Agreement and to answer any questions regarding the Association.

## **ARTICLE 5– ASSOCIATION ACTIVITIES/MANAGEMENT RELATIONS**

**5.1 Limitation on Conduct of Association Activities.** It is not the intention of the Hospital to provide time during working hours for the conduct of Association business; however, it is acknowledged that certain Association activities, by their nature, must be done during working hours. Whenever possible, the Local Unit Nurse Representative(s) shall endeavor to conduct association business, including the processing of grievances, during non-work hours such as during meal periods and breaks.

**5.2 Negotiations.** The Hospital will not compensate Staff Nurses for any time spent attending negotiation meetings between the Hospital and the Association. The Hospital, with appropriate advance notice, shall allow Staff Nurses to trade shifts and otherwise modify schedules to attend negotiations so long as the trade or modification does not result in the need to pay overtime compensation. Nurses who participate on the Association Negotiating Team will not be required to use accrued leave in order to account for time lost as a result of attending negotiation meetings between the Hospital and the Association.

**5.3 Nurse Staffing Committee.** Pursuant to RCW 70.41.420, as currently enacted or hereafter amended, the Hospital shall establish a nurse staffing committee. At least one-half of the members of the nurse staffing committee shall be registered nurses currently providing direct patient care and up to one-half of the members shall be determined by the Hospital administration. The Local Unit will appoint a registered nurse currently providing direct patient care to the Nurse Staffing Committee. The Association Nurse Representative may attend meetings of the Nurse Staffing Committee as a non-voting advisor. This committee shall not negotiate matters subject to collective bargaining. Either party may request a committee meeting.

**5.3.1 Paid Time.** Participation in the nurse staffing committee by a member of the bargaining unit shall be on scheduled work time and compensated at the Regular Rate of Pay. Nurse staffing committee members shall be relieved of all other work duties during meetings of the committee.

**5.3.2 Responsibilities.** Primary responsibilities of the nurse staffing committee shall include:

1. 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.

2. Semiannual review of the staffing plan against patient needs and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the Hospital; and
3. Review, assessment, and response to staffing concerns presented to the committee.

**5.3.4** Staffing shall be sufficient, in CMC's judgment, to follow staffing guidelines as posted in each department. Should staffing fall below the posted guidelines, the issue may be brought to the CEO and the Staffing Committee for input and recommendation as to how meet the guidelines. Staffing for festivals, holidays and special events can be a standing Staffing Committee agenda item.

#### **5.4 Conference Committee.**

Cascade Medical supports and embraces seven shared values of Commitment, Community, Empowerment, Integrity, Quality, Respect, and Transparency. Every employee is equally respected, as each position is vital to achieving our goals.

Feedback between management and nursing staff is regarded as an essential part of our continued growth and ability to carry out our mission of providing compassionate care to our patients and their families. Cascade Medical encourages and welcomes nurses to bring observations, ideas, concerns and suggestions to the Conference Committee and Cascade Medical management to allow for discussion and collaboration.

The Conference Committee shall meet quarterly to discuss matters relating to issues that may arise over application or interpretation of this Agreement and to consider suggestions for improvements to quality patient care or other matters of mutual concern. The initial meeting date and time shall be proposed by the WSNA Nurse Representative and mutually agreed to by the parties. The quarterly meetings shall be mutually decided and scheduled as part of future Conference Committee agendas. The purpose of this committee is to foster improved communications between management and Bargaining Unit nurses and to assist with personnel and other problems. This Committee shall not negotiate matters subject to collective bargaining. Either party may request a committee meeting.

Two (2) representatives of the Local Unit and two (2) representatives of the Hospital shall constitute the Conference/Nurse Practice Committee ("Conference Committee"). The WSNA Nurse Representative is a standing member of the Conference Committee.

**5.4.5 Paid Time.** Nurses on the Conference Committee shall be paid at their regular rate of pay for time spent in Conference Committee meetings, up to two (2) hours per month.

**5.4.6 Non-Committee Members.** Additional persons may be invited to participate in Conference Committee meetings to provide relevant information, but not to act as an advocate(s) for either the Association or the Hospital.

**5.4.7 Agendas.** Members of the Conference Committee who wish to have an item discussed in a Conference Committee meeting shall place the item on a meeting agenda and submit it to the other Conference Committee members in advance of each meeting.

**5.5 Bulletin Boards.** The Hospital shall provide space in the nurses'/staff lounge for a bulletin board which shall be purchased by the Local Unit. The bulletin board shall be used only for Association communications. If the Hospital has any concerns regarding any posted material, it shall notify the Local Unit Chairperson.

**5.6 Rosters.** Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an email, unless the Hospital and WSNA mutually agree to a different format, the Hospital shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address, home and/or cell phone number, personal email address, employee identification number, last four digits of the social security number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired or transferred into a bargaining unit position).

On the fifteenth of each month, the Hospital shall provide the Association with a list of all employees covered by this Agreement who were hired and/or terminated during the previous month. The Hospital shall also provide the Association with a list of all employees who transferred from non-bargaining unit positions into positions covered by the Agreement or transferred from bargaining unit positions to non-bargaining unit positions during the previous month. These lists shall contain each employee's name, home address, home and/or cell phone number, personal email address, employee identification number, last four digits of the social security number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired), termination date, and date of transfer in or out of the bargaining unit.

## **ARTICLE 6– MANAGEMENT RIGHTS**

The Association recognizes that the Employer, in accordance with applicable state laws, has the obligation of providing the community with quality patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the Hospital reserves the exclusive right to the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, transfer, float, promote, maintain discipline order and efficiency of its employees; to discipline demote or discharge nurses for just cause, including the right to discharge any nurse deemed to be incompetent based upon reasonably related, established job criteria and exercised in good faith; and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail, or subcontract its operations, including the right to utilize the services of registry/agency personnel. The Association recognizes that the above statement of management rights is for illustrative purposes only and

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should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement 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.

## **ARTICLE 7– HOURS OF WORK, OVERTIME, AND PREMIUM PAYS**

**7.1 Workday.** A standard work day shall consist of twelve (12) hours work to be completed within twelve and one-half (12½) consecutive hours, respectively, with a thirty (30) minute meal period on the nurse’s own time if the nurse is relieved of duties during this period. If the nurse is not offered to be relieved of duties or may not leave the unit for the meal period, this shall be paid time. However, a nurse who refuses an offer for relief shall not be entitled to additional compensation. Nurses working twelve (12) hour shifts shall receive three (3) fifteen (15) minute breaks spaced appropriately apart.

In the event that, during the life of this Agreement, the Employer determines that it wishes to implement other than twelve (12) hour work schedules, it shall meet and negotiate the issue with the Association prior to implementation.

**7.2 Work Period.** The full-time work period shall consist of thirty-six (36) hours within a seven (7) day period. However, overtime shall not be due except as provided in Article 7.3.

**7.2.1 Additional Hours.** Nurses regularly scheduled to work three (3) twelve (12) hour shifts per week may submit a written request to their Nurse Supervisor to pick up extra hours sufficient to make up a forty (40) hour work week. Such written request shall specify the shifts the nurse is willing to work and whether the nurse wishes to be scheduled for extra hours or merely to pick up posted hours. Every reasonable effort will be made to give nurses making such requests the option of picking up any available hours before any Pool nurses are scheduled for available hours, provided it does not generate overtime or other premium pay rates.

**7.2.2 Use of PTO.** Nurses regularly scheduled to work three (3) twelve (12) hour shifts per week may utilize accrued PTO so that they will receive pay for forty (40) hours work. This is not cumulative and is not retroactive.

**7.2.3 Beginning of Work Period.** All work periods shall begin at the start of the day shift on Sunday. Any changes to the existing shift start/stop times will be by mutual agreement. A shift shall be deemed to start on the calendar day on which a majority of the regular scheduled hours fall.

**7.2.4 Innovative Work Periods or Schedules.** Individual innovative work periods or schedules (other than twelve (12) hour schedules) may be established when mutually agreeable to the Hospital and the nurse concerned, provided written notice is given to the Local Unit Chairperson and such work periods or schedules do not modify any other terms of this Agreement other than the nurse’s work period or schedule.

**7.3 Overtime.** Nurses will be paid overtime at the rate of one and one-half times their regular hourly rate of pay for all hours worked beyond 40 hours in any work week. For nurses regularly scheduled to work on a schedule of 12 hours per day, all time worked in excess of the nurse's regular 12-hour shift in a day shall be considered overtime.

**7.3.1 Overtime - Other than Twelve Hour Shifts.** For nurses regularly scheduled to work other than a twelve (12) hour shift, all time worked in excess of the nurse's regular shift and all time worked in excess of forty (40) hours in a seven day period shall be considered overtime.

**7.3.2 Overtime to be Properly Authorized.** All overtime must be authorized verbally or in writing by nurse's supervisor or designee in advance in writing by the Director of Nursing or designee. In emergent situations, the Director of Nursing or designee will provide verbal authorization followed by a written note in the time and attendance system explaining who received authorization for overtime and the reason for the authorization.

**7.4 Overtime Compensation.** All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay.

When a nurse works sixteen (16) hours or more, all hours beyond sixteen (16) consecutive hours worked shall be paid at double time (2x), for actual hours worked providing patient care.

For purposes of this Article, "hours worked" shall mean hours actually worked and shall not include PTO, standby time, or any other non-work time, including but not limited to meal and sleep time, as stated in and to the extent permitted by the Fair Labor Standards Act and the Washington State Minimum Wage and Hour Act, as currently enacted or hereafter amended.

All overtime shall be calculated and compensated for in fifteen (15) minute increments.

**7.5 Work Schedules.** The Hospital shall determine and post monthly work schedules at least fifteen (15) days preceding the expiration of the current schedule. Posted schedules may be amended by mutual agreement. Any requests for special scheduling or changes to the posted schedule shall be submitted to the Director of Nursing or his/her designee, in writing, at least fourteen (14) days prior to the issuance of the monthly schedule unless mutually agreed otherwise. The Director of Nursing or designee will discuss changes in the nurse's routine schedule with the nurse before making the change. A nurse may not bump an agency nurse from a pre-established scheduled shift within 96 hours of the start of that shift without permission of nursing leadership.

**7.6 Shift Rotation.** There shall be no regular rotation of shifts except where mutually agreeable to the Hospital and the nurse(s). In the event the nurse(s) agreeing to rotate leaves the position(s), the position(s) will revert back to its/their former status. In emergency situations (unpredictable influx of patients or staffing shortage, e.g.) nurses may be required to rotate shifts. If such rotation is necessary, volunteers will be sought first. If there are insufficient volunteers, assignments will be made on a seniority basis.

**7.7 Time and Attendance.** Nurses shall accurately report their hours using the time and attendance system. This includes clock in and out times, adding notes to clarify any variance to scheduled hours and adding appropriate premium pays such as Charge Nurse or Unit Resource Nurse. Nurses shall either report to their charge nurse or use the time and attendance system to clock in and out when they are leaving the Hospital campus. The Hospital will endeavor to provide nurses with copies of their time sheets by the end of the subsequent payroll period.

**7.8 Meal.** Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Hospital to remain on duty on the premises during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses who choose to leave the premises for their meal break, must either report to their charge nurse and/or clock in and out using the time and attendance system.

**7.8.1 Rest Breaks.** The Hospital recognizes the need for regular rest breaks.

**7.8.1.1** All 12-hour nurses are to receive three (3) fifteen (15) minute rest breaks spaced appropriately apart.

**7.8.1.2** In the event nurses are scheduled to work eight (8) hour shifts, the nurses so scheduled will receive two (2) fifteen (15) minute rest breaks spaced appropriately apart.

**7.8.1.3** Nurses agree to remain flexible when taking their rest breaks. If a nurse is unable to take his/her rest breaks due to his/her work load the nurse shall notify his/her supervisor. Missed rest breaks will be paid at the rate of one and one-half times (1½ X) the regular rate of pay.

**7.9 Rest Between Shifts.** Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. A nurse who does not receive at least ten (10) hours rest between shifts shall be compensated at the rate of time and one-half (1½ X) the nurse's regular rate of pay throughout the shift worked without the required rest. This section shall not apply to continuing education, committee meetings, non-mandatory staff meetings or to time spent on standby.

**7.9.1 Twelve-Hour Nurses.** For nurses working twelve (12) hour schedules, the required rest between shifts shall be ten (10) hours between the end of a twelve (12) hour shift and the beginning of the next shift.

**7.10 Standby/On Call.** Nurses who are on call/standby shall be paid three dollars and fifty cents (\$3.50) per hour on call pay for all such hours. If a nurse is called in to work while on call/standby, the nurse shall be guaranteed a minimum of three (3) hours at time and one-half (1½ X) the nurse's regular rate of pay. Standby will be by mutual consent.

**7.10.1 Staffing.** Nurse staffing levels in acute care and emergency department will be based on the approved Nurse Staffing Committee staffing plan.



**7.10.2 Overtime Computation.** Standby/On Call duty (time not worked) shall not be counted as hours worked for purposes of computing overtime, eligibility for service increments or employee benefits.

**7.11 Low Census.** Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of three (3) hours report pay at the straight time rate. The Hospital shall provide notice at least two (2) hours prior to a scheduled shift of low census time off. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Hospital based upon relevant criteria, low census hours will be assigned in the following order:

1. Volunteers;
2. Traveling Nurses;
3. Pool Nurses;
4. Part-time and Full-time nurses rotated within the shift in which low census occurs, based upon low census hours previously taken, commencing with the least senior nurse. Nurses shall not “bump” into the shifts of nurses on another shift (except as provided in Section 7.12) to make up for mandatory low census hours.

**7.11.1 Volunteers.** A nurse who volunteers for low census shall have those hours counted for purposes of determining the low census rotation.

**7.11.2 Low Census Cap.** A nurse may not be required to take more than forty-eight (48) hours of mandatory low census in a six (6) month period (Jan.-June and July-December).

**7.12 Priority for Full and Part-time Nurses.** The Hospital will make every effort to replace all Pool nurses scheduled for a full shift with a full-time or part-time nurse who has been put on low census status provided that:

- Work is not available on the same day and same shift on other units to which the nurse is oriented;
- The nurse did not volunteer for the low census day;
- The nurse makes it known to the Hospital, in writing, that she/he wants to have more work to replace low census days;
- The replacement days occur in the same pay period that the nurse is incurring low census;
- The full-time or part-time nurse is available and skill, ability, experience, competence or qualifications are not an overriding factor(s) as determined by the Hospital based upon relevant criteria;

- The full-time or part-time nurse agrees to waive rest between shift premium pay, if applicable;
- Replacement does not generate overtime;
- Replacement is based upon the nurse having lost work relative to the nurse's FTE status.

**7.13 Low Census Options.** Nurses may use Paid Time Off to cover low census hours to the extent necessary to make the nurse whole, even when placed on standby.

**7.14 Travel.** When, after receiving prior authorization, a nurse covered by this Agreement travels on behalf of the Hospital, including accompanying a hospital patient off hospital premises, the nurse shall be considered in the employ of the Hospital and provisions of this Agreement shall apply. A nurse will be paid for actual work time with a minimum of the nurse's normally scheduled hours. The Hospital shall reimburse the nurse for reasonable and necessary travel expenses incurred by the nurse under said circumstances, upon presentation of appropriate documentation based on state and Hospital guidelines.

**7.15 Consecutive Weekend Work.** All full-time and part-time nurses will be required to work their share of weekends. Weekend work will be scheduled on an equitable basis among all nurses. Full-time and part-time nurses shall not be required to work, any part, more than two (2) out of four (4) consecutive weekends. If a full-time or part-time nurse agrees, at the Hospital's request, to work on a scheduled weekend off, the nurse shall receive time and one-half (1½ x) the nurse's regular rate of pay for all time worked on the nurse's scheduled weekend off. The nurse must obtain written approval from the Director of Nursing or his/her designee, on his/her timesheet, in order to be paid time and one-half for working consecutive weekends.

This section shall not apply to nurses who voluntarily agree to more frequent weekend duty or altered weekend duty. The weekend for day shift begins at the start of the day shift on Saturday and ends at the beginning of the night shift on Sunday. The weekend for the night shift begins at the beginning of the night shift on Friday and ends at the beginning of the day shift on Monday.

**7.16 Weekend Premium.** Nurses shall receive a three dollar(\$3.00) per hour premium for those hours worked on any part of a weekend as defined in Article 7.15.

**7.17 Work on Holiday.** Nurses shall receive one and one-half (1½ X) times their regular rate of pay for all hours worked when a majority of the hours worked fall on any of the actual holidays (except the personal holiday) set forth in Article 11. Holidays shall be deemed to begin at 0001 on the eve of the holiday and shall end at 0001 on the holiday.

**7.18 Charge Nurse Premium.** Nurses who are assigned to act as Charge Nurse during any shift shall be paid a two dollars (\$2.00) per hour premium for all hours of the shift on which the nurse was assigned such duties.

**7.19 Shift Differential.** Nurses working the night shift shall receive a two dollars and seventy-five cents (\$2.75) per hour shift differential for all hours as the night shift.

**7.20 Unit Resource Nurse Premium.** Nurses who are assigned to act as a Unit Resource Nurse during any shift shall be paid one dollar and fifty cents (\$1.50) per hour premium for all hours of the shift on which the nurse was assigned such duties.

**7.21 Certification/Degree Premium.** Nurses who possess certification that pertains to their area of care from a recognized national organization shall receive a premium of one dollar (\$1.00) per hour as part of their regular rate of pay. Nurses who possess a BSN or MSN degree shall receive a premium of one dollar (\$1.00) per hour as part of their regular rate of pay. Nurses with both a BSN and MSN will be paid for only one degree.

**7.22 Clinical Resource Nurse.** Nurses who are hired into a Clinical Resource Nurse (CRN) position shall receive a three dollar and fifty cent (\$3.50) per hour premium as part of their regular rate of pay. A Clinical Resource Nurse will not be eligible to receive a Charge Nurse premium under Section 7.18. If a CRN fills a non-CRN shift, as a staff nurse, the CRN will not be eligible for this premium. If a CRN is performing Unit Resource Nurse tasks as designated by nursing leadership the CRN will receive Unit Resource Nurse premium pay in addition to the CRN premium set forth herein.

**7.23 Preceptor.** The Preceptor is an experienced nurse responsible for assessing, planning, organizing, and directing activities for the new orientee, new traveler nurse or students. This will be done in collaboration with the Unit Director or Designee. Evaluation of the orientee, new agency nurse or student will be a joint responsibility of the Preceptor and Unit Director. It is understood that Staff Nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. The Unit Director will select Preceptors based on their clinical, communication and teaching skills. Nurses designated as Preceptors shall have their Preceptor responsibilities considered in their regular patient care assignments. Nurses working as Preceptors will be paid at the rate of an additional one dollar and fifty cents (\$1.50) per hour for all pre-authorized hours worked as a Preceptor.

**7.24 No Pyramiding.** There shall be no pyramiding of overtime pay or other premium wages under this Agreement. Nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

## **ARTICLE 8– EMPLOYMENT PRACTICES**

**8.1 Filling Vacancies.** When a job opening for a Regular Nurse occurs within the Bargaining Unit, the position shall be posted in house and outside for not less than seven (7) consecutive days. Among the nurses who bid on the position prior to the closing date, seniority shall be the determining factor in filling such vacancy providing skill, competency and ability are not an overriding factors based upon objective criteria. In no event will a nurse be held back from a transfer to a new position for more than sixty (60) days, unless an extension is made by mutual agreement. A temporary position (one which the Director of Nursing expects to exist less than ninety (90) days) need not to be posted.

**8.2 Seniority.** Seniority shall be defined as the total length of service within the Hospital as a Regular Nurse from the nurse's most recent date of hire as a Regular Nurse (full-time or part-time registered nurse) within the Bargaining Unit. Provided, however, that if a nurse

quits and returns to regular employment with the Hospital within twelve (12) months, or converts to Pool status, he/she shall have all previously accrued seniority bridged so that the nurse neither accrues seniority during his/her absence nor loses previously accrued seniority. Pool nurses who work more than 624 hours in a calendar year may accrue one year of seniority. Between pool nurses who are not otherwise eligible for seniority under this section, the pool nurse employed for a longer period of time shall be considered to have more seniority than pool nurses with shorter periods of employment. If a pool nurse attained regular status on the same date as a nurse hired from outside the Hospital, the pool nurse will be considered having greater seniority.

**8.2.1 Effect of Leaves of Absence.** For the purpose of computing seniority, and except for leaves of absence granted during a nurse's probationary period, all authorized leaves shall be considered time worked to a maximum of three (3) months. Thereafter, a nurse's seniority will be adjusted to deduct times spent on leave in excess of three (3) months.

**8.2.2 Loss of Seniority.** A nurses' earned seniority shall be lost for any of the following reasons:

- (a) Discharge of the nurse for cause;
- (b) Resignation of the nurse for a period greater than twelve (12) months; and
- (c) Layoff of a nurse for longer than twelve (12) months or failure to return from layoff upon proper recall.

**8.3 Layoff.** The following definitions and procedures shall govern during any layoff of Bargaining Unit nurses.

**8.3.1 Definitions.** As used in this Section, the following terms shall have the following meanings:

**8.3.1.1 "Layoff"** shall mean any mandatory full or partial reduction in a nurse's hours for an indefinite period of time.

**8.3.1.2 "Qualified"** means the ability to independently provide, to the satisfaction of the department manager based on job description, safe, direct patient care for the standard caseload on the unit with up to four (4) weeks of retraining.

**8.3.1.3 Comparable Position"** For purposes of evaluating a displaced nurse's bumping options, a Comparable Position means a position with the same number of paid hours (FTE).

**8.3.1.4 "Displaced Nurse"** is a nurse whose position has been eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

**8.3.1.5 Layoff Procedure.** In the event the Hospital determines a layoff to be necessary, the following procedures shall be followed:

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**8.3.2 Notification.** The Hospital will give at least fourteen (14) calendar days advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Hospital shall continue to meet at reasonable intervals until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

**8.3.2.1 Hospital Closure.** If the Hospital is compelled, by an unforeseeable condition, such as a natural disaster, to close all or part of the Hospital indefinitely, the fourteen (14) day notice period may not be required for the layoff of nurses directly due to and for the period of the closure.

**8.3.3 Identification of Affected Positions.** The Hospital shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on a unit and shift identified for reduction shall be eliminated until the requisite FTE reduction has been accomplished.

**8.3.4 Bumping Rights.** Every reasonable effort will be made to allow a Displaced Nurse to maintain, but not increase his/her FTE. Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:

**1) General.** Displaced nurses may bump into the comparable position of the least senior nurse for which the nurse is qualified. If the least senior nurse's position has a lesser FTE than that of the Displaced nurse, the Displaced nurse may bypass that position and bump into the position of the least senior nurse with a comparable position.

**2) Greater FTE.** If the least senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to bump into only that portion of the least senior nurse's position required to allow the Displaced Nurse to retain a Comparable Position, unless in doing so, the nurse would be taking only a portion of a shift, in which event, the Displaced Nurse may be required to take either a full shift or give up the portion of a shift. The nurse may not, however, exceed a full-time position.

**3) Bumped Nurse's Rights.** If a nurse has been bumped who is not the least senior nurse in the Hospital, he/she may bump into the position of the least senior nurse, if qualified.

**8.3.5 Seniority Roster.** The Hospital shall provide a seniority list of all Bargaining Unit nurses. This list will identify every nurse's seniority, unit, shift and FTE.

**8.3.6 Nurses May Choose Layoff.** Any nurse may choose to be laid off rather than exercise his/her seniority rights to bump into the position of a less senior nurse without affecting the nurse's recall rights.

**8.3.7 Disputes Regarding Qualifications.** A Nurse who is not allowed to bump into a position during a layoff or is not recalled to an open position on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Appeals Board within two-weeks following being laid off or not being recalled.

The Appeals Board shall consist of the following members: The Director of Nursing and one other representative from the Hospital and two (2) officers of the Bargaining Unit. The members shall meet with an impartial third party present. This third-party shall be a mutually agreeable party. All five (5) members involved will vote by secret ballot, no abstentions. The decision of the Appeals Board shall be binding on all parties (the nurse(s), WSNA and the Hospital), without recourse to the grievance procedure. All costs involved with using a third party as a member of the appeal board, if any, shall be equally shared by the parties.

**8.3.8 Use of Laid Off Nurses.** Nurses on layoff who are qualified may transfer to Pool status without affecting the nurse's recall rights. Such nurses shall notify the Hospital of a desire to pick up extra shifts and shall be given the first opportunity to work additional shifts as needed before such shifts are offered to Pool nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

**8.3.8.1 Request to Work Additional Shifts.** Full-time or part-time nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to perform the work normally performed by a Pool nurse.

**8.4 Recall.** In the event of a layoff, the names of Displaced Nurses and laid-off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff.

**8.4.1 Notice of Recall.** When an opening occurs, notice of the opening shall be sent to the most senior nurse on the reinstatement roster in writing. The most senior nurse will be given the first opportunity to accept reinstatement.

**8.4.2 Two-Weeks Report Time.** A recalled Staff Nurse will be allowed up to two (2) work days to determine whether to accept recall and up to two (2) weeks from the date of notification to report for work.

**8.4.3 Recall to a Comparable Position.** A nurse may accept or reject a position offered in recall which is different from the position held by the nurse prior to layoff without loss of recall rights under this Agreement. If a nurse rejects a position in the same unit, on the same shift the nurse will lose his/her recall rights.

**8.4.4 Restoration of Seniority and Benefits.** Upon recall, a nurse shall have all previously accrued and unused benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

**8.4.5 Leave of Absence.** A nurse unable to respond to a notice of recall due to a reason justifying a leave of absence shall be recalled and simultaneously transferred to appropriate leave of absence status. The position may be temporarily filled as with other leaves of absence.

**8.4.6 Displaced Nurses.** Displaced Nurses shall not be considered on layoff but will be eligible for recall rights.

**8.5 Discipline and Discharge for Just Cause.** Any nurse who has completed his or her probationary period and who is otherwise covered by this agreement may be discharged or be subject to any other disciplinary action for just cause only. Discipline shall be progressive, except for serious misconduct. Progressive discipline is defined as verbal warning, written warning, suspension and/or discharge. The Hospital shall take reasonable measures to document a Nurse's conduct which may result in discipline but shall keep such documentation confidential. Upon request, all Registered Nurses shall be entitled to have the Local Unit Chairperson or designee present during a disciplinary meeting and/or an investigatory interview which the nurse believes may result in discipline. The Hospital will inform the nurse of the purpose of such meeting and will give the nurse a reasonable opportunity to arrange for a representative to be present in person or by phone. The Hospital will notify the Association if it discharges a Nurse.

## ARTICLE 9– WAGES

**9.1 Wage Scale.** The rates of pay for Employees covered by this Agreement are set forth in Appendix "A," which by this reference is incorporated as if fully set forth herein.

Effective October 1, 2019, the Hospital will implement the wage scale set forth in Appendix "A." .

Effective October 1, 2020, the Hospital will increase the wage schedule by 2% (as set forth in Appendix "A").

Effective October 1, 2021, the Hospital will increase the wage schedule by 2% (as set forth in Appendix "A").

### **9.2 Recognition for Previous Experience for New Hires.**

Hospital will give newly hired nurses full credit for previous recent experience in an acute care facility, up to placing a nurse at step 15. If a newly hired nurse does not have recent acute care facility experience, then the Hospital will give newly hired nurses up to ½ credit for recent previous experience in a long-term care or equivalent facility, up to placing a nurse at step 15. For example, a nurse with 10 years experience in a long-term care or equivalent facility may be placed as high as step 5; a nurse with 20 years experience in a long-term care or equivalent facility may be placed as high as step 10.

For purposes of paragraph 9.2.1 above, previous experience is defined as recent experience as a registered nurse in an accredited hospital or skilled nursing facility

(including temporary employment with an employer) without a break in nursing experience within the last two (2) years.

The Hospital will review the personnel files of all nurses currently working at the Hospital and move them to the appropriate step, pursuant to Section 9.2.1.

**9.3 Movement Through Steps.** Nurses shall move to the next step on the first day of the first pay period following the nurse's anniversary date. For example, the nurse will move to Step 1 following completion of one (1) year of service, etc.

**9.4 Cross-Training Premium.** Full-time, Part-time, and Pool nurses, who are employed by the Hospital and who fulfill the criteria below, will receive a lump sum cross-training premium of five hundred dollars (\$500) on the last pay period of each year.

The criteria for the cross-training premium will apply if the nurse has a current ACLS certification, PALS or ENPC Certification and works a total of 20 shifts as the Clinical Resource Nurse or has taken:

1. Total care of twenty (20) emergency room (ER) patients during the calendar year; and
2. Total care of twenty (20) acute care/swing (AC) patients during the calendar year; and
3. Total care of a patient in acute care shall mean being assigned and caring for a patient(s) in the ACU for an entire shift. It does not mean helping the assigned ACU Registered Nurse with patient care; and
4. Total care of a patient in the ER shall mean caring for a patient in the ER from triage through discharge.

The nurse must submit a request in writing for the cross-training premium and document all shifts worked.

## **ARTICLE 10– MEDICAL, DENTAL & LIFE INSURANCE**

**10.1 Insurance Information.** The current insurance plans offered, and maintained by the Hospital, as well as any professional liability insurance shall be listed and identified in an insurance plan summary that shall be prepared by the Hospital on an annual basis and made available to all nurses.

**10.2 Payment of Premiums.** The Hospital agrees to pay a health and dental insurance premium for each nurse each month the nurse is regularly scheduled to work thirty-six (36) hours per week as follows:

**10.2.1 Nurses Scheduled to Work at Least 36 Hours Per Week.** The Hospital will pay one hundred percent (100%) of the health and dental insurance premium of the medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least thirty-six (36) hours per week.

**10.2.2 Nurses Scheduled to Work 32 to 35 Hours Per Week.** The Hospital will pay seventy-five percent (75%) of the health and dental insurance premium of the



medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least thirty-two (32) to thirty-five (35) hours per week.

**10.2.3 Nurses Scheduled to Work 20 to 31 Hours Per Week.** The Hospital will pay fifty percent (50%) of the health and dental insurance premium of the medical and dental plans selected by the individual and offered by the Hospital for Regular Nurses who are regularly scheduled to work at least twenty (20) to thirty-one (31) hours per week.

**10.2.4 Commencement of Coverage.** Eligible nurses shall be covered in accordance with the Hospital's policy, but no later than the first day of the month immediately following sixty (60) days from the date of hire. .

**10.2.5 Dependents.** Nurses may add dependents to their health plan coverage, subject to plan eligibility requirements, at their own cost.

**10.2.6 Medical Bills.** All full-time nurses and their dependents may have a portion of their medical bills written off in accordance with the criteria set forth in Cascade Medical Center's Personnel Guidelines, as currently enacted or hereafter amended.

**10.2.7 Termination of Coverage.** Health insurance coverage shall terminate on the last day of the calendar month in which the nurse's active employment with the Hospital terminates. Nothing herein shall be construed to impair a nurse's COBRA rights.

**10.2.8 Changes in Coverage.** In the event the Hospital or carrier propose to cancel or materially change any existing program benefits during the term of this Agreement:

**10.2.9 Alternative Carriers.** The Hospital will use its best efforts to secure another carrier to provide the same, or as similar as possible, level of benefits to the employees; and

**10.2.10 Pending Changes.** The Hospital expressly agrees to advise the Association of the pending change in benefits and meet for the purpose of negotiating the effects of any such proposed benefit changes in bargaining unit member coverage. The language of this provision shall not be construed as a waiver, by either party, of the right to negotiate over any change in insurance plan benefits.

**10.3 Health Tests.** In accordance with Washington State Health Department regulations, at the time of employment, the Hospital shall arrange for Staff Nurses to take a tuberculosis, rubella and rubeola screening test at no cost to the Staff Nurse. In the event of a positive TB test, the Hospital will arrange for a chest x-ray, at no cost to the Staff Nurse. Hospital Administration may also require a physical examination and certain laboratory tests if deemed advisable for the health and safety of the Staff Nurse, other Hospital Staff, and patients. Hepatitis immunization is available for Staff Nurses. All personnel at risk of exposure to blood/body fluids are encouraged to complete the Heptavax series. All information referring to the Staff Nurse's health will be kept confidential and will not be a basis for discriminatory treatment of a Staff Nurse.

**10.4 Liability Insurance.** The Hospital shall provide professional liability insurance for each regular nurse with a minimum of \$1,000,000.00 liability limit.

**ARTICLE 11 – HOLIDAYS**

**11.1 Holidays Defined.** Nurses shall be entitled to the following holidays, and when taken will be deducted from the nurse’s PTO account:

New Year’s Day (Jan. 1)	Labor Day
President’s Day	Thanksgiving Day
Memorial Day	Christmas Day (Dec. 25)
Independence Day (July 4)	

**11.2 Personal Holidays.** In addition to the seven (7) designated holidays recognized above, nurses also receive two (2) personal holidays which are included in the nurse’s PTO accrual rate and may be taken as mutually agreed between the nurse and Hospital management.

**11.3 Rotation.** The Hospital will make every effort possible to rotate holiday work equitably within each unit.

**ARTICLE 12 – PAID TIME OFF**

**12.1 Rates.** Regular nurses shall accrue PTO benefits according to the following schedule:

<u>Completed Years of Service</u>	<u>Paid Leave Hours</u>	<u>8 hr Shift Computer Factor</u>	<u>12 hr Shift Computer Factor</u>	<u>Vacation/ Sick Hours</u>	<u>Holiday Hours</u>
1-3 yrs.	200	.09615	.10685	92	108
4-5 yrs.	240	.11540	.12820	132	108
6-7 yrs.	248	.11923	.13250	140	108
8-9 yrs.	256	.12310	.13675	148	108
10-11 yrs.	272	.13076	.14530	164	108
12-13 yrs.	288	.13846	.15384	180	108
14-15 yrs.	304	.14615	.16240	196	108
16 or more yrs.	320	.15384	.17094	212	108

**12.2 Eligibility.** Regular Nurses shall accrue PTO benefits from their date of hire but may not utilize such benefits until the nurse has successfully completed her/his Probation Period.

**12.3 Use of PTO.** All requests for PTO as time off (holidays, vacation, sick leave) must be approved by Hospital management. All time taken for PTO will be deducted from the nurse’s PTO account. Nurses shall receive PTO in hourly increments equivalent to the number of hours the nurse is regularly scheduled to work. PTO shall be paid at the nurse’s regular rate of pay.

PTO will only be used upon the request of the nurse and can be taken up to a maximum of 44 hours per week or 88 hours per pay period for full-time nurses. Part-time nurses may take up to 8 hours of additional PTO per week or up to 16 hours per pay period. In no case shall a nurse be allowed to take PTO which results in a negative balance in his/her PTO account.

**12.4 Termination Benefit.** Nurses, who have successfully completed their probationary period and who provide a minimum of three (3) weeks advance notice of voluntary resignation, shall be entitled to be paid all hours in the nurse’s PTO account.

- Nurses are qualified for a one hundred percent (100%) termination benefit from the nurse’s PTO Account, after a minimum of one (1) year of continuous employment.
- Nurses having completed at least six (6) months, but less than one (1) year of continuous employment are eligible for a partial termination benefit based upon one-half (1/2 ) of the balance remaining in their PTO Account.

**12.4.1 Lack of Notice.** Nurses who unreasonably fail to provide three (3) weeks of notice of voluntary resignation or are discharged for gross misconduct are not entitled to PTO cash out.

**12.5 PTO Cash Out Incentive.** During the 26th pay period of the calendar year, Regular Full-Time Nurses, and Regular Part-Time Nurses on a pro rata basis, who have less than forty (40) hours of unplanned absences paid from the PTO during the year and have completed twelve (12) months of employment will be eligible to receive cash payment for hours remaining in the PTO according to the following schedule:

<b><u>Paid Leave Taken for Unplanned Absences</u></b>	<b><u>Hours to be Cashed Out</u></b>
0 - 7 ¾	40
8 - 15 ¾	32
16 - 23 ¾	24
24 - 31 ¾	16
32 - 39 ¾	8
40 or more	0

**12.6 Maximum Accumulation.** At the end of pay period number 1 in January, per the Hospital’s payroll calendar, all accumulated hours from previous years in the PTO in excess of three hundred twenty (320) hours will be transferred to the nurse’s Disability Account, unless the nurse’s request submitted according to policy and procedure for time off and has been denied, or due to scheduling issues, the nurse is unable to take approved time off, in which event the nurse shall be allowed to carry over hours the nurse would have used had his/her request(s) been approved. Requests for PTO, which is approved contingent upon the nurse finding a replacement, shall be considered denied for purposes of this Section. All hours a nurse has elected to cash out as provided in Article 12.5 shall be deducted from the nurse’s PTO Account before any hours are transferred to the Disability Account.

## ARTICLE 13– DISABILITY LEAVE

**13.1 Use of Disability Leave.** The first sixteen (16) consecutive hours of paid disability (sick) leave comes out of the PTO account, the seventeenth and successive hours come out of the nurse’s Disability account. Disability leave may be used for any of the following:

**13.1.1 Employee Illness.** Illness as defined for purposes of this Article is an illness that incapacitates the employee from performing normal duties. The Hospital reserves the right to require written proof of illness from a state recognized licensed or certified practitioner.

**13.1.2 Illness of Family Member.** In accordance with the Washington Family Care Act (RCW 49.12.265, *et seq.*), as currently enacted or hereafter amended, an employee shall have access to sick leave (disability account), vacation (paid time off account) and personal holidays to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

**13.1.3 State or Federal Law.** Disability Leave may be utilized by nurses on maternity or family and medical leave as provided by state or federal law.

**13.2 Accrual.** Nurses will earn Disability Leave at the rate of .02308 hours for each regular hour in a paid status, including low census, not to exceed the nurse’s scheduled hours worked per pay period. The maximum number of Disability hours that can be accrued is 520.

**13.3 Workers’ Compensation.** Nurses with a certified Workers’ Compensation related injury/illness may elect to utilize PTO or Disability Leave to supplement the Workers’ Compensation benefits. When a nurse receiving Workers’ Compensation pay elects to utilize paid leave during the time the nurse is suffering from the industrial illness or injury, the Hospital will pay the difference between the Workers’ Compensation and the nurse’s normal salary and charge the amounts paid against the paid leave designated by the nurse. Only the amount actually paid out as paid leave will be charged against the nurse’s paid leave account.

**13.4 Bereavement.** The Hospital will provide full-time and part-time nurses with paid leave (not deducted from the nurse’s PTO or Disability account) for up to twenty-four (24) hours in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or “step” or “foster” relations. Additional time off may be taken from the nurse’s disability account as provided by Hospital policy.

## ARTICLE 14– UNPAID LEAVES OF ABSENCE

**14.1 Family and Medical Leave.** Nothing herein shall derogate from an eligible nurse’s rights under the Federal Family and Medical Leave Act, as currently enacted or hereafter amended, including the right, under certain circumstances to take leave on an intermittent basis and to have the Hospital continue the nurse’s health care benefits for the duration of the Family or Medical Leave, to the extent required by law.

In accordance with the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months may be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

**14.2 Maternity Disability Leave.** As provided by law, all nurses may take up to six (6) weeks of Maternity Disability Leave for a normal delivery and eight (8) weeks for a cesarean delivery for the birth of a child.

**14.3 Extended Disability Leave.** A nurse who has exhausted all of his/her sick leave, vacation leave, and any other accrued leave due to illness or other type of medical disability may be granted up to six (6) months (including the period of any other leave taken hereunder) of unpaid Extended Disability Leave at the discretion of the Hospital.

**14.4 Personal Leave.** At the discretion of the Hospital, an employee may be granted unpaid Personal Leave for education, Peace Corps, public health service duty, personal business or as an extension of paid vacation.

**14.5 Military Leaves.** Any nurse will be allowed time off with pay for active training in the United States Armed Forces, the Reserves or the Washington National Guard, not to exceed fifteen (15) days per year. Nurses will be eligible for military leave in accordance with federal and state law.

**14.6 Jury Duty/Witness.** Nurses who are called to serve on jury duty or as subpoenaed witnesses for Hospital business may elect to be compensated by the Hospital for work time lost or keep their jury duty/witness pay. If they elect to be compensated by the Hospital, they shall assign their jury duty or witness pay to the Hospital.

**14.7 Approval of Leave.** When leave requests considered by the Hospital are denied, the Hospital shall provide the nurse with a written statement denying the leave and stating the reasons for disapproval.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### **15.1 General.**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure during which period there shall be no suspension of work or interference with the operations of Hospital.

For the purpose of this Agreement, a grievance is defined as only those disputes raised by an Employee covered by this Agreement, involving the interpretation, application, or alleged violation, misinterpretation or misapplication of an express provision of this Agreement. All grievances shall be reduced to writing. The grievance shall specify the act or event grieved,

date of occurrence, provision of Agreement violated, and remedy sought.

**15.2 Time Limitations.** The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed to in writing.

**15.3 Access to Personnel Records.** Whenever the investigation of a grievance requires the inspection of personnel records, the Hospital shall make available to the Association representative or his/her designee such records authorized in writing by the affected nurse.

**15.4 Grievance Steps.** Grievances shall be processed in the following manner:

**15.4.1 Step 1 – Director of Nursing.** Within fifteen (15) calendar days after the occurrence, or knowledge of the occurrence, situation condition or action giving rise to the alleged grievance, the nurse may, with or without an Association representative, present his/her grievance, in writing, signed and dated, to the Director of Nursing or his/her designee. The grievance shall identify the provision(s) for the contract that allegedly have been violated, describe the relevant facts giving rise to the grievance and state the resolution requested by the nurse. The Director of Nursing or his/her designee shall sign that he/she has received the grievance and respond to the grievance, in writing, within fifteen (15) calendar days.

**15.4.2 Step 2 – Hospital Administrator.** Should the grievance not be settled in Step 1, within fifteen (15) calendar days of receipt of the Director of Nursing's decision, the nurse and his/her Local Unit Representative may move the grievance to Step 2. Within fifteen (15) calendar days from receipt of the nurse's notice moving the grievance to Step 2, the Hospital's Administrator or his/her designee shall meet with the nurse and the Association Representative to review the grievance. The Hospital's Administrator or his/her designee shall, within fifteen (15) calendar days of the conclusion of his/her meetings with the nurse and Association Representative, reply in writing giving his/her answer to the nurse with a copy to the Association.

**15.4.3 Step 3 – Arbitration.** In the event no agreement is reached through the grievance process, either party may request arbitration in accordance with the procedure outlined below, in writing, within thirty (30) calendar days of receipt of the Step 2 response; provided that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 or Step 2 of the grievance procedure.

**15.4.3.1 Mutual Agreement.** The parties may attempt to select an impartial arbitrator by mutual agreement; or

**15.4.3.2 FMCS.** If the parties cannot accomplish selection, as described above, within fifteen (15) calendar days, then the Federal Mediation and Conciliation Service will be asked to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the Hospital and the Association shall have the right to strike three (3) names from the panel of names submitted. The party requesting arbitration shall strike the first

name, the other party shall strike the second name, continuing in this fashion until one name remains. The remaining person shall be the arbitrator.

**15.4.3.3 Arbitrator's Role.** The Arbitrator shall have the right to determine the rules and procedure of the conduct of the hearing; PROVIDED, however, that the function of the arbitrator to hear the matter in dispute between the parties shall be limited to determining if the Hospital or Association has violated or failed to follow any of the provisions of this Agreement between the parties. The Arbitrator shall have no power to destroy, change, add to or delete from the terms of this Agreement, nor to award punitive damages or attorney's fees.

**15.4.3.4 Expenses of Arbitration.** Any decision by the Arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative and neither party shall be responsible for the expense of witnesses called by the other party. All other expenses incidental to the arbitration shall be shared equally between the parties.

**15.5 Group Grievance.** Any common grievance involving two (2) or more nurses which has the same factual basis may be submitted at the Step 2 level, provided that the grievance is submitted within fifteen (15) days of the occurrence, or knowledge of the occurrence, situation condition or action giving rise to the alleged grievance.

**15.6 Forwarding Grievance.** Time lines for moving a grievance to the next step shall not run until receipt of the Hospital's response at the previous step. However, where the parties have not mutually agreed to extend the time lines set forth herein and the Hospital has failed to provide a timely response, the Association may move any grievance to the next step upon expiration of the time line under which the Hospital was to have provided a written response. Failure on the part of the nurse to timely advance a grievance shall be deemed a withdrawal of the grievance.

**15.7 Mediation.** The parties may agree to use mediation in an attempt to resolve a grievance. Both parties must mutually agree to use mediation and neither party may require that a grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of arbitration.

## **ARTICLE 16– PROFESSIONAL ENHANCEMENT**

**16.1 Education Leave.** After one (1) calendar year of continuous employment, Regular Full-Time, and Regular Part-Time Nurses on a pro rata basis, shall be eligible for up to twenty-four (24) hours of paid education leave to attend an educational offering approved by the Hospital. The Hospital may require the nurse to provide an in-service following the nurse's return from the professional offering. The Hospital shall pay the nurse, with proper documentation, within one (1) pay period following attendance, at the appropriate rate of pay for attending mandatory in-services or other educational offerings.

The Hospital will pay fees and expenses (if any) for mandatory in-services or other mandatory education in accordance with the Hospital's expense reimbursement policy contained in Cascade Medical Center's policies, as currently enacted or hereafter amended.

**16.2 Education Funds.** Subject to the Hospital meeting or exceeding budget, Regular Nurses who are eligible for Education Leave shall receive up to two hundred seventy-five dollars (\$275.00) per year, pro-rated for part-time nurses. The Hospital, with proper documentation, will reimburse within one (1) pay period of attending the class, the tuition and/or travel expenses incurred to attend an approved educational offering.

#### **ARTICLE 17 - ADOPTION OF POLICIES BY REFERENCE**

The Hospital and the Association agree that the Employee Assistance Program reflected in the September 1, 2009 Memorandum of Agreement will be maintained by the Hospital as currently enacted or hereafter amended.

#### **ARTICLE 18- SMOKE-FREE WORKPLACE**

The Hospital is a smoke-free workplace. There shall be no smoking or use of tobacco on Hospital property, in Hospital vehicles, or on land or in buildings owned/leased by the Hospital. Nurses must not smoke within 25 feet of any entrance, door, window or ventilation intakes to Hospital buildings, even if doing so places the nurse off Hospital property. Employees must follow this policy on breaks and meal periods, and are not allowed to smoke at any other times.

#### **ARTICLE 19 – NON-DISCRIMINATION**

The Hospital and the Association agree that they will not unlawfully discriminate against any nurse by reason of race, color, age, sex, gender, marital status, sexual orientation, military status or status as an honorably discharged veteran, citizenship status, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other protected class identified by state or federal law, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Hospital.

#### **ARTICLE 20 - SAVINGS CLAUSE**

Nothing in this Agreement shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, or public regulation, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

#### **ARTICLE 21 – ENTIRE AGREEMENT**

**21.1 Modifications to be in Writing.** The Agreement expressed herein, including all memorandums of understanding, attachments, and appendices, constitutes the entire Agreement



between the parties, and no agreement, whether oral or in writing, nor any representation heretofore or hereafter made by either party to this Agreement, shall add to, delete from, or supersede any of its provisions, unless made in writing and executed by the parties hereto as a supplement to this Agreement.

**21.2 Exclusivity of Agreement.** The employment relationship between the Hospital and bargaining unit employees is governed exclusively by this Agreement.

## **ARTICLE 22 – STRIKES AND LOCKOUTS**

**22.1 Lockouts.** No lockouts of nurses shall be instituted by the Hospital during the term of this Agreement.

**22.2 Strikes.** No nurse shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause or condone any strikes, slowdown or other interference with the normal operation of the Hospital during the term of this Agreement.

**ARTICLE 23 – TERM OF AGREEMENT**

This Agreement shall become effective on the date of execution by both parties and shall remain in full force and effect until September 30, 2022, unless extended in writing by both parties by mutual agreement prior to the expiration date.

EXECUTED by the parties this \_\_\_\_ day of \_\_\_\_\_, 2019.

WASHINGTON STATE  
NURSES ASSOCIATION

CHELAN COUNTY PUBLIC  
HOSPITAL DISTRICT NO. 1  
d/b/a  
CASCADE MEDICAL CENTER

\_\_\_\_\_  
Katrina Rostedt, RN  
Local Unit Grievance Officer

\_\_\_\_\_  
Diane Blake,  
Chief Executive Officer

\_\_\_\_\_  
Oneida Duran, RN  
Negotiation Team

\_\_\_\_\_  
Ana Marin Hershay, RN  
Negotiation Team

\_\_\_\_\_  
Yanis Plakos, RN  
Negotiation Team

\_\_\_\_\_  
Carmen Garrison, RN  
WSNA Nurse Representative

\_\_\_\_\_  
Lane Toensmeier  
WSNA Attorney/Labor Counsel

## APPENDIX "A"

### 2019 Wage Scale for WSNA

Step	October 1 2019	October 1 2020	October 1 2021
0	29.0500	29.6310	30.2236
1	30.2120	30.8162	31.4326
2	31.4205	32.0489	32.6899
3	32.6773	33.3308	33.9975
4	33.9844	34.6641	35.3574
5	35.3438	36.0506	36.7717
6	36.4041	37.1322	37.8748
7	37.4962	38.2461	39.0110
8	38.6211	39.3935	40.1814
9	39.7797	40.5753	41.3868
10	40.5753	41.3868	42.2146
11	41.3868	42.2146	43.0588
12	42.2146	43.0588	43.9200
13	43.0588	43.9200	44.7984
14	43.7047	44.5788	45.4704
15	44.3603	45.2475	46.1525
16	45.0257	45.9262	46.8447
17	45.7011	46.6151	47.5474
18	46.3866	47.3143	48.2606
19	47.0824	48.0241	48.9845
20	47.7886	48.7444	49.7193
21	48.2665	49.2319	50.2165
22	48.7492	49.7242	50.7187
23	49.2367	50.2214	51.2259
24	49.7291	50.7236	51.7381
25	50.2263	51.2309	52.2555
26	50.7286	51.7432	52.7780
27	51.2359	52.2606	53.3058
28	52.2606	53.3058	54.3719
29	53.3058	54.3719	55.4594
30	54.3719	55.4594	56.5686