

COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

CENTRAL WASHINGTON HOSPITAL

(April 1, 2016– March 31, 2019)

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**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**WASHINGTON STATE NURSES ASSOCIATION**  
**and**  
**CENTRAL WASHINGTON HOSPITAL**  
**(April 1, 2016– March 31, 2019)**

This Agreement is made and entered into by and between Central Washington Hospital, Wenatchee, Washington, hereinafter referred to as the “Employer” or the “Hospital” and the Washington State Nurses Association, hereinafter referred to as the “WSNA” or the “Association.”

Due to the responsibilities to the patients who are under the direct or indirect nursing care of the registered nurses of this Hospital, the purpose of this Agreement is to provide for patient care by promoting equitable employment relations and conditions.

**ARTICLE 1 - RECOGNITION**

**1.1** The Hospital recognizes the Association as the sole bargaining representative for all registered nurses whose classifications appear in Article 4 of this Agreement and will deal with its representatives with respect to wages, hours, working conditions, adjustment of grievances and other pertinent matters as specified in this Agreement.

**1.2** Where those duties performed by staff nurses in the bargaining unit are assigned to a new or different classification, which requires the employment of a Registered Nurse, the Association will continue to be recognized as the exclusive bargaining agent.

**ARTICLE 2 - RECOGNITION OF RIGHTS & FUNCTIONS  
OF MANAGEMENT**

The Association recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital, including but not limited to the right to require standards of performance and the maintenance of order and efficiency; to direct nurses and determine job assignments; to schedule work and to determine working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote, demote and transfer nurses, to discipline or discharge nurses for just cause; to lay off nurses for lack of work or other legitimate reasons; to recall nurses; to require reasonable overtime work of the nurses; to promulgate reasonable rules, regulations and personnel policies, provided that such rules shall not be exercised so as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

**ARTICLE 3 - ASSOCIATION SECURITY**

**3.1 Membership.** All nurses who are members of the Association at the time of the signing of this Agreement and all nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing.

**3.1.1 New Hires and Transferred Non-Members.** Nurses hired or transferred into the bargaining unit shall have thirty (30) days from their date of hire or transfer to notify the Association in writing by certified mail of their intention to not join the Association. Such notice must be postmarked and sent during the thirty (30) day period to the Association’s office with a copy sent to the Hospital’s Human Resources Department. In the event the newly hired or transferred nurse fails to exercise this option within the thirty (30) day period, then that nurse shall be required to become and remain an Association member in good standing as defined by Section 3.1.3, at the conclusion of this thirty (30) day period. Nurses who fail to comply with the requirements of this Section shall be discharged by the Hospital within thirty (30) days after receipt of written notice to the Hospital from the Association. Any such discharge shall be deemed for just cause.

**3.1.2 Membership in Good Standing.** Maintenance of membership in good standing is defined for purposes of Section 3.1 and 3.1.1 as the tendering of Association dues on a timely basis. The Association shall notify the

Employer in writing of any nurse who has failed to become a member or maintain membership in good standing if required by Section 3.1 and 3.1.1.

**3.1.3 Indemnification.** The Association hereby undertakes to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any such discharge under Section 3.1, Membership, or its Sub-sections.

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

**3.3 Rosters.** On January 31<sup>st</sup> and July 31<sup>st</sup> of each year, the Hospital will provide the Association and the membership officer of the local unit a list of registered nurses in the bargaining unit via an Excel spreadsheet attachment to email. The list will include names, employee identification numbers, addresses, phone numbers, units, FTEs, and classifications of the nurses. The Hospital will provide the names, employee identification numbers, addresses, phone numbers, units, FTEs, and classifications of all newly employed, transferred and terminated nurses to the membership officer of the local unit on a monthly basis.

**3.4 Association Representative and Local Unit Representative.** The Association shall provide the Hospital with the names of the Local Unit Chairperson or designee and WSNA representative authorized to represent the Association for purposes of investigating grievances, contract compliance and working conditions. The Association representative shall notify management of intent to visit the Hospital and the general reason for the visit. These designated representatives may have access to work areas on express condition there is no interference or interruption of patient care or nurse work performance. Such activity shall be conducted during non-working hours (*e.g.*, coffee breaks, lunch periods and before and after shifts).

Grievances will not be processed in work areas, patient care or visitor receptions areas. The Employer may, at its option, pay the Local Unit Chairperson or designee for the time spent in discussing a grievance with management.

**3.5 Bulletin Board.** The Hospital shall provide bulletin board space mutually designated by the Unit Director of each nursing unit and the Association's Registered Nurse Unit Representative for the posting of official Association notices. A copy of said notice shall be given to the CWH Chief Nursing Officer or designee. Such notices shall be signed by the Local Unit Representative.

**3.6 Negotiations.** Local Unit Officers, not to exceed five (5) in number, shall be given release time for joint negotiations.

**3.7 Meeting Rooms.** The Association may have access to meeting rooms based on availability.

#### ARTICLE 4 - DEFINITIONS

**4.1 Nurse Intern.** A Nurse Intern is a graduate who is waiting to take the NCLEX exam, or who has taken the NCLEX exam but whose clinical experience after graduation is less than six (6) months, or a Registered Nurse who is returning to practice with no current acute care clinical training or experience. A Nurse Intern shall be assigned under the supervision of more experienced nurses and the guidance of a designated preceptor. (A Nurse Intern is a temporary position that is not included in the bargaining unit, until the Nurse Intern successfully completes the internship, acquires a Washington State RN license, and applies for and is hired by the Hospital into an open Staff Nurse position.)

It is an expectation that the period of internship shall not exceed three (3) months. The internship may be extended up to an additional three (3) months, if the evaluation indicates the orientation has not been successfully completed. Each Nurse Intern shall receive a copy of the evaluation.

A Nurse Intern may apply for open Staff Nurse positions upon satisfactory completion of the internship program. (Seniority and bargaining unit status will commence at the time a Nurse Intern is promoted and begins working in such a Staff Nurse position.)

**4.2 Staff Nurse.** A Registered Nurse who is responsible for the direct and/or indirect nursing care of the patient. The Staff Nurse classification shall include but not be limited to: home health nurses, admit express nurses, wound ostomy/skin care nurses, and sexual assault nurse examiner nurses employed by the Hospital.

**4.3 Resource Nurse.** A nurse who is hired into the Resource unit, who has the competencies to float to other core units, shall receive differential pay for all paid hours, as follows:

- Level 1: Qualified by Hospital to float to three (3) core units – receive seven percent (7%) differential
- Level 2: Qualified by Hospital to float to four (4) core units – receive nine percent (9%) differential
- Level 3: Qualified by Hospital to float to five (5) core units – receive eleven percent (11%) differential
- Level 4: Qualified by Hospital to float to six (6) core units – receive thirteen percent (13%) differential

Core units supported by Resource Nurses are: (1) Medical/Oncology, (2) Surgical/Orthopedics, (3) Transitional Care, (4) Progressive Care, (5) Critical Care, (6) Emergency Services, (7) Pediatrics, (8) Post Partum/Newborn Nursery (Mother-Baby), (9) Medical Unit 1/1100 and (10) Labor and Delivery. Service in an Express Admit Nurse position shall operate as a “core unit” for the purpose of determining differential levels for Resource Nurse compensation. Upon discussion with a nurse and review of experience and education, the Hospital will determine three (3) qualified core units for a Resource Nurse, based on the Hospital’s assessment of competencies, which must include at least one (1) general unit (*e.g.*, Med/Onc, SOU, PCU, TCU, PP/Nsy).

**4.4 Stat Nurse.** A full-time or part-time Staff Nurse who does not have a regular patient assignment but is responsible to assist in all departments. The Stat Nurse will receive thirteen percent (13%) differential pay for all paid hours.

**4.5 Charge Nurse.** A Staff Nurse who is assigned by the Employer to be responsible for assessing, planning, organizing, and directing activities within an assigned unit. The organized unit shall be determined and established by the Employer. The Unit Directors will post all “Core” Charge Nurse positions. Core Charge Nurses will receive a seven percent (7%) Charge Nurse differential pay for all paid hours. Relief charge nurses will be designated by the Unit Directors. Relief charge nurses who are assigned Charge Nurse responsibility will receive the seven percent (7%) Charge Nurse differential pay for actual hours worked as Charge Nurse.

**4.6 Full-Time Nurse.** A Registered Nurse who works on a regularly scheduled basis for not less than forty (40) hours per week or eighty (80) hours in any fourteen (14) day period, or a nurse who regularly works three (3) twelve (12) hour shifts per week.

**4.7 Part-Time Nurse.** A Registered Nurse, other than a nurse scheduled to work three (3) twelve (12) hour shifts per week, who works less than forty (40) hours or eighty (80) hours per fourteen (14) day period, and is assigned on a regularly scheduled basis.

**4.8 Pool Nurse.** A Registered Nurse who is assigned as a Staff Nurse on an intermittent basis to temporarily augment part-time or full-time staff. Pool Nurses will be required to be scheduled for patient care shifts a minimum of two hundred (200) hours per calendar year. Scheduled shifts will be worked, or low census received, not to include unplanned leave. Pool Nurses will be required to work one (1) holiday per year as defined in Section 9.8, Holiday Compensation, and as mutually agreed upon between the Hospital and the nurse. Pool Nurses are encouraged to work one (1) weekend per month. Pool Nurses must indicate schedule availability, including holidays, by the request off due date, the Sunday of the third (3<sup>rd</sup>) week of the current six (6) week schedule. Regular part-time and full-time staff are to be scheduled before Pool Nurses. Leaves of absence (LOA’s) may be granted to Pool Nurses for leave greater than thirty (30) days per approval by the nurse’s Director. Pool nurses shall not be required to float unless the Hospital’s incident command system (HICS) is initiated due to an internal or external emergency. Pool nurses may also float voluntarily.

Pool Nurses will be paid in accordance with the Staff Nurse rate of pay pursuant to Section 7.1, Wage Schedule. Pool Nurses shall also receive a six percent (6%) pay differential for all hours worked. Pool Nurses who have worked or been scheduled to work three hundred and twenty-four (324) hours and one (1) holiday (as defined in Section 9.8, Holiday Compensation) in the prior calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) shall receive a twelve

percent (12%) pay differential for all hours worked. This differential shall be determined during the first (1<sup>st</sup>) pay period of each upcoming calendar year.

For the purpose of computing years of service and seniority, a year shall be defined as one thousand two hundred and seventy five (1275) hours which includes regular time, overtime, and low census. However, seniority for pool nurses is only effective back to January 31, 2001, when seniority for Pool Nurses was agreed upon to commence by the Hospital and the Association. Work performed other than under the situations stated above will be in accordance with the Pool Nurse rate of pay. Pool Nurses shall not be eligible for benefits; however, they will be eligible for standby, shift differential, holiday premiums and overtime in accordance with the contract.

If a Pool Nurse occupies a position of two (2) or more shifts per week for three (3) months, such position will be posted in accordance with Section 6.8, Personnel Vacancies, of the Agreement. This does not apply if the Pool Nurse is replacing a nurse scheduled to return to work.

**4.9 Preceptor.** The Clinical Preceptor is an experienced nurse responsible for assessing, planning, organizing, and directing activities for the new orientee. This will be done in collaboration with the Unit Director or Designee. Evaluation of the orientee will be a joint responsibility of the preceptor, Clinical Nurse Specialist 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. This will include the providing of information, assistance, support and guidance to 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.

## ARTICLE 5 - HOURS OF WORK AND OVERTIME

**5.1 Work Day.** A standard work day shall consist of eight (8) hours of work to be completed within eight and one-half (8½) consecutive hours with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. The Charge Nurse shall coordinate times for nurses to take their meal period. If the nurse is not relieved of duties and is unable to leave the unit, the meal period shall be considered as time worked for pay purposes. Nurses will endeavor to contact their supervisors, if they believe they will be unable to leave the unit to take their meal break.

Where mutually agreeable to the Hospital and the individual nurse, a standard work day may consist of ten (10) hours within ten and one-half (10½) hours [where the work week pattern is based upon four (4) ten (10) hour days] or twelve (12) hours within twelve and one-half (12½) hours. Other innovative work schedules may be established by the Employer with the consent of the nurses involved and the Association. Any innovative work schedules requiring a redefinition of the workday will include Association involvement. All innovative work schedules will be in writing.

**5.2 Work Period.** The standard work period shall consist of eighty (80) hours of work within a fourteen (14) day period or forty (40) hours of work within a seven (7) day period, beginning at 0001 Sunday and ending at 2400 midnight Saturday.

**5.3 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1½) times a nurse's regular rate of pay for all time worked in excess of a normal work day or normal work period. Education and meetings will be at the nurse's regular rate of pay, unless overtime is required by the Fair Labor Standards Act.

For purposes of computing overtime, the nurse's hourly rate of pay shall include shift differential only if the nurse works four (4) or more hours in the second (evening) or the third (night) shift. All overtime must be approved in advance by the Unit Director, or designee. Overtime will be computed and paid for to the nearest fifteen (15) minutes. Overtime hours shall be included for purposes of accruing paid leave and disability leave, not to exceed two thousand and eighty (2080) hours in any calendar year.

**5.4 Education.** Nurses attending mandatory education classes/meetings (including online or electronic assignments) and in-services, including those for which attendance may be considered in the nurses' performance evaluations, shall be considered time worked and shall be paid according to Section 5.3, Overtime. If nurses are required to attend mandatory education on a weekend Section 8.8, Weekend Premium Pay applies to all hours spent in instructor-led courses. This includes attendance at CPR, Body Mechanics, Fire and Safety, Infection Control classes and other mandatory in-services. Attendance at voluntary in-service programs may be compensated at the Unit Director's discretion..



Each nurse shall be allowed thirty-two (32) hours of education leave per year; provided such leave is subject to scheduling requirements of the Hospital and approval by the CWH Chief Nursing Officer of the subject matter to be studied. Tuition costs and travel expenses in full or in part for such programs may be paid by the Employer, subject to budgetary considerations. Travel shall be compensated at the effective IRS rate for mileage.

A nurse who is paid for hours attending a non-mandatory educational offering under this Section shall not have those hours considered as worked hours for purposes of computing overtime or determining whether the nurse may be subject to low census upon the nurse's return to work.

**5.5 Rest Between Shifts.** In the event a nurse is required to work with less than eleven and one-half (11½) unbroken hours off duty between shifts [ten (10) hours for nurses working twelve (12) hour shifts], all time worked until the nurse receives eleven and one-half (11½) unbroken hours of rest [ten (10) hours for nurses working twelve (12) hour shifts] will be paid at the overtime rate. This section shall not apply to standby and callback assignments performed pursuant to Article 8, Premium Pay.

**5.6 Time Paid For But Not Worked.** Time paid for but not worked shall count as time worked for purposes of computing anniversary dates. Paid leave and disability leave will not count for computing overtime.

**5.7 Rest Periods.** Nurses shall receive a fifteen (15) minute rest period during each four (4) hours worked. (Should the nurse work more than ten (10) hours, a third (3<sup>rd</sup>) fifteen (15) minute rest period will be provided.) Charge Nurses shall coordinate times for nurses to take their rest periods. (During 2013, after the Hospital determines that its new time-keeping system is installed and fully operational, nurses will be required to electronically record any missed rest period(s) on a daily basis).

**5.8 Schedules.** The Hospital shall determine and post periodic six (6) week work schedules sixteen (16) calendar days prior to the effective date of that schedule. Requests off will be due the Sunday of the third (3<sup>rd</sup>) week of the current six (6) week schedule [twenty-eight (28) days before the effective date of the next schedule]. The current practice of scheduling will continue until such point in time as it may become necessary to reevaluate the scheduling system. At such time the Hospital and Conference Committee will meet and discuss such contemplated changes and review the various alternatives that may be available.

Except in cases of emergency, no eight (8) hour day or evening shift nurse will be required to work in excess of seven (7) consecutive days, no eight (8) hour night shift nurses or ten (10) hour nurse on any shift will be required to work in excess of five (5) consecutive days, nor will any twelve (12) hour nurse on any shift be required to work in excess of four (4) consecutive days.

Nurses will not be scheduled to work for more hours than those on their employment agreement without mutual agreement between the nurse and the Unit Director.

**5.9 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. The Employer will make a good faith effort to schedule all full-time and part-time nurses to at least every other weekend off. In the event a nurse works two (2) weekends in a row, the second (2<sup>nd</sup>) weekend shall be paid at the overtime rate. The third (3<sup>rd</sup>) consecutive weekend shall be paid at the regular rate of pay, unless overtime is required by law or some other provision in this Agreement. If the nurse works a fourth (4<sup>th</sup>) consecutive weekend, and the nurse had agreed to work at least eight (8) hours in one day on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) weekends, regardless of the number of hours actually worked on those weekends, all hours during the fourth (4<sup>th</sup>) weekend, and all weekend work thereafter shall be paid at the overtime rate until the nurse has received at least one (1) complete weekend off.

This section shall not apply to part-time nurses or to full-time nurses who voluntarily agree to more frequent weekend duty or altered weekend duty prior to the posted schedule. The weekend is defined as in Section 8.8.1 Definition of Weekend.

**5.10 Shift Rotation.** There shall be no regular rotation of shifts except where mutually agreeable with 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 (e.g., unpredictable influx of patients or staffing shortage) 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.

## ARTICLE 6 - EMPLOYMENT PRACTICES

**6.1 Probationary Period.** The first five hundred and twenty (520) hours of employment shall be a probationary period for all new nurses.

After five hundred and twenty (520) hours of employment, the nurse shall be considered a regular nurse unless specifically advised by the Employer of an extended probationary period. The extension shall not be for more than an additional five hundred and twenty (520) hours. The conditions of the extension shall be in writing and shall be based on the nurse's criteria based job description.

The Hospital retains the right to terminate nurses during the probationary period without notice or pay in lieu of notice. Probationary nurses shall accrue but shall not be eligible to receive any fringe benefits during this probationary period. In the event that a Staff Nurse is transferred or promoted to a position, which requires different skills and abilities, the nurse shall be placed in a review period not to exceed three (3) months of continuous full-time employment.

**6.2 Evaluations.** Prior to the completion of the probationary period, and annually thereafter, or more frequently as deemed necessary by the Nurse Director, each nurse shall be evaluated by the Unit Director or designee. In the event the nurse disagrees with an evaluation, the nurse shall have the opportunity to object in writing with the written objection retained in the nurse's personnel file. Each nurse will sign the evaluation indicating the evaluation has been reviewed with the nurse. A copy of the evaluation shall be given to the nurse.

**6.3 Notice of Termination.** Regular nurses shall be entitled to two (2) weeks' written notice of termination or the equivalent of two (2) work weeks' pay in lieu thereof, plus any accrued paid leave, except in cases of discharge for gross misconduct.

**6.4 Notice of Resignation.** Regular nurses are expected to give at least thirty (30) calendar days' advance notice of resignation. In the event less than twenty-one (21) calendar days' advance notice is given, termination benefits shall be reduced on a prorated basis, according to the amount of notice given by the nurse.

**6.5 Discipline and Discharge.** All nurses having completed the probationary period who are discharged or disciplined shall be entitled to utilize the grievance procedure. All discipline and discharge shall be for just cause. "Just cause" includes progressive discipline (such as verbal and written reprimands, and disciplinary suspensions), and subject to the seriousness of the affected nurse's conduct, disciplinary action shall be progressive and corrective in nature. Nurses may be discharged without receiving progressive discipline for serious misconduct, which includes but is not limited to failure to comply with the Fitness for Duty – Substance Abuse Policy; dishonesty; willful disregard of hospital policies and procedures; insubordination; falsification of employment or personnel data; theft of hospital supplies, medications, equipment or patient property; being absent for three (3) consecutive days without sufficient reason or notification; violation of patient privacy by unauthorized review or release of confidential information; conviction of a felony; carrying or possessing weapons or explosives on the hospital property either concealed or not, unless authorized or required by the Hospital; engaging in fighting with co-workers, visitors, patients or physicians; falsification, unauthorized release or alteration of hospital records; willful violation of Federal, State, or Hospital regulations regarding safety in the workplace; verbal or physical abuse of a patient; and abandonment of patient care responsibilities which could jeopardize patient safety.

A copy of all written disciplinary actions shall be given to the nurse. Upon request, nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. The Hospital shall offer the attendance of an Association representative during any disciplinary meeting or investigatory meeting, which may lead to disciplinary action. Verbal or written reprimands, except Last Chance agreements, will not be considered relevant to future disciplines, unless there has been a similar occurrence within two (2) years of the reprimand.

**6.6 Change in Classification Status.** A change in classification for any Nurse Intern or Registered Nurse shall not alter a nurse's anniversary date for purposes of accrual of benefits or placement in salary schedule. The nurse's anniversary date shall be the nurse's most recent date of hire.

**6.7 Personnel Information.** Upon the request of the nurse, information in the nurse's personnel file will be made available with the exception of reference verifications. Nurses shall have the opportunity to sign written evaluations and any letters of reprimand prior to being added to the personnel file. Letters or memoranda addressed to nurses regarding conferences, pertaining to patient care and performance (other than letters of reprimand or any document

which may have an adverse impact on the nurse) may be placed in the nurse's personnel file without the nurse's signature, providing a copy of the letter or memorandum has been furnished to the nurse involved.

**6.7.1** On January 31<sup>st</sup> and July 31<sup>st</sup> of each year, the Hospital will provide to the Nursing Unit Directors and the Local Unit Chair (LUC) a current list of seniority dates for the nurses in the bargaining unit. The Nursing Unit Directors will post the list on their Unit.

**6.8 Personnel Vacancies.** All vacancies in the bargaining unit resulting from either a permanent job opening or when extra hours become available on a permanent basis, shall be posted for a minimum of seven (7) days prior to selection. When hours become available which do not make up a complete permanent job opening, the Hospital may, subject to the layoff provisions, post those hours only for those part-time nurses on the unit with the available hours. Nurses wishing to be considered for any vacancy shall make their application in writing. Once the Employer has either filled the position or decides not to fill it, the Employer shall respond in writing to each nurse applicant of the decision. When the Employer is unable to transfer a qualified nurse to a vacant position, which is being filled on a temporary basis, the nurse will be notified as to when the transfer may be expected to occur in the future. 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.

#### **6.8.1 Temporary Positions and Temporary Patient Care Assignments.**

A temporary patient care assignment for six (6) weeks or less will be posted intra- departmentally for seven (7) days and will be awarded to qualified nurses based upon seniority.

The Hospital will post temporary positions of no less than six (6) weeks and one day or no longer than six (6) calendar months' duration. If the Hospital fills a temporary position for longer than six (6) calendar months, upon request, it shall explain the rationale to the Association. If a current full-time, part-time, or Pool Nurse fills a temporary position, the nurse shall continue to accrue seniority and shall retain benefits or the monthly one hundred dollar (\$100.00) stipend in lieu of health insurance (medical insurance and vision insurance) coverage (or the "premium in lieu of benefits" if nurse is "grandfathered") as appropriate. If the temporary position is filled by a new hire, the nurse will not accrue seniority or benefits but will be eligible for the monthly stipend (or the "premium in lieu of" benefits if the nurse is "grandfathered"). If, at the end of the temporary position or thereafter, the new hire nurse is hired into a permanent position, the nurse will have the seniority date commence upon being awarded a permanent position.

**6.8.2 Consideration of Seniority.** Seniority shall be the determining factor in filling vacancies, temporary patient care assignments, temporary assignments or extra hours when selecting between more than one (1) qualified nurse, except as provided below. Qualified nurses are those who are able to provide safe direct patient care for the standard caseload on the unit, based on the job description and the nurse's verified competencies, skills, and abilities in the opinion of the Employer based on past performance evaluations. The Employer shall not consider skills and abilities, which do not relate to the job description of the vacant position, or years of experience beyond that needed to qualify a nurse for the position. This commitment shall not apply where a temporary reassignment is necessary to provide quality patient care, nor will it apply when a position is being filled on a temporary basis by a Nurse Intern for purposes of orientation and training pursuant to Section 4.1. When the Hospital has made extra hours available only to the part-time nurses on a particular unit under Section 6.8, Personnel Vacancies, those hours shall be awarded solely on a seniority basis.

Management will review the temporary position(s) at the end of the six (6) month period, and if the position is to continue indefinitely, will post the position as a "permanent position" opening. Temporary positions that become permanent may not be merely awarded to the "incumbent" without posting.

**6.9 Seniority.** Seniority, for all purposes, shall mean a nurse's continuous length of service as a full-time, part-time, or Pool Registered Nurse from the nurse's most recent date of hire as a Registered Nurse. Full-time, part-time and pool nurses will accrue seniority each pay period. The amount contributed each pay period for full and part-time nurses will be one (1) (year of seniority) divided by twenty-six (26) (pay periods), or .0384 per pay period.

Pool registered nurses' seniority will be from the nurses' most recent date of hire as a Registered Nurse. A pool nurse shall receive one (1) year of seniority credit for each year in which one thousand two hundred seventy-five (1275) or more hours are worked. A pool nurse will earn seniority each pay period based upon the number of hours worked. Seniority shall be based on calendar years and a nurse's anniversary date may be adjusted only in accordance with other Articles of this Agreement. Example: A pool nurse who has accrued one (1) year of seniority

as of January 31<sup>st</sup> shall have received his or her step increase at that time. Example: A pool nurse who works thirty-six (36) hours in a pay period shall have .0282 added to his or her seniority bank at the end of that specific pay period (calculated as 36 divided by 1275 equals .0282).

**6.9.1 Bridging Seniority.** If a full-time or part-time nurse changes her/his status to that of a position outside the bargaining unit and later returns to full-time or part-time status without a break in service, the nurse shall have his/her seniority bridged such that the nurse will not lose credit for any time spent as a full-time or part-time nurse but will not receive seniority credit for time spent in a non-bargaining unit position.

**6.9.2 Seniority Adjustment.** In 2003, a review of all nurses in the bargaining unit was completed back to 1993, and the parties agree that seniority was adjusted accordingly.

**6.10 Low Census Days.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. The Hospital will seek volunteers to leave during a period of low census before determining and implementing the reduced staffing schedule required during a low census period. Among volunteers, low census will be granted in order of request within the unit, including the Resource Unit. Where there are insufficient volunteers, nurses will receive a low census day providing skill, competency, and ability of the nurses are equal in the opinion of nursing administration in the following order:

1. Unit specific volunteers per the Low Census log;
2. A nurse working an "opportunity shift" (a nurse working an opportunity shift who does not want to work that shift will move to the top of the volunteer list)
3. A nurse working pre-approved overtime pursuant to Section 8.13, Overtime Pay (a nurse working pre-approved overtime who does not want to work that shift will move to the top of the volunteer list);
4. A nurse working an "Incentive Bonus" shift, pursuant to the parties' Letter of Understanding;
5. Agency or traveling nurses;
6. Pool Nurses;
7. A nurse working "Return to hired hours"; and
8. Full and part-time nurses on a rotational basis based on the patient needs on each unit.

(The parties agree that a nurse working preapproved overtime or an "Incentive Bonus" shift shall not be mandatorily low censused, if it would then be necessary to float another nurse to cover that nurse's position.)

Staff granted mandatory low census (MLC) for the first staffing decision point will be offered to remain out on MLC for the next staffing decision point if MLC is necessary.

**6.10.1 Rotation.** Mandatory low census shall be allotted by unit to the nurse who has the least number of accumulated mandatory low census hours, provided skills, ability and patient needs can be supported.

**6.10.2 Low Census Request.** A nurse who would like to receive request low census must make the request two (2) hours prior to the start of the shift. If the nurse wants to cancel the request low census it must be done two (2) hours prior to the start of the shift. If a nurse is on the request low census list and does not cancel two (2) hours prior to the start of the shift, the nurse must take the low census if offered.

**6.10.3 Use of Paid Leave.** Nurses who receive low census may utilize paid leave during periods of low census.

**6.10.4 Low Census Cap.** Mandatory low census will be limited to no more than forty-eight (48) hours per full-time or part-time nurse per six (6) month period from January 12<sup>th</sup> to July 11<sup>th</sup> and July 12<sup>th</sup> to January 11<sup>th</sup>. Mandatory low census shall be defined as low census resulting at the request of the Hospital when the nurse is first on the rotational roster. All low census outside that indicated by the rotational roster will be classified as request low census hours. Mandatory low census will be automatically accumulated for all hours whenever a nurse is placed on mandatory low census. After a nurse has reached the forty-eight (48) hour limit, the nurse will no longer be included in the low census rotation for the balance of the six (6) month period. Such a nurse will have preference for a work assignment when:

- a. other nurses have not reached their low census limit, and
- b. the nurse is qualified to work in that unit in the opinion of Nursing Administration.

**6.10.5 Make-Up Hours.** Nurses who have received mandatory low census may request to make up the hours lost and the Hospital will make a good faith effort to schedule the nurse for the make-up hours. If the nurse is

able to make up hours lost to low census within the same pay period in which the nurse experienced the mandatory low census, the low census hours (equal to those made up) will be removed from the nurse's mandatory low census record.

Time made up will be at the regular rate of pay, unless the contract would otherwise require a higher payment.

### **6.11 Orientation.**

- a. The objectives of orientation shall be:
  1. To familiarize new personnel with the objectives and philosophy of the Hospital and Patient Care Services;
  2. To orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions;
  3. To orient nurses to other units in the Hospital to which they are assigned;
  4. Nurses shall be responsible for notifying the appropriate Charge Nurse or supervisor when the nurse believes that performing tasks assigned may jeopardize patient care.

Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. It is understood that a nurse's status as an orientee shall be considered in the nurse's patient care assignments.

- b. In-service Education: The functions of inservice education shall be to promote the safe and intelligent care of the patient, and to create an environment that stimulates learning, creativity and job satisfaction. Topics to be offered will be determined by discussion between the nursing administration.

The objectives of in-service education shall be: to review philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends.

**6.12 Floating.** Nurses shall not float and be placed in charge, unless mutually agreed upon. The nurse may be required to work with assistive personnel unless he/she is unaccustomed to this arrangement. Floating will be done by rotation as long as patient care is not jeopardized. Nurses required to float shall be responsible for notifying the appropriate Charge Nurse or supervisor when the nurse believes that performing tasks assigned may jeopardize patient care. The Hospital will extend good faith efforts to ensure nurses other than designated floats will float no more than one time (1x) during a nurse's shift, unless mutually agreed otherwise between the nurse and the Hospital. If floating is necessary only because a nurse on another unit has requested voluntary low census, then the nurse whose turn it is to float off his/her unit shall either accept the float assignment or take a voluntary low census day.

Nurses who have twelve (12) or more total years of service as a Staff Nurse at the Hospital will not be required to float except in emergency situations. An emergency situation is defined as a situation in which the Hospital's incident command system (HICS) is initiated due to an internal or external emergency. The floating assignment shall be a task assignment unless the nurse agrees to take a patient assignment. Floating will be by rotation, the tie breaker being seniority.

A nurse who accepts voluntary (non-mandatory) low census in lieu of floating shall be credited with a float, so the nurse will not remain at the top of the float rotation indefinitely.

**6.13 Distribution of Agreement.** The Employer shall distribute a copy of this Agreement to all new nurses. The cost of printing shall be shared by the parties.

**6.14 Jury Duty and Subpoenaed Witness.** Regular full-time and part-time nurses shall receive their regular pay when called to jury duty or as a subpoenaed witness in a professional nurse capacity directly related to employment by the Hospital. If not selected for jury duty, the nurse will be expected to report for work for the balance of the nurse's scheduled shift. The nurse, upon receiving jury duty or witness pay, will endorse and submit such check to the Employer's Patient Accounts Cashier.

**ARTICLE 7 – WAGES**

**7.1 Wage Schedule.**

<u>Years</u>	<u>Steps</u>	Effective <u>April 1,</u> <u>2016</u> <u>2%</u>	Effective <u>April 1,</u> <u>2017</u> <u>2%</u>	Effective <u>April 1,</u> <u>2018</u> <u>2%</u>
Base	1	28.35	28.91	29.49
1	2	29.54	30.13	30.73
2	3	30.70	31.32	31.94
3	4	31.89	32.52	33.17
4	5	33.06	33.72	34.39
5	6	34.24	34.93	35.62
6	7	35.41	36.12	36.85
7	8	36.91	37.65	38.41
8	9	38.13	38.89	39.67
9	10	39.34	40.13	40.93
10	11	40.50	41.31	42.14
11	11	40.50	41.31	42.14
12	12	41.89	42.73	43.58
13	12	41.89	42.73	43.58
14	13	43.07	43.94	44.81
15	13	43.07	43.94	44.81
16	14	44.32	45.21	46.11
17	14	44.32	45.21	46.11
18	15	45.95	46.87	47.81
19	15	45.95	46.87	47.81
20	16	46.87	47.81	48.76
21	16	46.87	47.81	48.76
22	17	47.79	48.74	49.72
23	18	48.76	49.73	50.73
24	18	48.76	49.73	50.73
25	19	49.73	50.72	51.73
26	19	49.73	50.72	51.73
27	20	51.47	52.50	53.55
28	20	51.47	52.50	53.55
29	20	51.47	52.50	53.55
30	21	53.26	54.33	55.42

**7.2 Recognition for Past Experience.** Nurses hired during the term of this Agreement shall be placed on the hourly wage schedule at a step commensurate with continuous recent experience, in accordance with the formula set forth in Hospital Policy # 166, dated 6/1/00.

For the purposes of this Section, recent continuous experience shall be defined as clinical nursing experience in an accredited acute care hospital without a break in nursing experience, which would reduce the level of nursing skills. It shall remain the prerogative of the Hospital to establish at which step in the schedule to place newly hired nurses in all other circumstances.

**7.3 Wage and Benefit Changes.** All wage and benefit changes under this Agreement shall be effective the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) payroll period after the noted date.

## ARTICLE 8 - PREMIUM PAY

**8.1 Shift Differential.** Nurses working evening duty (1500 to 2300 shift) shall be paid a seven percent (7%) shift differential over the nurse's regular hourly rate of pay. Nurses assigned to work night duty (2300 to 0700) shift shall be paid a twelve percent (12%) shift differential over the nurse's regular hourly rate of pay.

Effective 1/1/17, the night and evening shift differentials shall be frozen based upon the percentages in effect on 1/1/17 (7% Evening Shift, 12% Night Shift). For example, effective 1/1/17, the evening shift differential at Step 3 is \$2.23, Step 10 is \$2.84, ending with Step 30 at \$3.73. Night shift differential at Step 3 is \$3.83, Step 10 is \$4.86, ending with Step 30 at \$6.39.

**8.2 Standby/On-Call.** Standby/on-call shall be at the rate of three dollars and seventy-five cents (\$3.75) per hour. Also, nurses on standby/on-call on a holiday as defined in Section 9.8, Holiday Compensation, shall receive four dollars (\$4.00) per hour.

A nurse will begin standby status at the scheduled time regardless of his or her physical location at that time. The nurse does not need to leave the Hospital to begin standby status.

**8.3 Callback.** If a nurse is called back to work while on standby status, the nurse shall be paid overtime for all hours worked at the rate of one and one-half times ( $1\frac{1}{2}x$ ) the regular rate of pay, with a minimum guarantee of three (3) hours. However, standby pay shall only be paid for standby time and shall not be paid when the nurse is working in callback. Callback shall include shift differential for any hours worked on premium shifts.

**8.4 Reporting Pay.** Any nurse who is scheduled to work without receiving prior notice that no work is available shall receive payment for four (4) hours' work at the regular rate of pay. Should the Hospital make a bona fide attempt to notify the nurse of a cancellation of shift, but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the nurse to maintain a current address and telephone number listing with the Hospital. Failure to do so shall excuse the Hospital from notification requirements provided herein.

**8.5 Preceptors.** Nurses working as preceptors will be paid at the rate of an additional one dollar and seventy-five cents (\$1.75) per hour for all hours worked as a preceptor.

**8.6 Mileage.** Nurses required to use their personal automobile for Hospital business shall be compensated at the effective IRS rate.

**8.7 Work in Advance of Shift.** When a nurse works in advance of the assigned shift all hours worked prior to the scheduled shift shall be paid at time and one-half ( $1\frac{1}{2}x$ ) the nurse's regular rate of pay, including shift differential where appropriate.

**8.8 Weekend Premium Pay.** Any nurse who works on a weekend shall receive three dollars and seventy-five cents (\$3.75) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act.

**8.8.1 Definition of Weekend.** For evening and day shift nurses, the weekend shall be defined as all hours between 0001 Saturday and 2400 on Sunday. Night shift nurses shall receive the weekend premium for all hours worked in their designated weekend, as mutually agreed upon between the nurse and the Unit Director. The designated weekend shall be either (a) 1900 Friday through 0700 Sunday, or (b) 1900 Saturday through 0700 Monday.

**8.9 Monthly Stipend In Lieu of Benefits.** Full-time and part-time nurses will be given the option of receiving the one hundred dollar (\$100.00) stipend in lieu of health insurance (medical insurance and vision insurance) coverage for regular nurses who are scheduled to work thirty (30) hours or more per week, if a nurse has acceptable written proof of other health insurance. Nurses will be given the opportunity to exercise this option once each calendar year during benefits open enrollment.

**8.10 Float Premium.** All nurses who are assigned to float to a regular unit, other than their hired unit(s)/area(s) and Resource Unit Nurses, shall receive three dollars (\$3.00) per hour float premium for all hours worked as a float to the other unit.

## 8.11 Certification/Nurse Degree Premium Pay.

**8.11.1 Certification Premium Pay.** A nurse certified in a specialty area by a national nursing organization and working in the area of the certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Vice President of Nursing Care Services (or designee), and the Hospital determines that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium, regardless of the number of certifications the nurse may have. Such certification pay will be effective the first (1<sup>st</sup>) full pay period after the date a copy of the original documentation is received by the Hospital's Human Resources Department. (Each nurse is responsible to take steps to maintain such certification and document such to the Hospital's satisfaction.)

**8.11.2 Nursing Degree Premium Pay.** A nurse with a Bachelor's Degree in Nursing and/or Master's Degree in Nursing from an accredited college/university shall be paid a total premium of one dollar (\$1.00) per hour for either or both such degrees. Such nursing degree premium pay will be effective the first (1<sup>st</sup>) full pay period after the date the nurse has provided the Hospital's Human Resources Department documentation of the degree program to the Hospital's satisfaction.

**8.12 Premium Pay.** The following Articles are considered premium pay and will not offset overtime as defined by the Fair Labor Standards Act (FLSA):

1. Section 5.5, Rest Between Shifts
2. Section 9.8, Holiday Compensation

The hours worked under the above conditions will be counted as hours worked for the purposes of satisfying the work period of either forty (40) hours per week or eighty (80) hours per pay period.

**8.13 Overtime Pay.** The following Articles are considered as overtime pay (time and one-half (1½)) and will offset overtime as defined by the Fair Labor Standards Act (FLSA):

1. Section 8.3, Callback
2. Section 8.7, Work in Advance of Shift
3. Time and one-half (1½x) for working extra shift as pre-authorized by the Hospital
4. Consecutive Weekend Work

These hours worked will not be counted as hours worked for the purpose of satisfying the work period of either forty (40) hours per week or eighty (80) hours per pay period.

## ARTICLE 9 - PAID LEAVE PLAN

Benefit days are provided under the Paid Leave Plan to cover paid time off from work that is planned and/or unplanned. A planned absence from work is defined as paid time off scheduled and approved in advance by the Unit Director. An unplanned absence is defined as time off taken by the nurse, which is unscheduled and not approved in advance as a planned absence by the Unit Director. In the event a nurse wishes to be paid for low census, those hours will be reported as a planned absence.

**9.1 Benefits.** Under the Paid Leave Plan, all nurses are eligible for Paid Leave Benefits after the completion of three (3) months of continuous employment. Paid leave will be earned according to the following schedule:

<b>Years of Full-Time Service</b>	<b>Paid Leave Days</b>	<b>Paid Leave Hours</b>	<b>Computer Factor General</b>	<b>Computer Factor FT 12 hour</b>
0-2 years	24	192	.09231	.10256
3-4 years	27	216	.10385	.11538
5-6 years	29	232	.11154	.12393
7-8 years	30	240	.11538	.12821
9-10 years	31	248	.11923	.13248



11-12 years	32	256	.12308	.13675
13-14 years	33	264	.12693	.14103
15-19 years	34	272	.13077	.14530
20-24 years	35.5	284	.13654	.15171
25 years and over	37	296	.14231	.15812

**9.2 Approval Process.** Accumulated Paid Leave days must be scheduled sufficiently in advance and be approved by the Unit Director in order that orderly operation of the department can be maintained. Paid Leave may be taken as it is earned consistent with the desires of the nurse and the needs of the Hospital.

**A) Paid Leave Requests Made During Priority Request Period.** The Hospital shall accept Paid Leave Requests during the Priority Request Period, from December 1<sup>st</sup> through December 31<sup>st</sup> for the subsequent leave year. The leave year is the twelve (12) month period following the Priority Request Period beginning on March 1 and ending on February 28<sup>th</sup> of the following year, or February 29<sup>th</sup> in leap years. The Hospital shall respond to every request submitted during the Priority Request Period by January 15<sup>th</sup> by posting an approved vacation schedule on each unit. All requests submitted during the Priority Request Period for leave during the subsequent leave year shall be approved based on seniority. A nurse who submits four (4) or more alternative vacation blocks of time [of at least one (1) week] during the Priority Request Period will be granted at least one (1) vacation request during the year. The Hospital recognizes the importance of nurses being able to take accrued vacation. It will utilize staffing models which take into account vacations and to utilize staffing resources, such as Pool Nurses, seasonal/temporary nurses, *etc.* in order to accommodate vacation requests, as it deems appropriate under its staffing and budget authorizations. Nurses shall not be required to find coverage for such requests. [If sixteen (16) consecutive days or more are requested, the vacation granted will be at least sixteen (16) consecutive days.] If none of the listed alternatives are available, the Director will work with the nurse to determine alternative vacation block periods that shall be granted. After all nurses who have requested a vacation under this section have had one (1) vacation scheduled, the remaining vacation(s) requested by nurses shall be reviewed and granted by each nurse's seniority and the Hospital's scheduling needs. Nurses must designate alternate blocks of time to utilize Paid Leave in order of preference. (When a conflict arises, a nurse's Holiday rotation rights, under Section 9.8.1, Holiday Groupings and Scheduling, shall take precedence over Prime Vacation Time requests.)

**B) Paid Leave Requests Made Outside the Priority Request Period.** Leave requests made outside the Priority Request Period shall be approved on a first (1<sup>st</sup>) requested/first (1<sup>st</sup>) approved basis. The Hospital shall respond to all such Paid Leave requests within two (2) weeks of the request.

**C) Paid Leave Requests for Prime Vacation Time.** The Friday preceding Memorial Day through the Monday following Labor Day shall be considered Prime Vacation Time (PVT). (The Sunday prior to Thanksgiving through the Saturday following Thanksgiving and December 23<sup>rd</sup> through January 2<sup>nd</sup> shall also be treated as PVT.) PVT-Paid Leave requests for up to sixteen (16) consecutive calendar days off may be made during the Priority Request Period.

**D) Extended PVT-Paid Leave.** A nurse may request as large a block of PVT-Paid Leave outside of PVT as the nurse has available. However, a nurse who receives more than twenty-one (21) consecutive days off during PVT based upon the nurse's seniority, shall not be eligible to have his/her seniority considered for the next year's PVT/Paid Leave schedule.

**9.2.1 Leave for Nurses with Monthly Stipend in Lieu of Benefits.** Nurses who receive a salary differential in lieu of fringe benefits under Section 8.9, Monthly Stipend in Lieu of Benefits, may submit requests for leave without pay according to the process contained in Section 9.2, Approval Process. Those requests shall be granted based on seniority for up to sixteen (16) consecutive calendar days off, and only up to the amount of paid leave that nurse would have earned according to the formula in Section 9.1, Benefits, and for which the nurse has not already received other leave without pay time off.

**9.2.2 Approval of Paid Leave Requests.** At least one (1) nurse per shift, per unit, shall be approved to take paid leave at any given time unless approving such request would necessarily reduce staffing below core level.

The Hospital will make a good faith effort to approve the paid leave requests of additional nurses for the same period. It is understood that nurses need time to plan for paid leaves.

**9.3 Termination Benefit.** Nurses are qualified for one hundred percent (100%) of the termination benefit from the Paid Leave Account, after a minimum of one (1) year of continuous employment and minimum of twenty-one (21) days' advance notice of voluntary resignation.

**9.4 Maximum Balance Allowed to Accumulate.** During the last pay period in the calendar year, all hours in excess of three hundred (300) hours, which nurses have accumulated in their Paid Leave Account, will be transferred to the nurse's Disability Leave Account.

**9.5 Paid Leave Cash Out.** During the cash out period in November of each year, a nurse who has completed twelve (12) months of employment may choose to cash out up to eighty (80) hours of paid leave of all hours in excess of forty (40) hours in the nurse's paid leave account. If such a nurse has been denied two (2) or more vacations of at least one (1) week, the nurse will be allowed to cash out an additional eighty (80) hours of paid leave of all hours in excess of forty (40) hours in the nurse's paid leave account.

**9.6 Disability Policy/Extended Illness Benefit.** In recognition of the nurse's need for income protection against long-term illness, a disability account has been established for each regular nurse. (During this CBA, the Hospital's policies shall rename "Disability Leave" as the "Extended Illness Benefit". At that time such new term shall be used by the parties under this Section, but it is understood that there shall be no changes to the rights and benefits under this Section.) Disability leave may be used to care for illness or injury of a dependent child under the age of eighteen (18) years. Disability Leave may also be used in the event of a health condition of a nurse's child under the age of eighteen (18) that requires treatment or supervision, or for a child age eighteen (18) or older and incapable of self-care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of a nurse's spouse, domestic partner (as defined in Section 11.1, Health Insurance), son or daughter, parent, parent-in-law, or grandparent. All nurses, except for nurses who regularly work twelve (12) hour shifts, will earn Disability Leave at the rate of .02308 per each hour. Nurses who regularly work twelve (12) hour shifts will earn disability leave at the rate of .02564. Disability leave is earned for every hour in a paid status, including overtime and low census. Disability leave is not accrued on more than eighty (80) hours per pay period. Full-time nurses earn a maximum of six (6) days per year. Regular nurses will have the opportunity to accumulate an unlimited number of days in the disability account.

To be eligible to receive pay for disability days, the nurse must fulfill the following requirements:

- a. Complete the probationary period and be in a regular part-time or full-time capacity.
- b. The first sixteen (16) scheduled hours of all illnesses will be paid from the paid leave account. The seventeenth (17th) and each consecutively scheduled hour may be paid from the paid leave account or the disability account based on the nurse's choice. If a nurse's paid leave account is depleted sixteen (16) hours under this provision, and the nurse returns to work but is absent again within five (5) calendar days for the same illness, he or she may choose whether the subsequent hours of the illness will be paid from the paid leave account or the disability account.
- c. Receive approval from the Departmental Supervisor for payment from the Disability Account.
- d. A physician's certificate describing the disability and the inability to work may be requested by the Unit Director before approval will be given for payment of Disability Days.

**9.7 Bereavement Leave.** All regular nurses have the option of designating a maximum of twenty-four (24) disability hours to be used to pay time off due to the death of an immediate family member, *i.e.*, parent, grandparent, wife, husband, brother, sister, child, grandchild, mother-in-law, father-in-law, or any relative living within the nurse's household. Bereavement leave may be granted by the Employer for reasons other than those listed above, depending on the circumstances. The sixteen (16) hour deductible will be waived for bereavement requests.

**9.8 Holiday Compensation.** "Traditional" holidays shall be compensated for in the following manner: Nurses working New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day shall be paid at the rate of one and one-half times (1½x) their regular rate of pay. In addition, if called back to work on a designated traditional holiday under this Section, the nurse shall receive an additional Nineteen Dollars (\$19.00) per hour differential as special holiday callback premium pay for all hours worked in the callback assignment on such a holiday. Special holiday overtime premium pay will also apply for all hours worked in overtime under Section 5.3, Overtime.

Holiday work shall be rotated equitably, pursuant to Section 9.8.1, Holiday Groupings and Scheduling, providing appropriate skills and staffing levels are met. For purposes of application of holiday pay compensation under this Section all holidays will begin at 0700 the morning of the holiday and end at 0700 the following day. However, for designated night shift nurses, the Thanksgiving Holiday through the Day after Thanksgiving Holiday shall begin on Wednesday at 1900 and end on Friday at 1900 and the New Year's Day Holiday shall begin on New Year's Eve at 1900 and end on New Year's Day at 1900.

**9.8.1 Holiday Groupings and Scheduling.** For the express purpose of rotating the scheduling of holidays equitably, so that nurses have the opportunity to plan holiday time away from work with their families, the following two (2) holiday groups are established:

**Group A – Holidays**

Labor Day  
Fourth of July  
Christmas Eve Day  
Christmas Day

**Group B – Holidays**

New Year's Day  
Memorial Day  
Thanksgiving Day  
Day After Thanksgiving Day

The Unit Director and the Hospital Scheduling Office shall designate one (1) of the holiday groups (either A or B) for all full-time or part-time nurses. Once a nurse has been assigned to a designated group, the holidays in that grouping shall apply for that nurse through January 2<sup>nd</sup> of the following year. On January 2<sup>nd</sup> of that following year, and all subsequent years, the nurse shall rotate to the other holiday grouping for the next year through January 2<sup>nd</sup>. (All newly hired nurses shall also be assigned a holiday grouping by the Unit Director or Scheduling Office.) Should any nurse wish to consider "trading" a holiday with another nurse in their patient care unit, the nurse may do so subject to approval by the Unit Director based on the Director's assessment of appropriate skills and staffing levels. Trades of certain holidays do not affect the assigned holiday groups for the year.

For purposes of granting extra available holidays off, volunteers will be sought through the electronic staffing and scheduling system. From those volunteers, seniority by rotation annually (starting January 2<sup>nd</sup>) shall be the determining factor.

**9.8.2 Use of Paid Leave on Holidays.**

**9.8.2.1 Nurses Working In A Department/Unit That Is Closed On A Holiday.** Nurses working in a department/unit that is closed on a holiday may choose to use paid leave (PLP) or request low census on the holiday.

**9.8.2.2 Nurses Who Are Willing To Work In Another Department.** Nurses who work in hospital departments that are closed on holidays may choose to notify their Directors of their desire to be available for work in departments that are open on holidays. The nurse will be able to specify department(s) in which he/she is qualified to work (*i.e.*, having the skills and competencies that are required for those departments). If patient census is such that low census must be given, then it will be administered in accordance with Section 6.10, Low Census Days. Section 9.8.2.1 will apply if the hospital determines the nurse is not qualified. The nurse will notify his/her manager prior to the schedule request off date pursuant to Section 5.8. Nurses notifying their Director that they are available to work in other departments on holidays must have the skills and competencies that are required for those departments.

**ARTICLE 10 - LEAVES OF ABSENCE**

**10.1 General Provisions.** A Leave of Absence is a leave without pay, which may be granted by the CWH Chief Nursing Officer to a nurse who has completed six (6) months of employment. All leaves are to be requested by the nurse in writing as far in advance as is possible. A Leave of Absence for a period of thirty (30) days or less shall not alter the nurse's anniversary date of employment, the amount of vacation pay, sick leave credits or other benefits, which would otherwise be earned.

A written reply to grant or deny a leave shall be given by the CWH Chief Nursing Officer within fourteen (14) days following receipt of the request for a Leave of Absence. Absences beyond the authorized leave period may be cause for termination. The maximum length for a leave of absence shall not exceed twelve (12) months without loss of accrued benefits. Extension may be granted at the discretion of the CWH Chief Nursing Officer.

**10.2 Maternity Leave.** The Employer agrees to grant maternity leave which guarantees the nurse the right to return to the same position in pay and status. The length of said leave, which provides the guarantee, shall only be for the period of time the nurse is actually disabled as a result of pregnancy or childbirth as determined by a physician. The Employer retains the right to obtain a second physician's opinion at the Employer's expense, and such physician shall be mutually agreed upon between the nurse and the Employer. Up to twelve (12) additional weeks beyond the period of actual disability may be requested by the nurse in accordance with the Washington State Family Leave Law or the Federal Family and Medical Leave Act.

**10.2.1 Family Leave.** Nurses who have been employed at Central Washington Hospital on a continuous basis for the previous fifty-two (52) weeks for at least twenty-four (24) hours per week are entitled to twelve (12) weeks of unpaid Family Leave. This leave can be used during any twelve (12) month period for the following reasons: (a) to care for a newborn child or adopted child who is under the age of six (6) at the time of placement for adoption, or (b) to care for a child under eighteen (18) years old of the nurse who has a terminal health condition (a condition caused by injury, disease, or illness, that, within reasonable medical judgment is incurable and will produce death within the period of leave to which the nurse is entitled). This leave is in addition to the period of time a nurse is off work because of sickness or temporary disability due to pregnancy or childbirth. Family Leave may begin the day a doctor releases a nurse to return to work following disability because of pregnancy/childbirth.

**10.2.1.1** A nurse wishing to take Family Leave must give his/her supervisor written notice as follows:

a. At least thirty (30) calendar days in advance of the anticipated date of delivery or placement for adoption, stating the dates during which the nurse intends to take Family Leave.

In cases of premature birth, incapacity, or unanticipated placement for adoption, the nurse must give notice of revised dates of Family Leave as soon as possible but at least within one (1) working day of the birth or placement for adoption or incapacitation of the mother.

b. At least fourteen (14) calendar days in advance for leave due to a terminal health condition of their child, if this terminal condition is foreseeable. If Family Leave is not foreseeable fourteen (14) or more days before the leave is to take place, the nurse shall notify his/her supervisor of the expected leave as soon as possible, but at least within one (1) working day of the beginning of the leave.

**10.3 Family and Medical Leave.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of twelve (12) months of employment, which need not be continuous, a nurse who has worked at least one thousand two hundred and fifty (1250) hours during the previous twelve (12) months of employment shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's spouse, domestic partner (as defined in Section 11.1, Health Insurance), son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former position at the conclusion of the leave. The use of Family Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of leave. Under certain conditions, Family Leave may be taken intermittently or on a reduced work schedule.

**10.3.1 FMLA & Family Member Active Duty Exigency.** An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or domestic partner (as defined in Section 11.1, Health Insurance), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

**10.3.2 FMLA Leave to Care for an Injured Service Member.** An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse or domestic partner (as defined in Section 11.1, Health Insurance), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

**10.4 Military Leave.** Military leave shall be granted so that the nurse may maintain status in the military reserve. Such leave shall not be considered part of the earned annual vacation time. Benefits shall continue to accrue if the military leave is not greater than two (2) weeks.

**10.4.1 Military Spouse/Domestic Partner Leave.** Up to fifteen (15) business days of leave will be granted to a qualified nurse [nurse who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (as defined in Section 11.1, Health Insurance), is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, vacation or sick leave, may be taken at the nurse's discretion. The nurse must provide the Hospital with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

**10.5 Domestic Violence Leave.** If a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (sick leave, vacation, *etc.*). The nurse must provide advance notice of his/her need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or the nurse's designee must provide the Hospital notice of the need for such a leave no later than the end of the first (1<sup>st</sup>) day that the nurse takes such leave. If the Hospital requests, the nurse may be required to provide verification of the need for such leave and familial relationship (*e.g.*, a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, domestic partner (as defined in Section 11.1, Health Insurance), parent, parent-in-law, grandparent, or a person whom the nurse is dating. The Hospital shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure or the information is subject to a court order or the release of such information is required by applicable federal or state law.

**10.6 Educational Leave.** Leave of Absence may be granted for a period not to exceed two (2) years for leave without pay for study without loss of accrued benefits.

**10.7 Professional Meetings Leave.** A paid leave of absence for attending workshops, educational and other professional meetings shall be granted to nurses who attend at the request of the Hospital.

#### **10.8 Return From Leave.**

- a. **Leave With Pay.** Leave with pay of any length shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Hospital and shall guarantee the nurse's return to the nurse's former position.
- b. **Leave Without Pay For Personal Leave.** If a nurse signs a letter of intent to return from a personal leave without pay of ten (10) weeks or less, the Hospital will hold the nurse's position for the agreed-upon length of leave.
- c. **Return From Leave For Health/Maternity/Family Leave.** The Hospital will hold a nurse's position for sixteen (16) weeks or the amount of paid leave; whichever is greater. If the nurse is not able to return to work after his/her paid leave or disability or sixteen (16) weeks in a leave of absence status, whichever is the lesser, the Hospital will extend its best efforts to hold the position until the nurse is able to return. Nurses may be required to use their paid leave at the same rate the majority of leave time was earned.

### **ARTICLE 11 - HEALTH PROGRAM**

#### **11.1 Health Insurance.**

A. All regular nurses who are scheduled to work thirty (30) or more hours per week (or sixty (60) hours per pay period) shall be given the opportunity to participate in the current Confluence Health System - Health Insurance program, including medical insurance [Confluence Health System Preferred Provider Organization (PPO) Plan with Flexible Spending Account (FSA), or Consumer Driven Health Plan (CDHP) with Health Savings Account (HSA)], wellness program (including also tobacco-free program), and vision insurance. The current Health Insurance program shall remain in effect until December 31, 2016. The Confluence Health System - Health

insurance program, coverage begins the first (1<sup>st</sup>) day of the first month following hire.

(1) The employee only health insurance premium (including the surcharge for nonparticipation in the Hospital wellness program and the surcharge for nonparticipation in the Hospital tobacco-free program) for the PPO Plan, will not exceed one hundred and thirty dollars (\$130.00) per month, and the employee only health insurance premium (including the surcharge for nonparticipation in the wellness program and the surcharge for nonparticipation in the tobacco –free program) for the CDHP Plan will not exceed ninety dollars (\$90.00) per month.

(2) However, should a nurse participate in the Hospital’s wellness program the nurse shall receive a fifty dollars (\$50.00) per month health insurance premium discount, and should the nurse participate in the Hospital’s tobacco-free program the nurse shall receive a forty dollars (\$40.00) per month health insurance premium discount. Such discounts shall be applied to both the PPO and the CDHP Plans.

B. Effective January 1, 2017, the Hospital will make available to all nurses, who are eligible for enrollment, participation in the Confluence Health System group insurance program. In this regard, beginning the first day of the first month following date of hire, all full-time nurses and part-time nurses regularly scheduled to work thirty (30) or more hours in a week (or sixty (60) or more hours per pay period) shall be included under the group covered by the Employer’s group insurance plans offered by Confluence Health System, providing health (medical and vision), dental, long-term disability insurance and life (including Accidental Death and Dismemberment) insurance benefits.

The monthly premium contribution rates for 2017 for the Employee, Employee plus Spouse, Employee plus Children, and Employee plus Family shall be fixed at the 2016 published rates that apply to Confluence Health Employees.

Employee, Employee plus Spouse, Employee plus Children, and Employee plus Family monthly premium contribution rates shall not increase by more than fifteen (\$15.00) per month per year. However, should a nurse participate in the Hospital’s wellness program the nurse shall receive a fifty dollars (\$50.00) per month health insurance premium discount, and should the nurse participate in the Hospital’s tobacco-free program the nurse shall receive a forty dollars (\$40.00) per month health insurance premium discount. Such discounts shall be applied to both the PPO and the CDHP Plans.

Regular part-time nurses who are scheduled to work twenty (20) or more but less than thirty (30) hours per week (or forty (40) or more but less than sixty (60) hours per pay period) will be given the option to enroll in the Confluence Health System group health insurance plan (medical and vision). If the nurse elects to enroll in the program, the Hospital will pay one-half (½) of the premium for self-coverage. Part-time nurses may also elect to enroll their eligible dependents through payroll deductions.

C. Nurse’s dependents (including domestic partners, as defined below and pursuant to documentation required by the Hospital that it determines is necessary to confirm domestic partner status) may be covered at the nurse’s expense through payroll deduction.

D. Domestic partners are defined as two (2) individuals who, together, each meet all of the following criteria: are eighteen (18) years of age or older; are competent to enter into a contract; are not legally married to (nor a domestic partner of) any other person; are not related by marriage; are not related by blood closer than permitted under marriage laws of the State of Washington; have entered into a domestic partner relationship voluntarily, willingly and without reservation; have entered into a relationship which is the functional equivalent of marriage and which includes all of the following: living together as a couple, mutual support of each other, mutual caring and commitment to each other, mutual fidelity, mutual responsibility for each other’s welfare, and joint responsibility for the necessities of life; have been living together as a couple for at least twelve (12) months prior to the date of submitting a domestic partner affidavit to the Hospital; and intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship is terminable at the will of either partner.

**11.1.1 Health Insurance Advisory Committee.** The Hospital and Association agree that the Hospital will continue its Health Insurance Advisory Committee during this Agreement, and that this Committee shall meet at least once a quarter for the purpose of reviewing claims trends and issues and other matters related to the plan (such as plan details related to premium costs or benefit levels). The Association shall appoint three (3) Hospital nurses to serve with the other Committee members. This Committee shall make health insurance

recommendations to the Hospital for changes to the Hospital's health insurance program. If the Hospital plans to make changes to its health insurance program, it shall review such possible changes in advance with the Association in Conference Committee. The Health Insurance Advisory Committee shall take minutes, which shall be distributed to all Committee members. A nurse serving on the Committee shall be compensated at the nurse's regular rate of pay for Committee meetings.

**11.1.2** The Hospital shall continue the current or a substantially equivalent level of aggregate benefits existing under this program. In the alternative, if the Employer does not offer benefits substantially equivalent to the existing plan design, the Hospital will make a good faith effort to notify the Association of the proposed new level of benefits for the applicable plan no later than September 1. The Hospital will meet with the Association, upon request, to begin bargaining about the proposed plan changes within two (2) weeks of notification of changes. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by the Hospital's other employees. A nurse participating in negotiations shall be compensated at the nurse's regular rate of pay for each session.

**11.1.3** The Hospital shall assign a Human Resources Representative, who will assist nurses with investigation of the reasons for claims denials. A nurse will provide a copy of the Explanation of Benefits of the claims denial to the Human Resources Representative, along with an explanation of the disagreement. The Human Resources Representative will provide an initial response within five (5) business days. The Human Resources Representative shall attend all meetings of the Health Insurance Advisory Committee and provide the Committee with statistical information regarding claims denial complaints and resolutions, if requested by WSNA.

**11.2 Workers' Compensation.** All nurses shall be covered by State Industrial Accident Insurance and Medical Aid as provided by RCW 51.04, *et seq.*

**11.3 Pharmacy Purchase Discount.** Nurses may purchase over-the-counter and non-pharmacy products for their immediate family at the Hospital's pharmacy at retail less ten percent (10%) with a minimum charge of one dollar (\$1.00). (The Hospital may at its option in the future convert to cost plus ten percent (10%) pricing [with a minimum charge of one dollar (\$1.00)], if the Hospital determines that its pharmacy sales/computer system capability has been modified sufficiently to accommodate this type of discount practice.)

**11.4 Dental Insurance.** The Employer will provide a dental insurance plan for all regular nurses regularly scheduled to work thirty (30) or more hours per week. Coverage shall begin on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following hire.

All regular part-time nurses who are scheduled to work twenty (20) hours or more but less than thirty (30) hours per week will be given the option to enroll in the Hospital's Dental Insurance program. If the nurse elects to enroll in the program, the Hospital will pay one-half (½) of the premium and the nurse will pay the remaining one-half (½) of the premium. Part-time nurses may also elect to enroll their eligible dependents through payroll deductions.

**11.5 Life/LTD Insurance.** All regular nurses who are scheduled to work thirty (30) or more hours per week shall be provided Life Insurance and Long Term Disability (LTD) Insurance at no cost to the nurse. Coverage shall begin on the first (1<sup>st</sup>) day of the month after three (3) months of employment.

**11.6 Employee Health Services.** Employee Health Services are available to all nurses, regardless of the number of hours worked. Laboratory tests, pharmaceuticals and radiology exams ordered at the request of Employee Health Services for occupational health purposes will be paid for by the Hospital.

**11.7 Vision Insurance.** Vision insurance program will be provided. The Hospital will pay the full premium for all regular nurses regularly scheduled to work thirty (30) or more hours per week and one-half (½) the premium for nurses regularly scheduled to work twenty (20) hours per week or more but less than thirty (30) hours per week for nurses who choose to enroll. Such a nurse's dependent(s) may also be covered at the nurse's expense. The vision insurance program is included in the health insurance program, and there shall be no separate premium for vision insurance.

## ARTICLE 12 - RETIREMENT PLAN

The Hospital shall continue to maintain the current Hospital Retirement Program.

## ARTICLE 13 – LAYOFF PROCEDURE

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

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

**13.1.1.1 “Layoff”** shall mean any mandatory full or partial reduction in a nurse’s hours for an indefinite period of time.

**13.1.1.2 “Qualified”** means the ability to independently provide, to the satisfaction of the Department Manager based on the job description, safe, direct patient care for the standard caseload on the unit with up to ten (10) weeks of retraining.

**13.1.1.3 “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.

**13.1.1.4 “Different Position.”** For purposes of recall, a position is considered different if it has a different number of scheduled hours, is on a different unit or a different shift from that which the nurse occupied prior to layoff.

**13.1.1.5 “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).

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

**13.1.3 Notice/Meeting.** The Hospital will give at least thirty (30) 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 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.

**13.1.4 Identification Of Affected Positions.** Within the time frames set forth herein, 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 a reduction shall be eliminated until the requisite FTE reduction has been accomplished.

**13.1.5 Bumping Rights.** Every 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:

**A) Within a Unit.** A displaced nurse, wishing to remain on his/her unit may look to the position(s) of the least senior nurse(s) on the displaced nurse’s unit on another shift as follows:

**1) Same FTE.** If the least senior nurse’s position is comparable to that of the displaced nurse, the displaced nurse may bump into that position; or

**2) Lesser FTE.** If the least senior nurse’s position has fewer hours than that previously held by the displaced nurse, the displaced nurse may also bump into the portion of the next least senior nurse, necessary so that the primary displaced nurse retains a comparable position; or

**3) 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.

**B) House-wide.** A displaced nurse may choose to bump outside his/her unit as follows:



**1) Same Shift.** By seniority, displaced nurses, shall be allowed to bump into the position(s), or reasonable combinations of positions, for which the nurse is qualified, held by the least senior nurse(s) (or vacancies) on the same shift in the Hospital.

**2) Different Shift.** If no less senior positions are available on the displaced nurse's shift, he/she, by seniority, may bump into the position(s), or reasonable combinations of positions, for which the nurse is qualified, held by the least senior nurse(s) in the Hospital. These "available" positions shall be made up of the positions held by the least senior nurses in the Hospital whose FTEs, combined with any open, posted positions are equivalent to the FTEs which have been eliminated.

a) If a nurse is deemed unqualified to fill the position of the least senior nurse, the positions held by the next least senior nurses in the Hospital shall be made available for bumping.

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

c) **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.

**13.1.6 Disputes Regarding Qualifications.** A nurse who is not allowed to bump into a 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 the two (2) week notice period.

The Appeals Board members [the CWH Chief Nursing Officer, two (2) unit directors not in the affected unit(s), and three (3) officers of the Bargaining Unit] will meet with an impartial third (3<sup>rd</sup>) party present. This third (3<sup>rd</sup>) party will be sought to be someone who has experience as a registered nurse and is not involved in direct management of any of the units in question. All seven (7) members involved will vote. No abstentions are permitted. The decision of the Appeals Board shall be binding on the nurses involved, without recourse to the grievance procedure. The Appeals Board shall provide a written response to the nurse within fourteen (14) days of the submission to the Appeals Board.

If a nurse is unsuccessful in his/her appeal, the nurse may repeat the bumping procedures after other displaced nurses have made their bumping selections.

Laid off nurses may utilize the Appeals Board if they are not deemed qualified to be recalled into an open position.

**13.1.7 Ten (10) Years' Seniority.** If qualified, displaced nurses with ten (10) or more years of seniority will have the additional option of bumping into the comparable position of the least senior nurse on the displaced nurse's shift.

**13.1.8 Use of Laid Off Nurses.** Nurses on layoff who are qualified and who have notified the Hospital of a desire to pick up extra shifts 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.

**13.1.9 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.

**13.1.10 Use of Paid Leave.** Upon written request, a nurse on layoff status shall be paid accrued paid leave up to two (2) times during the twelve (12) month recall period.

**13.1.11 No New Hires.** As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the bargaining unit until all qualified nurses holding recall rights have been offered the position.

**13.1.12 No Increase of Hours.** Regularly scheduled hours will not be increased for employed nurses without first (1<sup>st</sup>) offering such hours to nurses on layoff, if qualified, unless a more senior nurse has had her/his hours reduced.

**13.1.13 Alternatives to Layoffs.** Alternatives to layoffs may be implemented if they are agreed to by the Hospital and the Association.

**13.2 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. Recall to a temporary position shall not affect a nurse's recall rights.

**13.2.1 Notice of Recall.** When an opening occurs, notice of recall shall be given in writing to qualified nurses by seniority, most senior nurses on the reinstatement roster being offered openings first (1<sup>st</sup>).

**13.2.2 Two (2) Weeks' Report Time.** A recalled nurse will be allowed up to two (2) weeks to report to work after receipt of notice of recall.

**13.2.3 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.

**13.2.4 Retraining.** Subject to the appeals process, nurses subject to recall, by seniority, will be given priority to train one (1) time, up to ten (10) weeks, for any vacant nursing position in the Hospital prior to the position being filled by a non-employee. Nurses training for a new position will be considered on probation for the duration of the training period. If it is determined that the nurse will not succeed in training for the new position, the nurse will be placed back on the reinstatement roster without affecting the nurse's recall rights.

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

**13.2.6 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.

**13.2.7 Loss of Seniority/Recall Rights.** Seniority shall be lost if the nurse is not recalled from layoff within twelve (12) months, provided, however, a nurse may have his/her seniority rights extended for an additional twelve (12) months by giving written notice to the Hospital within thirty (30) days before the expiration of the first twelve (12) months of layoff.

Nurses shall be terminated from the Hospital and will forfeit their right to recall, as well as their seniority, only for one (1) of the following reasons:

- (1) Voluntary termination;
- (2) Discharge for Just Cause;
- (3) Failure to report from layoff within two (2) weeks after receiving written notification of a Comparable Position.
- (4) Failure to keep the Hospital informed of current address while on layoff status;
- (5) A nurse who declines a recall to a Comparable Position.

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

**13.3 Restructure.** It is understood that determinations regarding the staffing of units, including whether a restructure of a unit or units is advisable, are the exclusive right of management. The parties agree that the objective of a restructure is to improve the care provided to the patients of Central Washington Hospital and that a restructure should not be seen as a negative development.

**13.3.1 Definitions.** As used in this section the following terms shall have the following meaning:

- a. **Restructure.** Restructure means the re-allocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units.

- b. **Displaced Nurse.** A displaced nurse is a nurse who is not able to retain his/her position (unit, shift, FTE) during a restructure.
- c. **Qualified.** For purposes of evaluating a displaced nurse's bumping options during a Restructure, "Qualified" means the ability to provide, to the satisfaction of the Department Manager, based upon the job description, verified competencies, skills and abilities, safe, direct, patient care for the standard caseload on the unit.

### 13.3.2 Restructure Procedure.

- a. **Voluntary Process.** Staff within the restructured department(s) shall be given the opportunity to voluntarily adjust work schedules to fill open positions and meet the joint needs of the Hospital and staff members.
- b. **Mandatory Process.** In the event the Hospital determines that it needs to implement a restructure, which will result in displaced nurses other than the least senior nurses on the restructured unit(s), the following procedure shall be followed.
  - i. **Notification.** The Hospital shall notify the Association and nurses who may be affected by a Restructure at least twenty-one (21) days prior to implementing the Restructure. The Hospital will be available to meet with the Association within the twenty-one (21) days to discuss the procedures to be utilized to accomplish the Restructure.
  - ii. **Intra-Unit Transfers.** The Hospital will, to the extent possible, re-assign nurses, by seniority, on the restructured unit(s) to the same shift and FTE as the nurse held prior to the Restructure. If re-assignments cannot be made such that only the least senior nurses on each shift lose their shift and/or FTE, the Hospital shall accomplish the re-assignments by re-posting the positions on the restructured unit for bidding by affected nurses.

If there are insufficient positions posted within the Hospital to be filled by nurses who were unable to retain a position on the restructured unit(s), such nurses shall have the bumping options set forth in the layoff procedures. If sufficient vacancies exist so that no nurse must be laid off, the following bumping procedures shall be available, provided that a maximum of two (2) bumps are allowed before the least senior affected nurse must either select a vacancy or move into a pool position.

- iii. **Bumping.** Displaced nurses, by seniority, shall be given the opportunity to select a vacant position (nurse is entitled to up to ten (10) weeks of re-training) or to move into a position held by a less senior nurse for which the nurse is qualified by:
  - 1. remaining on the restructured unit and bumping the least senior nurse on another shift; or
  - 2. remaining on the nurse's current shift and bumping into the position, or reasonable combination of positions, of the least-senior nurse(s) on another unit.

Posted vacant positions shall be considered equivalent to the least senior positions in the Hospital. Nurses may not increase hired hours unless the position is an open vacancy.

- b. **Pool.** A nurse may choose to transfer to Pool, maintaining current seniority, rather than exercise his/her seniority rights to bump into the position of a less senior nurse or to select a position on a different shift.

## ARTICLE 14 - COMMITTEES

**14.1 Conference Committee.** There shall be a permanent Conference Committee to facilitate understanding in regard to the implementation of this Agreement. Members of the Committee shall be representatives of Hospital management including the CWH Chief Nursing Officer or designee and five (5) representatives of the nurses covered by this Agreement selected by the Bargaining Unit. The Committee shall meet at least quarterly and meetings may be requested by any member of the Committee. Committee members shall be given up to two (2) hours per month at their regular rate of pay for time spent attending committee meetings.

**14.2 Nursing Service/Hospital Committees.** Registered Nurses will be actively involved in nursing service and/or interdisciplinary quality improvement teams, directed at improving professional practices of nursing and patient care. Nurses will be paid their regular rate of pay for hours spent in quality improvement team meetings. The quality improvement teams will not discuss matters subject to collective bargaining.

**14.3 Nurse Practice Committee.** A Nursing Practice Committee shall be instituted and maintained. The Committee shall be composed of six (6) Central Washington Hospital Staff Nurses, who are elected by their peers, and three (3) representatives from Hospital management, plus the CWH Chief Nursing Officer. Elected representatives will serve a two (2) year term, which shall be staggered among representatives to ensure the Nurse Practice Committee retains some experienced committee members. Organizational aspects of the Nurse Practice Committee shall be determined by the committee. Staff Nurses shall have the responsibility for instituting the Nursing Practice Committee.

The purpose of the committee shall be:

1. To foster improved communications between management and staff nurses.
2. To assist with personnel and other problems.
3. To facilitate the improvement in the delivery of quality patient care by addressing standards of nursing practice at Central Washington Hospital.
4. Meet approved regulation standards (JCAHO, DOH).
5. Meet ANA nursing standards and the Code of Nurses.
6. Increase efficiencies in the delivery of care.
7. Implement the rules and regulations promulgated by the State Board of Nursing.

The committee shall develop specific objectives, subject to review by Nursing Leadership. This committee shall be advisory to Nursing Administration and will not discuss matters subject to collective bargaining or the Association contract. The Nursing Practice Committee will work cooperatively with all quality improvement teams/activities at Central Washington Hospital.

Time authorized by the Hospital [up to two (2) hours per month per nurse] spent at Nurse Practice Committee meetings or in related activities will be compensated for by the Hospital as release time or paid administrative leave (not considered work time hours for overtime or premium pay purposes).

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

**Grievance Defined.** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, that has not been resolved with the nurse's Unit Director, it shall be submitted to the following grievance procedure.

Time limits in the following steps can only be extended by mutual written consent of the parties hereto.

The names of persons involved in grievances concerning discharge or discipline shall remain confidential. This shall not prevent individual grievants from discussing their particular grievances subject to Article 3.4.

### **Step 1. Nurse and Unit Director.**

If a nurse has a grievance involving an alleged breach of contract on the part of the Employer, and it has not been resolved through discussions with the nurse's Unit Director, the nurse shall reduce the grievance to writing and present it to the Unit Director or the Human Resources Department, or to the Grievance Officer who will present it to the Unit Director or Human Resources Department.

In order that the grievance be timely, the written grievance must be received by the Unit Director (or Human Resources Department) within twenty one (21) calendar days of the date that the grievant either knew or should have known that facts existed, which constitute the basis for the grievance. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. The Unit Director shall meet with the nurse, Grievance Officer and/or the WSNA Representative within fourteen (14) calendar days of receipt of the grievance. The Unit Director shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

## **Step 2. Nurse, Local Unit Officer and Vice-President Responsible for the Clinical Area.**

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse and the Grievance Officer and/or WSNA Representative shall present a copy of the written grievance to the CWH Vice-President for the Clinical Area or the Chief Nursing Officer within fourteen (14) calendar days of the Unit Director's decision. The CWH Vice-President for the Clinical Area or the Chief Nursing Officer shall meet with the nurse and the Grievance Officer and/or the WSNA Nurse Representative within fourteen (14) calendar days of receipt of the grievance and issue a written reply within fourteen (14) calendar days following the meeting.

## **Step 3. Nurse, CWH Chief Administrative Officer and WSNA Representative.**

If the matter is not resolved above to the nurse's satisfaction, the nurse and/or the WSNA representative shall present a copy of the written grievance to the CWH Chief Administrative Officer (and/or designated representative), who shall meet within fourteen (14) calendar days of the CWH Chief Administrative Officer decision. The CWH Chief Administrative Officer will meet with the nurse, the WSNA representative and the Grievance Officer, if his/her presence is needed, and will issue a written decision within fourteen (14) calendar days following receipt of the grievance.

## **Step 4. Arbitration.**

If the grievance is not settled on the basis of the foregoing procedure and if the grievant and the WSNA representative have complied with the specific procedures and time limits specified herein, either the Hospital or the Association may submit the issue in writing for arbitration within fourteen (14) calendar days following the meeting between the CWH Chief Administrative Officer and the WSNA representative. In the event that the Hospital and the Association are unable to agree upon an arbitrator, then the arbitrator shall be selected by process of elimination from a panel of seven (7) arbitrators from Washington and/or Oregon furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall render a decision as promptly as possible, and in any event within thirty (30) calendar days from the date of case presentation. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms and conditions of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. Any decisions within the jurisdiction of the arbitrator shall be final and binding upon the parties. The expenses and salaries incident to the services of the arbitrator shall be shared equally by the Hospital and the Association. Each party shall be responsible for paying the cost of its presentation including witnesses.

## **ARTICLE 16 - EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Association agree that conditions of employment shall be consistent with applicable state and federal laws regarding non-discrimination.

## **ARTICLE 17 - SEPARABILITY**

**17.1 Conformance With State and Federal Law.** It is the belief of the parties to this Agreement that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or proper governmental agencies to be in contravention to any state or federal law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that the remainder of this Agreement shall remain in full force and effect. The Hospital and the Association agree to jointly revise those portions, which are determined invalid to conform with state and federal law.

**17.2 Changes to be in Writing.** The terms of this Agreement shall not be altered or amended prior to its expiration date unless such alteration/amendment is in writing signed by the Hospital and the Association.

## **ARTICLE 18 - UNINTERRUPTED PATIENT CARE**

**18.1** It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. Neither the Association nor its members, agents, representatives, nurses or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for the life of this Agreement. In the event of any strike, walkout, slowdown, or work stoppage, or a threat thereof, in violation of this section, the Association and its officers will make all reasonable efforts to end or avert such action.

**18.2** Any nurse participating in any strike, walkout, slowdown or work stoppage during the life of this Agreement will be subject to immediate dismissal.

**ARTICLE 19 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement shall be effective April 1, 2016, and shall continue in full force and effect to and including March 31, 2019, and shall be automatically renewed from year to year hereafter unless either party gives written notice by certified mail to the other not less than ninety (90) days prior to any anniversary date that it desires to terminate this Agreement. If the parties do not reach an agreement in the event proper reopening notice to modify change or amend has been given prior to said expiration date, then this Agreement shall terminate on the expiration date, unless, by mutual consent, it shall extend for a period of time to allow further negotiations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

WASHINGTON STATE  
NURSES ASSOCIATION

CENTRAL WASHINGTON HOSPITAL

\_\_\_\_\_  
Doug Landers, RN, WSNA Chair

\_\_\_\_\_  
Jim Wood, Chief Administrative Officer

\_\_\_\_\_  
Judy McBride, RN, WSNA Co-Chair

\_\_\_\_\_  
Elmo Ancar, RN, WSNA Grievance Officer

\_\_\_\_\_  
Susan Chapman, RN, WSNA Grievance Officer

\_\_\_\_\_  
Amanda Cortes, RN, WSNA Treasurer

\_\_\_\_\_  
Cheryl Keeler, RN, WSNA Membership Officer

\_\_\_\_\_  
Paul Molenaar, RN, WSNA Membership Officer

\_\_\_\_\_  
Lorna Sebastian, RN, WSNA Secretary

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

\_\_\_\_\_  
Linda Machia, Labor Negotiator

Addendum A

Effective 1/1/17 the evening and night shift differentials shall be frozen based upon the percentages in effect on 1/1/17 (7% evenings and 12% nights. The following shift differentials at each step of the wage scale goes into effect:

YEAR	Central Washington	Evening Shift	Night Shift Differential
	Hospital	Differential	
	4/1/2016	Eff 1/1/2017	Eff 1/1/2017
<b>Base</b>	28.35	1.98	3.40
<b>1</b>	29.54	2.07	3.54
<b>2</b>	30.70	2.15	3.68
<b>3</b>	31.89	2.23	3.83
<b>4</b>	33.06	2.31	3.97
<b>5</b>	34.24	2.40	4.11
<b>6</b>	35.41	2.48	4.25
<b>7</b>	36.91	2.58	4.43
<b>8</b>	38.13	2.67	4.58
<b>9</b>	39.34	2.75	4.72
<b>10</b>	40.50	2.84	4.86
<b>11</b>	40.50	2.84	4.86
<b>12</b>	41.89	2.93	5.03
<b>13</b>	41.89	2.93	5.03
<b>14</b>	43.07	3.02	5.17
<b>15</b>	43.07	3.02	5.17
<b>16</b>	44.32	3.10	5.32
<b>17</b>	44.32	3.10	5.32
<b>18</b>	45.95	3.22	5.51
<b>19</b>	45.95	3.22	5.51
<b>20</b>	46.87	3.28	5.62
<b>21</b>	46.87	3.28	5.62
<b>22</b>	47.79	3.35	5.73
<b>23</b>	48.76	3.41	5.85
<b>24</b>	48.76	3.41	5.85
<b>25</b>	49.73	3.48	5.97
<b>26</b>	49.73	3.48	5.97
<b>27</b>	51.47	3.60	6.18
<b>28</b>	51.47	3.60	6.18
<b>29</b>	51.47	3.60	6.18
<b>30</b>	53.26	3.73	6.39



**LETTER OF UNDERSTANDING**

Course registration fee, certification cards and hours worked will be paid for by the Hospital for the following courses:

**ACLS, ACLS EP, BLS HCP, CATN, ENPC, PALS, TNCC, STABLE, NRP, AWHONN and PEARS Provider courses, BLS Instructor courses, and other classes with a fee associated/instructor courses designated by the Hospital.**

Course textbooks will be available for checkout in the Hospital library or may be purchased by the nurse.

If a nurse does not attend the above-named courses in which the nurse has been enrolled, the nurse must either give ten (10) calendar days' notice or have an excused absence.

If a nurse has an unexcused absence, the nurse will be responsible for:

- rescheduling attendance at a future class
- will receive pay for hours worked at the future class
- will pay a special enrollment fee equal to one-half (1/2) of the registration fee before attending the next class.

In the case of Instructor-level courses, requirements and commitments will be negotiated with the nurse's Director and Education Services. Registration fees and other course fees will be covered by Education Services for nurses who meet requirements and commitments.

**Basic Life Support for Health Care Providers Renewal**

Requirements and Remediation

Level I

- If the nurse misses more than four (4) questions on the written test, the Instructor will remediate the nurse at that time. If necessary, the nurse may be instructed to take a different version of the written test.
- If the nurse is unable to demonstrate required skills, the Hospital will have the nurse attend the next scheduled course to demonstrate skill proficiency.

Level II

- If the nurse is unable to pass either the written test or skill demonstrations on the second attempt without remediation, the nurse will retake the Health Care Provider course (4 hours).

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Job Share**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

1. Any Registered Nurse position is eligible to job share. Job share will take place by sharing an FTE, not by shift.
2. Staff will specify when applying for the posted position that they are requesting to job share.
3. The nurse will have his/her own job share partner when applying for the position. If the nurse does not have a job share partner and there are no other qualified applicants, the position can be posted as a job share opportunity.
4. The most senior job share applicant will determine seniority.
5. If one (1) of the partners vacates the position, the position will be posted as a job share for at least one (1) week and may be extended in weekly increments that shall not exceed six (6) weeks, should there be no qualified bidders in any given week. If there is no acceptable bidder, the remaining job share partner shall have the option of accepting the equivalent part-time position or assuming the whole position.
6. Efforts will be made for partners to cover each other for PLP.
7. Weekends and holidays will be covered by the partners' mutual agreement, needs of the department, and in accordance with Section 5.9, Weekend Work, and Section 9.8, Holiday Compensation.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Variable Incentive Bonus for Pool Registered  
Nurses Who Have Retired from the Hospital**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

**Purpose:** To provide for Pool Registered Nurses to commit to work shifts to meet patient care needs and to decrease the use of traveling nurses.

**Requirements:** Pool Registered Nurses will be required to meet the following criteria:

- Attain age fifty-five (55)
- Exercise his/her option to retire under the terms and conditions of the Hospital's Retirement Plan
- Complete Employee Request Form requesting enrollment in the Incentive Bonus Program

**Conditions for Payment of Incentive Bonus:**

1. Pool Nurses will receive the incentive bonus based on hours worked in a twelve (12) week period in accordance to the following schedule:

<b><u>HOURS WORKED</u></b>	<b><u>INCENTIVE BONUS</u></b>
a) 96 to 119	\$240.00
b) 120 to 143	\$480.00
c) 144 and greater	\$720.00

2. Each shift must be in at least four (4) hour increments.
3. If a nurse has an illness for one (1) or more weeks during his/her bonus period, the obligation will be extended for the period of time the nurse is unable to report due to the illness.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING

**Incentive Bonus Program**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

Purpose: To provide incentives for more Registered Nurses to commit to work extra overtime shifts to meet patient needs and to decrease the use of traveling nurses.

1. All positions will be posted.
2. Nurses will be obligated to work seventy-two (72) hours of at least four (4) hour shifts in a twelve (12) week period above their FTE. Each additional shift must be in at least four (4) hour increments.
3. The nurse must preschedule one (1) shift above his/her full-time equivalent (FTE) status per pay period, if the nurse agrees to take call to help cover an additional opening in the schedule during the same two (2) weeks. The hours worked will count towards the incentive bonus.
4. The bonus hours will be prescheduled.
5. The nurse on bonus hours shall be the first (1<sup>st</sup>) to receive low census.
6. If a nurse is ill or placed on low census during his/her bonus hours the obligation will be extended by one (1) week or until seventy-two (72) hours are worked.
7. Upon being hired for this position the nurse will designate one (1) unit he/she is willing to float. If the nurse is needed to float the unit must have need for float. If no need the nurse may choose to low census or float to an undesignated area.
8. The nurse cannot work more than twenty-four (24) extra hours in a pay period.
9. Rest between shifts may be waived no more than two (2) times per pay period.
10. The nurse must meet the attendance requirements as per policy.
11. The nurse must be current on all mandatory education requirements and certification.
12. If working on a unit that requires mandatory call, the nurse must continue to meet the current minimum mandatory call requirements of their unit.
13. Upon completion of seventy-two (72) hours, the nurse will receive seven hundred and twenty dollars (\$720.00). If the nurse has completed at least thirty-six (36) hours of bonus hours the nurse may, upon agreement of his/her Unit Director, be compensated at a pro-rated rate in accordance with hours worked.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracy Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Shared Leave Program for WSNA Negotiations Team**

Nurses may donate accrued paid leave time from their “PLP” account to a shared leave bank to be distributed to the RN’s participating on the WSNA negotiation team.

1. Nurses must maintain at least a forty (40) hour balance in their paid leave account after donating to the Shared Leave Program.
2. Nurses may donate up to eight (8) hours of Paid Leave from their account and be pursuant to a written authorization by the Nurse.
3. There will be a two (2) week donation timeframe for Nurses to donate into the Shared Leave Bank from the Nurses’ Paid Leave account. The donation timeframe will be determined during a CWH-WSNA Conference Committee meeting.
4. The WSNA negotiating team can communicate this program at their Bargaining Unit meetings or by using posters on the WSNA designated bulletin boards.
5. The WSNA negotiating team will decide how the hours are to be distributed.
6. Any unused balance in the negotiations Shared Leave bank will be transferred to the Hospital’s regular Shared Leave program.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Home Care Services On-Call Salary Position**

This letter is entered into and between Central Washington Hospital and Washington State Nurses Association. All existing contractual provisions will apply unless otherwise provided for herein.

Presently the current RN staff provides patient care from 0800 to 1630, seven (7) days per week. The weekend will be staffed according to the Hospital's determination of scheduled visits, census number of referrals and patients requiring weekend intervention.

The on-call RN position will be a 1.0 FTE regular exempt position to provide the after hours and weekend call requirements for Home Care Services. These positions are not for pre-scheduled visits. However, as determined by the Hospital, occasional telephone calls and scheduled visits on the weekend may be necessary [not to exceed two (2) scheduled visits per weekend]. The scheduled staff will be on call up until two (2) hours prior to the end of their shift for assistance with unexpected visits.

**Work Day:** Work day will consist of being on call from 1630 to 0800 Monday through Thursday, and weekend coverage to begin at 1630 on Friday through 0800 on Monday.

**Work Week:** The position will be for seven (7) days on and seven (7) days off for a total of 125.5 hours per pay period.

**Holidays:** Holidays will be rotated equitably with all staff in Home Care Services. The On-Call RN will not work three (3) consecutive twenty-four (24) hour shifts.

**Wages:** A salary will be paid at the regular contract base rate at the appropriate step for eighty (80) hours per pay period, and will include staff meetings, interdisciplinary group meetings and occasional in-services.

**Premium Pay:** This position will not receive premium pay or work beyond shift pay except for mileage and premium in lieu of benefits.

**Paid Leave Plan:** 1) These nurses, when available, will cover for each other, should one (1) of the nurses require unplanned time off. Switching days or weeks between these nurses is permissible. Under these circumstances there will be no requirement for the nurse to access their paid leave account. **Paid Leave (Request time off)** 2) a) when a full week, seven (7) days, is requested the nurse will access eighty (80) hours of paid leave; b) when a full day(s) is requested, the nurse will access eight (8) hours of paid leave for each day. Volunteers will be asked first to cover the On-Call RN time off. If there are no volunteers then coverage for the on-call positions will revert to regular RN staff on a rotating equitable basis to cover paid leave.

There will be a Second Call position that will be equitably rotated through core staff. The criteria for both positions are as follows:

On-Call RN	Second Call
1. Make home visits as needed. Scheduled visits may be delegated based on workload.	1. Covers phone calls when on-call nurse is out on a visit and receiving multiple texts that require intervention.
2. Call second call RN if delayed at a visit and receiving multiple texts during visit or another visit needs to be made.	2. Available for home visits if the on-call RN is on a home visit and unable to leave.
3. Notify second call RN after talking with on-call supervisor, when on-call RN has had continuous calls or visits and requires a rest break.	3. Cover phone calls for the on-call nurse when he/she requires a rest period.
4. Provide report to second call RN prior to and after second call duties are completed.	4. Provide report to on-call RN after giving back primary responsibilities to on-call RN.
5. Notify answering service of changes to on-call status.	5. Notify answering service of changes to on-call status.

**Evaluation/Documentation:** All hours will be documented for on-call activity and the position will be evaluated

during negotiations for the next collective bargaining agreement for the Registered Nurses bargaining unit based on documented activity.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Mandatory Call Coverage**

The Hospital and Association understand that mandatory call coverage must be provided in certain units to meet basic acute care hospital standards of care. In that regard, the following Hospital units require “call” for nurses in full-time and part-time positions:

Perinatal  
Perioperative  
Home Care Services  
Oscopy

Diagnostic Imaging  
PACU

Any expansion of or change in such mandatory call will be reviewed in Conference Committee and must be mutually agreed upon by the Association and the Hospital.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING**  
**Cafeteria Discount**

A nurse will receive a food/beverage discount (pre-tax) of ten percent (10%) on purchases in the Hospital's cafeteria for the nurse's personal consumption at the Hospital. (Participation in the discount program shall be subject to identification procedures, as determined by the Hospital.)

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

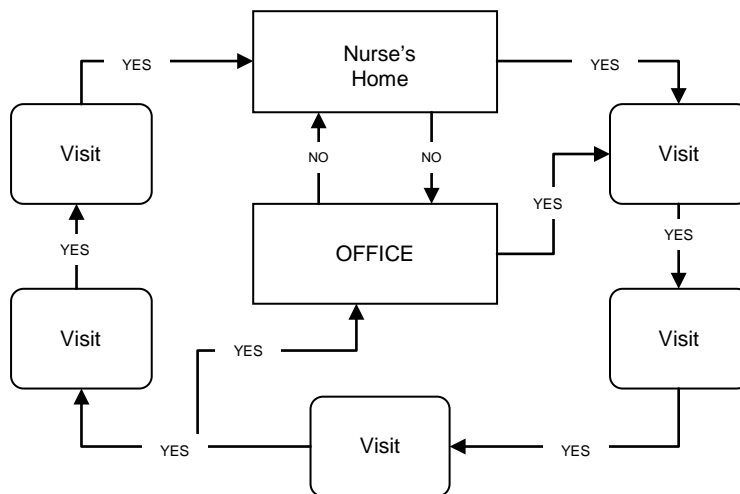
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**LETTER OF UNDERSTANDING**  
**Home Care Mileage Plan**

This Letter of Understanding is entered into between Central Washington Hospital and Washington State Nurses Association. All existing contractual provision will apply unless otherwise provided herein.

**Purpose:** Provide a consistent process for Home Care Mileage reimbursement.

1. When the nurse begins patient care visits from the office, mileage reimbursement begins at office.
2. When the nurse finishes his/her day at the office, the mileage reimbursement ends there.
3. If the nurse chooses to start from home, the mileage to the first (1<sup>st</sup>) patient's home will be reimbursed, unless the distance from the office to the patient's home is less. In this case the mileage reimbursed is from the office to the patient's home.
4. Trips to run errands, to go home for lunch, or come back to the office for lunch are not reimbursable.
5. The nurse on call is reimbursed for mileage from his/her home to the patient's home and then from the patient's home back to his/her home. If the nurse is at a personal appointment/function at a greater distance to the patient's home than from his/her home, the reimbursed travel time would be the mileage from his/her home to the patient's home.
6. When there is a morning meeting (IDT, staff meeting, or education), mileage reimbursement begins at the office.
7. If the nurse chooses to go home directly after his/her last visit, the mileage will be reimbursed if the distance is less than back to the office. If the distance is greater than back to the office, the mileage covered would be from the patient's home to the office.
8. The nurse and the agency scheduler will make every effort to minimize travel time and reimbursable mileage by working together to ensure the best routes and geographical staffing are planned.



Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
 Tom Christensen  
 Manager, Employee and Labor Relations

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Surgery On-Call Position**

This letter of understanding is entered into by and between Central Washington Hospital and Washington State Nurses Association. All existing contractual provisions will apply unless otherwise provided herein.

Purpose: The on-call RN position will be a 1.0 FTE regular salaried position to provide weekday after hours call requirement for Surgery Services.

Work Day: Work day will consist of being on call for the OR 2100 to 0700 Sunday through Thursday.

Work Week: The position will be fifty (50) hours per week for the OR nurse.

Holidays: Holidays will be rotated equitably with all staff in Surgery Services.

Wages: A salary will be paid at the regular contract base at the appropriate step for eighty (80) hours per pay period, and will include staff meetings and annual training.

Premium Pay: This position will not receive premium pay as defined in Article 8 except for shift differential, premium in lieu of benefits or monthly stipend in lieu of benefits, and certification/nurse degree pay.

Overtime Pay: Overtime will be paid for actual hours worked over forty (40) hours.

Paid Leave Plan: Paid Leave (Request time off) When full days are requested, the nurse will access eight (8) hours of paid leave each day. When a full week is requested, the nurse will access forty (40) hours of paid leave. Volunteers will be asked first to cover the On-Call RN time off. If there are no volunteers, then coverage for the on-call positions will revert to regular RN staff on rotating equitable basis to cover paid leave and disability.

Either party (On-call Registered Nurse or Management) may terminate this agreement (LOU) with thirty (30) days' written notice and the Surgical Technologist will be reinstated to previous position.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tom Christensen  
Manager, Employee/Labor Relations

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Confluence Health System - Health Insurance Program**  
**Wellness Plan Participation**

1. The Confluence Health System - Health Insurance program covers eligible nurses under the Collective Bargaining Agreement, including medical insurance [Confluence Health System Preferred Provider Organization (PPO) or Consumer Driven Health Plan (CDHP Plan with a Flexible Spending Account (FSA), Health Savings Account (HSA), cash incentive or similar], wellness program (including also tobacco-free program), and vision insurance. Any future changes to this health insurance program are covered by Section 11.1.1, Health Insurance Advisory Committee).
  
2. Regarding Sections 11.1.A and 11.1.B and nurse participation in the CWH wellness program, the only requirement for participation in the wellness plan will be to complete the member health assessment during open enrollment, plus have accumulated the required points during the previous wellness year.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tom Christensen  
Manager, Employee/Labor Relations

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Nurses Receiving Premium in Lieu of Benefits Grandfather Agreement**

When the new Collective Bargaining Agreement takes effect, any nurse who at that time is already receiving a premium in lieu of benefits may continue to do so on a prorated FTE basis until the nurse opts to discontinue this premium in lieu of benefits during a future open enrollment period. Thereafter, like any other eligible nurse, such a nurse may only elect in the future during open enrollment to receive a monthly stipend in lieu of benefits under Section 8.9, should the nurse not wish to receive health insurance (medical and vision).

Such nurses currently receiving a premium in lieu of benefits on April 1, 2016 are:

<u>RN Name</u>	<u>Differential Percentage</u>
Burnett, Shannon	18 %
Phillips, Cynthia	18 %
Price, Tiffany	18 %
Stirling, Amanda	18 %
Bennett, Kenneth	12 %
Murphy, Michelle	12 %
Overton, Marie	12 %
Abbruzzi, Rita	6 %
Bersch, Wayne	6 %
Cannon, Denie	6 %
Daniel, Tamara	6 %
Jacobson, Brandi	6 %
Kaiser, Mary	6 %
Kunkel, Diane	6 %
Ringel, Jayson	6 %
Vanlith, Miel	6 %
Zarate, Yaqueline	6 %

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
 Tom Christensen,  
 Manager, Employee/Labor Relations

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Approval of Paid Leave Requests Under Article 9.2.2**

Effective January 1, 2017, the parties shall engage in a trial period during which CWH will allow at least two (2) nurses per day/evening and two (2) nurses per evening/night shift per week (four (4) total per week) to be on paid leave, provided available staff possess the skills and ability to cover the needs of the unit or department during the nurses' paid leave. The Hospital shall respond to every request submitted during the Priority Request Period by January 22<sup>nd</sup> by posting an approved vacation schedule on each unit. CWH will maintain staffing levels during this trial period, which may be accomplished through the use of travelers, if necessary. CWH will provide a report to the Conference Committee no later than February 28, 2017, detailing the number of nurses who have scheduled vacations, by unit and department. The Conference Committee shall review, as a regular agenda item, paid leave scheduling and resulting staffing and unit/department issues related to this trial period. The Conference Committee will evaluate outcomes no later than November 30, 2017 and issue a report and any recommendations to the Association and CWH leadership by that date. The trial period will end on February 28, 2018 unless extended or modified by mutual agreement between the Association and CWH. In the case of the cessation of the trial period with no modification or continuation, the provisions of Article 9.2.2 shall apply in their entirety.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tracey Kasnic  
CWH Chief Nursing Officer

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Lake Chelan Home Health nurses seniority**

This letter of understanding is entered into and between Central Washington Hospital (CWH) and Washington State Nurses Association (WSNA). All existing contractual provisions shall apply unless otherwise provided for herein.

Purpose: To outline the seniority status of Registered Nurses acquired through the affiliation between Lake Chelan Home Health (LCHH) and CWH Home Health and Hospice.

Definition: Seniority is defined as a nurse's continuous length of service as a full-time, part-time, or Pool Registered Nurse from the nurse's date of hire as a Registered Nurse. Seniority shall be based on calendar years and a nurse's anniversary date.

LCHH nurses acquired through the affiliation between LCHH and CWH Home Health and Hospice will begin seniority upon the hire date at CWH. Years of service at LCHH will not be recognized for seniority purposes.

\_\_\_\_\_  
Kaci Ramsey, MSN, RN  
Employee and Labor Relations

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

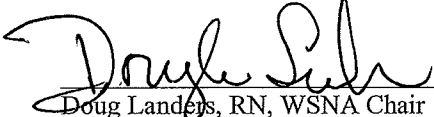
# Scanned Signature Pages




IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original this 1st  
day of April, 2016.

WASHINGTON STATE  
NURSES ASSOCIATION


CENTRAL WASHINGTON HOSPITAL


  
\_\_\_\_\_  
Doug Landers, RN, WSNA Chair

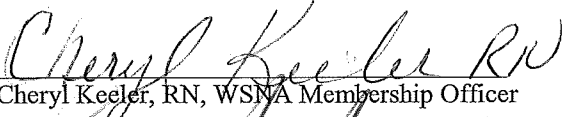
  
\_\_\_\_\_  
Jim Wood, Chief Administrative Officer


  
\_\_\_\_\_  
Judy McBride, RN, WSNA Co-Chair

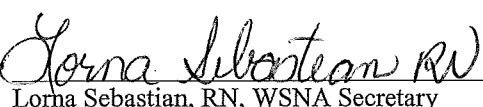
  
\_\_\_\_\_  
Elmo Ancar, RN, WSNA Grievance Officer

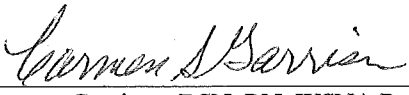
  
\_\_\_\_\_  
Susan Chapman, RN, WSNA Grievance Officer

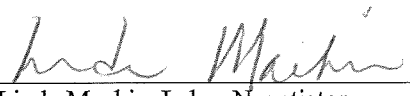
  
\_\_\_\_\_  
Amanda Cortes, RN, WSNA Treasurer

  
\_\_\_\_\_  
Cheryl Keeler, RN, WSNA Membership Officer

  
\_\_\_\_\_  
Paul Molenaar, RN, WSNA Membership Officer

  
\_\_\_\_\_  
Lorna Sebastian, RN, WSNA Secretary

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

  
\_\_\_\_\_  
Linda Machia, Labor Negotiator

**LETTER OF UNDERSTANDING**

Course registration fee, certification cards and hours worked will be paid for by the Hospital for the following courses:

**ACLS, ACLS EP, BLS HCP, CATN, ENPC, PALS, TNCC, STABLE, NRP, AWHONN and PEARS Provider courses, BLS Instructor courses, and other classes with a fee associated/instructor courses designated by the Hospital.**

Course textbooks will be available for checkout in the Hospital library or may be purchased by the nurse.

If a nurse does not attend the above-named courses in which the nurse has been enrolled, the nurse must either give ten (10) calendar days' notice or have an excused absence.

If a nurse has an unexcused absence, the nurse will be responsible for:

- rescheduling attendance at a future class
- will receive pay for hours worked at the future class
- will pay a special enrollment fee equal to one-half (1/2) of the registration fee before attending the next class.

In the case of Instructor-level courses, requirements and commitments will be negotiated with the nurse's Director and Education Services. Registration fees and other course fees will be covered by Education Services for nurses who meet requirements and commitments.

**Basic Life Support for Health Care Providers Renewal**

Requirements and Remediation

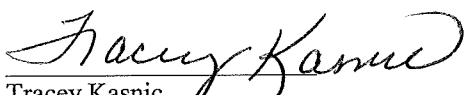
Level I

- If the nurse misses more than four (4) questions on the written test, the Instructor will remediate the nurse at that time. If necessary, the nurse may be instructed to take a different version of the written test.
- If the nurse is unable to demonstrate required skills, the Hospital will have the nurse attend the next scheduled course to demonstrate skill proficiency.

Level II

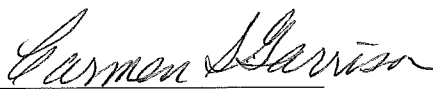
- If the nurse is unable to pass either the written test or skill demonstrations on the second attempt without remediation, the nurse will retake the Health Care Provider course (4 hours).

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16

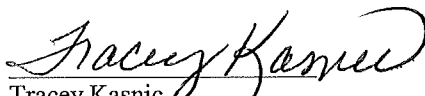
LETTER OF UNDERSTANDING

**Job Share**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

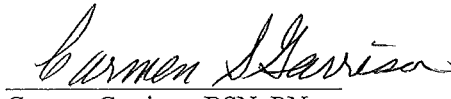
1. Any Registered Nurse position is eligible to job share. Job share will take place by sharing an FTE, not by shift.
2. Staff will specify when applying for the posted position that they are requesting to job share.
3. The nurse will have his/her own job share partner when applying for the position. If the nurse does not have a job share partner and there are no other qualified applicants, the position can be posted as a job share opportunity.
4. The most senior job share applicant will determine seniority.
5. If one (1) of the partners vacates the position, the position will be posted as a job share for at least one (1) week and may be extended in weekly increments that shall not exceed six (6) weeks, should there be no qualified bidders in any given week. If there is no acceptable bidder, the remaining job share partner shall have the option of accepting the equivalent part-time position or assuming the whole position.
6. Efforts will be made for partners to cover each other for PLP.
7. Weekends and holidays will be covered by the partners' mutual agreement, needs of the department, and in accordance with Section 5.9, Weekend Work, and Section 9.8, Holiday Compensation.

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16

**LETTER OF UNDERSTANDING**  
**Variable Incentive Bonus for Pool Registered  
Nurses Who Have Retired from the Hospital**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

**Purpose:** To provide for Pool Registered Nurses to commit to work shifts to meet patient care needs and to decrease the use of traveling nurses.

**Requirements:** Pool Registered Nurses will be required to meet the following criteria:

- Attain age fifty-five (55)
- Exercise his/her option to retire under the terms and conditions of the Hospital's Retirement Plan
- Complete Employee Request Form requesting enrollment in the Incentive Bonus Program

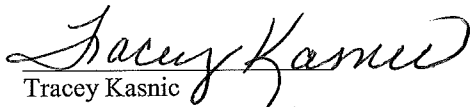
**Conditions for Payment of Incentive Bonus:**

1. Pool Nurses will receive the incentive bonus based on hours worked in a twelve (12) week period in accordance to the following schedule:

<u>HOURS WORKED</u>	<u>INCENTIVE BONUS</u>
a) 96 to 119	\$240.00
b) 120 to 143	\$480.00
c) 144 and greater	\$720.00


2. Each shift must be in at least four (4) hour increments.
3. If a nurse has an illness for one (1) or more weeks during his/her bonus period, the obligation will be extended for the period of time the nurse is unable to report due to the illness.

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16


LETTER OF UNDERSTANDING  
**Incentive Bonus Program**

This Letter of Understanding is entered between Central Washington Hospital and Washington State Nurses Association. All existing provisions will apply unless otherwise stated herein.

Purpose: To provide incentives for more Registered Nurses to commit to work extra overtime shifts to meet patient needs and to decrease the use of traveling nurses.

1. All positions will be posted.
2. Nurses will be obligated to work seventy-two (72) hours of at least four (4) hour shifts in a twelve (12) week period above their FTE. Each additional shift must be in at least four (4) hour increments.
3. The nurse must preschedule one (1) shift above his/her full-time equivalent (FTE) status per pay period, if the nurse agrees to take call to help cover an additional opening in the schedule during the same two (2) weeks. The hours worked will count towards the incentive bonus.
4. The bonus hours will be prescheduled.
5. The nurse on bonus hours shall be the first (1<sup>st</sup>) to receive low census.
6. If a nurse is ill or placed on low census during his/her bonus hours the obligation will be extended by one (1) week or until seventy-two (72) hours are worked.
7. Upon being hired for this position the nurse will designate one (1) unit he/she is willing to float. If the nurse is needed to float the unit must have need for float. If no need the nurse may choose to low census or float to an undesignated area.
8. The nurse cannot work more than twenty-four (24) extra hours in a pay period.
9. Rest between shifts may be waived no more than two (2) times per pay period.
10. The nurse must meet the attendance requirements as per policy.
11. The nurse must be current on all mandatory education requirements and certification.
12. If working on a unit that requires mandatory call, the nurse must continue to meet the current minimum mandatory call requirements of their unit.
13. Upon completion of seventy-two (72) hours, the nurse will receive seven hundred and twenty dollars (\$720.00). If the nurse has completed at least thirty-six (36) hours of bonus hours the nurse may, upon agreement of his/her Unit Director, be compensated at a pro-rated rate in accordance with hours worked.


Central Washington Hospital

  
Tracy Kasnic  
CWH Chief Nursing Officer

Date:

5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date:

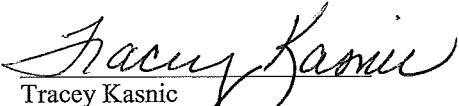
5-16-16

**LETTER OF UNDERSTANDING**  
**Shared Leave Program for WSNA Negotiations Team**

Nurses may donate accrued paid leave time from their "PLP" account to a shared leave bank to be distributed to the RN's participating on the WSNA negotiation team.


1. Nurses must maintain at least a forty (40) hour balance in their paid leave account after donating to the Shared Leave Program.
2. Nurses may donate up to eight (8) hours of Paid Leave from their account and be pursuant to a written authorization by the Nurse.
3. There will be a two (2) week donation timeframe for Nurses to donate into the Shared Leave Bank from the Nurses' Paid Leave account. The donation timeframe will be determined during a CWH-WSNA Conference Committee meeting.
4. The WSNA negotiating team can communicate this program at their Bargaining Unit meetings or by using posters on the WSNA designated bulletin boards.
5. The WSNA negotiating team will decide how the hours are to be distributed.
6. Any unused balance in the negotiations Shared Leave bank will be transferred to the Hospital's regular Shared Leave program.

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16


Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16


documented activity.

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16

**LETTER OF UNDERSTANDING**  
**Mandatory Call Coverage**

The Hospital and Association understand that mandatory call coverage must be provided in certain units to meet basic acute care hospital standards of care. In that regard, the following Hospital units require "call" for nurses in full-time and part-time positions:

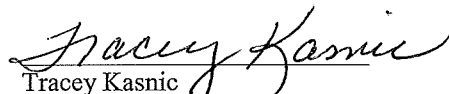
Perinatal  
Perioperative  
Home Care Services  
Oscopy


Diagnostic Imaging  
PACU

Any expansion of or change in such mandatory call will be reviewed in Conference Committee and must be mutually agreed upon by the Association and the Hospital.

Central Washington Hospital

Washington State Nurses Association

  
Tracey Kasnic  
CWH Chief Nursing Officer

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5/17/14

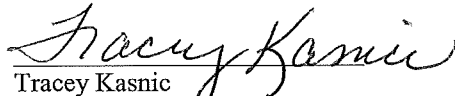
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**LETTER OF UNDERSTANDING**  
**Cafeteria Discount**

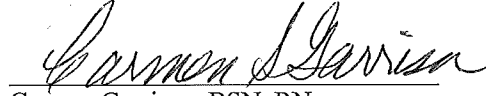
A nurse will receive a food/beverage discount (pre-tax) of ten percent (10%) on purchases in the Hospital's cafeteria for the nurse's personal consumption at the Hospital. (Participation in the discount program shall be subject to identification procedures, as determined by the Hospital.)

Central Washington Hospital

  
Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association

  
Carmen Garrison, BSN, RN  
WSNA Nurse Representative

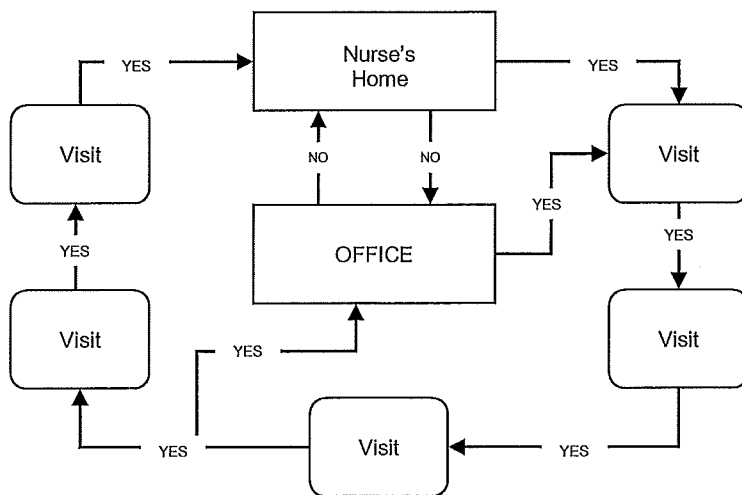
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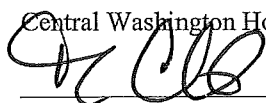
**LETTER OF UNDERSTANDING**  
**Home Care Mileage Plan**

This Letter of Understanding is entered into between Central Washington Hospital and Washington State Nurses Association. All existing contractual provision will apply unless otherwise provided herein.

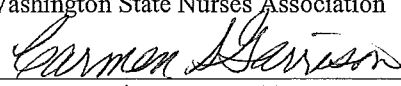
Purpose: Provide a consistent process for Home Care Mileage reimbursement.

1. When the nurse begins patient care visits from the office, mileage reimbursement begins at office.
2. When the nurse finishes his/her day at the office, the mileage reimbursement ends there.
3. If the nurse chooses to start from home, the mileage to the first (1<sup>st</sup>) patient's home will be reimbursed, unless the distance from the office to the patient's home is less. In this case the mileage reimbursed is from the office to the patient's home.
4. Trips to run errands, to go home for lunch, or come back to the office for lunch are not reimbursable.
5. The nurse on call is reimbursed for mileage from his/her home to the patient's home and then from the patient's home back to his/her home. If the nurse is at a personal appointment/function at a greater distance to the patient's home than from his/her home, the reimbursed travel time would be the mileage from his/her home to the patient's home.
6. When there is a morning meeting (IDT, staff meeting, or education), mileage reimbursement begins at the office.
7. If the nurse chooses to go home directly after his/her last visit, the mileage will be reimbursed if the distance is less than back to the office. If the distance is greater than back to the office, the mileage covered would be from the patient's home to the office.
8. The nurse and the agency scheduler will make every effort to minimize travel time and reimbursable mileage by working together to ensure the best routes and geographical staffing are planned.



Central Washington Hospital  
  
 \_\_\_\_\_  
 Tom Christensen  
 Manager, Employee and Labor Relations

Date: 5-16-16

Washington State Nurses Association  
  
 \_\_\_\_\_  
 Carmen Garrison, BSN, RN  
 WSNA Nurse Representative

Date: 5-16-16

**LETTER OF UNDERSTANDING**  
**Surgery On-Call Position**

This letter of understanding is entered into by and between Central Washington Hospital and Washington State Nurses Association. All existing contractual provisions will apply unless otherwise provided herein.

Purpose: The on-call RN position will be a 1.0 FTE regular salaried position to provide weekday after hours call requirement for Surgery Services.

Work Day: Work day will consist of being on call for the OR 2100 to 0700 Sunday through Thursday.

Work Week: The position will be fifty (50) hours per week for the OR nurse.

Holidays: Holidays will be rotated equitably with all staff in Surgery Services.

Wages: A salary will be paid at the regular contract base at the appropriate step for eighty (80) hours per pay period, and will include staff meetings and annual training.

Premium Pay: This position will not receive premium pay as defined in Article 8 except for shift differential, premium in lieu of benefits or monthly stipend in lieu of benefits, and certification/nurse degree pay.

Overtime Pay: Overtime will be paid for actual hours worked over forty (40) hours.

Paid Leave Plan: Paid Leave (Request time off) When full days are requested, the nurse will access eight (8) hours of paid leave each day. When a full week is requested, the nurse will access forty (40) hours of paid leave. Volunteers will be asked first to cover the On-Call RN time off. If there are no volunteers, then coverage for the on-call positions will revert to regular RN staff on rotating equitable basis to cover paid leave and disability.

Either party (On-call Registered Nurse or Management) may terminate this agreement (LOU) with thirty (30) days' written notice and the Surgical Technologist will be reinstated to previous position.

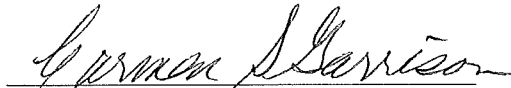
Central Washington Hospital



Tom Christensen  
Manager, Employee/Labor Relations

Date: 5-16-16

Washington State Nurses Association



Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16

**LETTER OF UNDERSTANDING**  
**Confluence Health System - Health Insurance Program**  
**Wellness Plan Participation**

1. The Confluence Health System - Health Insurance program covers eligible nurses under the Collective Bargaining Agreement, including medical insurance [Confluence Health System Preferred Provider Organization (PPO) or Consumer Driven Health Plan (CDHP Plan with a Flexible Spending Account (FSA), Health Savings Account (HSA), cash incentive or similar], wellness program (including also tobacco-free program), and vision insurance. Any future changes to this health insurance program are covered by Section 11.1.1, Health Insurance Advisory Committee).
  
2. Regarding Sections 11.1.A and 11.1.B and nurse participation in the CWH wellness program, the only requirement for participation in the wellness plan will be to complete the member health assessment during open enrollment, plus have accumulated the required points during the previous wellness year.

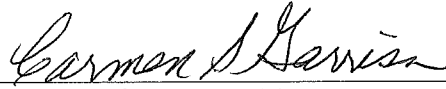
Central Washington Hospital



Tom Christensen  
Manager, Employee/Labor Relations

Date: 5-16-16

Washington State Nurses Association



Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16


**LETTER OF UNDERSTANDING**  
**Nurses Receiving Premium in Lieu of Benefits Grandfather Agreement**

When the new Collective Bargaining Agreement takes effect, any nurse who at that time is already receiving a premium in lieu of benefits may continue to do so on a prorated FTE basis until the nurse opts to discontinue this premium in lieu of benefits during a future open enrollment period. Thereafter, like any other eligible nurse, such a nurse may only elect in the future during open enrollment to receive a monthly stipend in lieu of benefits under Section 8.9, should the nurse not wish to receive health insurance (medical and vision).

Such nurses currently receiving a premium in lieu of benefits on April 1, 2016 are:

<u>RN Name</u>	<u>Differential Percentage</u>
Burnett, Shannon	18 %
Phillips, Cynthia	18 %
Price, Tiffany	18 %
Stirling, Amanda	18 %
Bennett, Kenneth	12 %
Murphy, Michelle	12 %
Overton, Marie	12 %
Abbruzzi, Rita	6 %
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Cannon, Denie	6 %
Daniel, Tamara	6 %
Jacobson, Brandi	6 %
Kaiser, Mary	6 %
Kunkel, Diane	6 %
Ringel, Jayson	6 %
Vanlith, Miel	6 %
Zarate, Yaqueline	6 %

Central Washington Hospital



Tom Christensen,  
 Manager, Employee/Labor Relations

Date: 5-16-16

Washington State Nurses Association



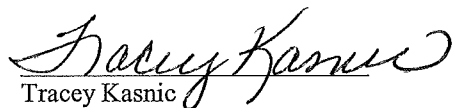
Carmen Garrison, BSN, RN  
 WSNA Nurse Representative

Date: 5-16-16

**LETTER OF UNDERSTANDING**  
**Approval of Paid Leave Requests Under Article 9.2.2**

Effective January 1, 2017, the parties shall engage in a trial period during which CWH will allow at least two (2) nurses per day/evening and two (2) nurses per evening/night shift per week (four (4) total per week) to be on paid leave, provided available staff possess the skills and ability to cover the needs of the unit or department during the nurses' paid leave. The Hospital shall respond to every request submitted during the Priority Request Period by January 22<sup>nd</sup> by posting an approved vacation schedule on each unit. CWH will maintain staffing levels during this trial period, which may be accomplished through the use of travelers, if necessary. CWH will provide a report to the Conference Committee no later than February 28, 2017, detailing the number of nurses who have scheduled vacations, by unit and department. The Conference Committee shall review, as a regular agenda item, paid leave scheduling and resulting staffing and unit/department issues related to this trial period. The Conference Committee will evaluate outcomes no later than November 30, 2017 and issue a report and any recommendations to the Association and CWH leadership by that date. The trial period will end on February 28, 2018 unless extended or modified by mutual agreement between the Association and CWH. In the case of the cessation of the trial period with no modification or continuation, the provisions of Article 9.2.2 shall apply in their entirety.

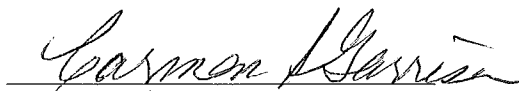
Central Washington Hospital



Tracey Kasnic  
CWH Chief Nursing Officer

Date: 5/17/16

Washington State Nurses Association



Carmen Garrison, BSN, RN  
WSNA Nurse Representative

Date: 5-16-16

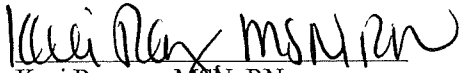
**LETTER OF UNDERSTANDING**  
**Lake Chelan Home Health nurses seniority**

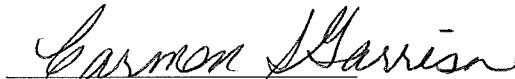
This letter of understanding is entered into and between Central Washington Hospital (CWH) and Washington State Nurses Association (WSNA). All existing contractual provisions shall apply unless otherwise provided for herein.

Purpose: To outline the seniority status of Registered Nurses acquired through the affiliation between Lake Chelan Home Health (LCHH) and CWH Home Health and Hospice.

Definition: Seniority is defined as a nurse's continuous length of service as a full-time, part-time, or Pool Registered Nurse from the nurse's date of hire as a Registered Nurse. Seniority shall be based on calendar years and a nurse's anniversary date.

LCHH nurses acquired through the affiliation between LCHH and CWH Home Health and Hospice will begin seniority upon the hire date at CWH. Years of service at LCHH will not be recognized for seniority purposes.

  
Kaci Ramsey, MSN, RN  
Employee and Labor Relations

  
Carmen Garrison, RN  
WSNA Nurse Representative

5-16-16  
Date

5-16-16  
Date