

COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

CENTRAL WASHINGTON HOSPITAL

(April 1, 2022– March 31, 2025)

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**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**WASHINGTON STATE NURSES ASSOCIATION**  
**and**  
**CENTRAL WASHINGTON HOSPITAL**  
**(April 1, 2022– March 31, 2025)**

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 CH Chief Nursing Officer or designee. Such notices shall be signed by the Local Unit Representative.

### **3.6 Negotiations.**

Local Unit Officers, not to exceed ten (10) in number, shall be given release time for joint negotiations. To the extent practicable, the parties will work to schedule negotiation dates three months prior to contract expiration.

### **3.7 Meeting Rooms.**

The Association may have access to meeting rooms based on availability.

## **ARTICLE 4 - DEFINITIONS**

### **4.1 Nurse Resident.**

A General Nurse Resident 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 General Nurse Resident shall be assigned under the supervision of more experienced nurses and the guidance of a designated preceptor. (A Nurse Resident is a temporary position that is not included in the bargaining unit, until the Nurse Resident successfully completes the residency, acquires a Washington State RN license if applicable, and applies for and is hired by the Hospital into an open Staff Nurse position.)

It is an expectation that the period of general residency shall not exceed six (6) months. The residency may be extended up to an additional three (3) months, if the evaluation indicates the orientation has not been successfully completed. Each Nurse Resident shall receive a copy of the evaluation.

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

**4.1.1** A Specialty Nurse Resident may be a new graduate as in 4.1.1, or a current RN member of the bargaining unit moving to a specialty unit. If the Specialty Resident is a new graduate, 4.1.1 applies to their obtaining a permanent position in their specialty unit. If the Specialty Resident is a current member of the bargaining unit, their bargaining unit status and seniority is not interrupted during their residency and orientation time.

A Nurse Resident may apply for open Staff Nurse positions upon satisfactory completion of the residency program. (Seniority and bargaining unit status will commence at the time a Nurse Resident 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 be placed on the appropriate wage scale in Article 7.1, as follows:

- Level 1: Qualified by Hospital to float to three (3) core units –seven percent (7%) above the staff nurse scale
- Level 2: Qualified by Hospital to float to four (4) core units –nine percent (9%) above the staff nurse scale
- Level 3: Qualified by Hospital to float to five (5) core units –eleven percent (11%) above the staff

nurse scale

- Level 4: Qualified by Hospital to float to six (6) core units –thirteen percent (13%) above the staff nurse scale

Core units supported by Resource Nurses are: (1) Medical/Oncology, (2) Surgical/Orthopedics, (3) Progressive Care, (4) Intensive Care, (5) Emergency Services, (6) Pediatrics, (7) Post Partum/Newborn Nursery (Mother-Baby), (8) Medical Unit 1/1100 and (9) 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, 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 be placed on the appropriate wage scale in Article 7.1 that is thirteen percent (13%) above the staff nurse scale.

#### **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 be placed on the appropriate wage scale in Article 7.1 that is seven percent (7%) above the staff nurse wage scale. 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-and-eighty-eight (288) hours per calendar year. Pool nurses will be required to provide their availability for seventy-two (72) hours per quarter, in full shift increments, through the electronic scheduling system. Pool Nurses must indicate schedule availability, including holidays, during their designated group scheduling period. Regular part-time and full-time staff are to be scheduled before Pool Nurses.

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. 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 who work less than 108 hours in three (3) consecutive months/two (2) schedules immediately following 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 based on the nurse's anniversary. 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.

Regular nurses who transfer into a Pool Nurse position shall have their PTO cashed out upon leaving regular status. Regular nurses transferring into a Pool Nurse position shall have their EIB benefit frozen and shall not earn additional EIB nor shall they be entitled to take EIB while in Pool Status. In the event the nurse subsequently accepts a position as a full-time or part-time nurse, the Hospital will restore the EIB time to the nurse.

Pool nurses are eligible to participate in the pool nurse incentive program. See Appendix F.

**4.9 Pool Registered Nurse (Retired):** A Pool Registered Nurse who commits to work shifts to meet patient care and who meets the following criteria:

- Attain age fifty-five (55)
- Exercise their 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

**4.9.1 Conditions for Payment of Incentive Bonus for Retired Pool Nurse:**

1. Retired 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 their bonus period, the obligation will be extended for the period of time the nurse is unable to report due to the illness.

**4.10 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 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, relying on volunteers whenever possible and making an effort to rotate. Nurses designated as Preceptors shall have their Preceptor responsibilities considered in their regular patient care assignments. Nurses shall have the opportunity to participate in a class prior to serving as a preceptor. Any qualified nurse shall be allowed to take the preceptor class, and may express their interest in precepting.

#### **4.11 Regular Rate of Pay.**

Regular rate of pay is defined as the nurse's pay based on the nurse's step in the appropriate job code listed in Article 7.1.

#### **4.12 SANE Nurse.**

A Sexual Abuse Nurse Examiner is a nurse who has met the qualifications to perform sexual abuse or assault forensic examinations and has been designated by the Employer to conduct such examinations. A SANE nurse may voluntarily agree to take stand-by to be called in the event an examination is necessary.

#### **4.13 RN Case Manager**

See Appendix G.

#### **4.14 Hybrid ED-ICU Position.**

See LOU re: Hybrid ED-ICU Position for more details.

#### **4.15 Nurse Extender**

A Nurse Extender is a staff nurse who is task assigned and does not take a patient assignment.

### **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 minute. 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 in-person education classes/meetings 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.

Online education, including recorded staff meetings, for which the staff nurse has greater than four (4) weeks (28 day) to complete, will be compensated at the nurse's base rate of pay and will not be subject to rest between shift overtime (unless over (forty) 40 hours in one week), or consecutive weekend pay. Certification and BSN pay will be paid on education hours. The nurse may work with their manager to have up to a four (4) hour block scheduled for to complete online education.

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 CH 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.

**5.4.1 Staff Meetings.** Nurses are required to attend sixty (60) percent of unit staff meetings. This attendance may be in person or through virtual means. Staff has twenty-eight (28) days to complete meeting requirement. Charge Nurses attending the unit Charge Nurse meeting may have their staff meeting attendance counted if they read and sign the staff meeting minutes. Staff meetings are considered education time and will be paid at the nurse's base rate of pay, without overtime unless over 40 hours in one week or 12 hours in one day. The parties will revisit this topic at the July 2023 at Conference Committee.

#### **5.4.2 List of Course Fees, Certification Cards, Etc. Paid for by Hospital**

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. Courses may be in person or virtual.

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 notifying their manager of the need to reschedule 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.

### **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.

### **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. Nurses will be required to electronically record any missed rest period(s) on a daily basis in the electronic timekeeping system.

### **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. If the nurse chooses to work extra hours, they will be designated as "over hired hours" in the schedule.

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.

#### **5.8.1 Self-scheduling.** Nurses may utilize three (3) shifts in a six (6) week schedule to designate

as days they wish to not be scheduled. Good faith efforts will be made to schedule nurses around these shifts whenever possible, in accordance with the following guidelines:

1. Nurses may not use holidays as a shift to designate off under this section.
2. A request for a designated shift off will not supersede approved or pending vacation requests.
3. A nurse may designate shifts on no more than two (2) consecutive days.
4. Shifts will be designated during the nurse's self-scheduling cycle.
5. When the number of requests for designation is greater than the unit's designation allotment, requests will be considered by seniority. The seniority rotation will reset on January 1<sup>st</sup> annually.
  - a. Units with less than twenty (20) staff will allow at least one (1) designation per shift (day/night).
  - b. Units with 20-60 staff will allow at least two (2) designations per shift.
  - c. Units with greater than sixty (60) staff will allow at least three (3) designations per shift.

### **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. Nurses may indicate specific weekends that they do not wish to be scheduled. The Hospital will accommodate these requests if possible.

### **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.

### **5.11 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	Diagnostic Imaging
Perioperative	PACU
Home Care Services	Oscopy

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.

### **5.12 Peri-Op Position**

See Appendix E for details about the Peri-Op Salaried Call Nurse Position.

### **5.13 Home Health Salaried Nurse to Cover Call**

See Appendix B for details about the Home Care Services On-Call Salary Position.

## **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 will be accessible to the nurse electronically.

### **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 Resident 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** Seniority dates are available from Human Resources when needed. (As seniority changes each pay period, a "list" is outdated within 2 weeks.)

#### **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 online.

Once the Employer has either filled the position or decides not to fill it, the Employer shall respond in writing or telephonically 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.

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.

**6.8.2 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 Resident 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.

## **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 (1,275) 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 works thirty-six (36) hours in a pay period shall have .0282 added to their 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 their 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 their 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.

Effective on the first of the month following ratification, if a non-introductory period employee has resigned and, within twenty-four (24) months of resignation, has been rehired, the employee’s bargaining unit seniority will be reinstated. Seniority will be reinstated after 90 days. This provision will be in effect for a trial period of one (1) year. If either party wishes to terminate this provision, they may do so by providing the other 30 days’ notice.

**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. Volunteers may be placed on standby based on skills and abilities at the discretion of the House Supervisor. If a nurse is offered low census and unwilling to take standby, the option to take low census will move to the next in line. If a nurse is to receive mandatory low census, the nurse may opt to take standby if there is a need and will be the first to be called back. 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:

There are three (3) types of Low Census which will occur in the following order.

1. Request low census (RLC); There is no maximum number of hours an employee can be provided(non-Capped). RLC will occur in the following order utilizing the Request Low Census Log:
  - a. Pre-Approved Overtime
  - b. Prescheduled over hired hours/extra shift
  - c. Volunteers working Incentive Program - full time or part time staff
  - d. Unit specific nurses working regular hired hours
2. Low Census Hours (LC): There is no maximum number of hours an employee can be provided (non-Capped). LC will occur in the following order:
  - a. Nurses who choose not to float to another unit to grant request low census
  - b. Nurses working pre-approved overtime or a shift that puts them into overtime
  - c. Nurses working an extra shift over hired hours
  - d. Agency or Traveler Nurses
  - e. Pool nurses (designated as mandatory low census for the purposes of the Low Census Cap pursuant to article 6.10.4.
  - f. A full-time or part-time nurse working an Incentive Program shift pursuant to article 8.1.6.
3. Mandatory Low Census: There is a maximum of 48 hours (capped) that a nurse can be provided during the specified time frame described in article 6.10.4. MLC will occur in the following order:
  - a. A nurse working Make – Up Hours pursuant to article 6.10.5
  - b. Full-time and part-time nurses on a rotational basis based on the patient needs on each unit.

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 in-service 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 through needs assessment of staff and nursing leadership.

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 they are unaccustomed to this arrangement. Floating will be done by rotation as long as patient care is not jeopardized. Pool Nurses who have worked one hundred eight (108) hours in three (3) consecutive months/two (2) consecutive schedules shall be included in the float rotation

for three (3) months/two (2) schedules immediately following. All agency/traveler nurses shall generally be included in the float rotation, except that specialty units may be excluded on a case by case basis.

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 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 their 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 as a Nurse Extender 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 direct all newly hired RNs to the WSNA website to review a copy of this agreement.

#### **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.**

Nurses wage rates are set forth in the attached Exhibit A.

#### **7.2 Recognition for Past Experience.**

Nurses hired during the term of this Agreement shall be placed on the hourly wage schedule of the appropriate job code and at a minimum step commensurate with continuous recent equivalent experience, in accordance with the following plan.

<b>Length of Experience</b>	<b>Not Less Than Step</b>
0-1 year, 5 months (base)	1
1 year, 6 month – 2 years, 5 months	2
2 years, 6 months – 3 years, 5 months	3
3 years, 6 months - 4 years, 5 months	4
4 years, 6 months – 5 years, 5 months	5
5 years, 6 months – 6 years, 5 months	6
6 years, 6 months – 8 years	7
8 years – 9 years, 5 months	8
9 years, 6 months – 11 years, 5 months	9
11 years, 6 months – 13 years, 5 months	10
13 years, 6 months – 15 years, 5 months	11
15 years, 6 months – 17 years, 5 months	12
17 years, 6 months – 19 years, 5 months	13

19 years, 6 months – 21 years, 5 months	14
21 years, 6 months – 23 years, 5 months	15
23 years, 6 months – 25 years, 5 months	16
25 years, 6 months – 27 years, 5 months	17
27 years, 6 months – plus	18

For the purposes of this Section, recent equivalent 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. Human Resources will communicate the credited years of experience to the nurse in its offer of employment. The implementation of the Recognition for Past Experience scale does not allow for any retroactive application

Effective the first pay period after April 1, 2024, every nurse hired prior to the effective date of the 2019-2022 Agreement will be eligible to receive one step increase, if eligible according to the schedule in this Article. Nurses who wish to have their experience reviewed for an adjustment based on experience must notify the Hospital within 90 days of ratification of the 2022-2025 agreement. The Hospital will conduct a review of the materials in any such nurse's personnel file, and will share the results of its review with the Association by January 31, 2024. The Hospital will also determine where every such nurse would fall on the plan set out in this Article and the costs of associated with applying this Article to such nurses, and will share this information with the Association.

### **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 evenings (1500 to 2300 shift) or nights (2300 to 0700) shift shall be paid a shift differential over the nurse's regular hourly rate of pay. The differential pay will be determined by the hours worked for the majority of the shift. The rates are set forth in Addendum A.

Effective the first full pay period following ratification, the shift differential for night duty (2300 to 0700) shall be \$4.25 per hour, except that any nurse currently employed by the Hospital receiving more than this rate shall continue to be eligible to receive the night shift differentials as set forth in the 2019-2022 agreement.

### **8.2 Standby/On-Call.**

Standby/on-call shall be at the rate of four dollars (\$4.00) per hour. Mandatory standby/on-call shall be at the rate of five dollars (\$5.00) per hour in departments with mandatory call. Standby will be paid at the rate of six dollars (\$6.00) per hour for all standby hours in excess of thirty-one (31) per pay period. Standby will be paid an extra dollar (\$1.00) per hour on holidays.

A nurse will begin standby status at the scheduled time regardless of their 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 (1½x) 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 (at least one (1) hour in advance of the shift) 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 two dollars (\$2.00) 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. Please reference appendix C for home care mileage plan.

#### **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 (1½x) 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 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.

#### **8.10 Certification/Nurse Degree Premium Pay.**

**8.10.1 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 CH Chief Nursing Officer (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.)

**8.10.2 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.

#### **8.11 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.

#### **8.12 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.

#### **8.13 SANE Nurse Pay.**

An on-duty nurse who is assigned to conduct a sexual abuse or assault forensic examination shall receive \$200 per examination. A nurse who is called in to work to conduct a sexual abuse or assault forensic examination shall receive \$400 per examination plus any applicable call-back pay.

#### **8.14 Bi-Lingual Hourly Stipend**

For details about the bilingual hourly stipend, see appendix H

#### **8.15 Incentive Bonus Program**

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 their 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, prior to the pool incentive program and pool staff.

5. The nurse on bonus hours shall be the first (1<sup>st</sup>) to receive low census in accordance with Section 6.10.
6. If a nurse is ill or placed on low census during their 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 at least one (1) unit they are willing to float. A nurse with twelve (12) or more years of service, who wishes to participate in the Incentive Bonus Program, will float in accordance with this Section. 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.
  - 7.1 All nurses participating in the incentive program may be floated as a Nurse Extender to all clinical areas as needed. Those assigned to inpatient units will designate at least one unit to float to for a patient assignment.
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 one thousand eighty dollars (\$1,080.00). If the nurse has completed at least thirty-six (36) hours of bonus hours the nurse may, upon agreement of their Unit Director, be compensated at a pro-rated rate in accordance with hours worked.

Note: Pool RN incentive bonus is addressed in appendix F and retired pool RN incentive bonus addressed in 4.9.1

## **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	36	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) Seniority-Based Request Process

The seniority-based vacation request process will begin on October 15<sup>th</sup> and end November 15<sup>th</sup> of each year, for vacations occurring March 1<sup>st</sup> through February 28<sup>th</sup> (29<sup>th</sup> on leap years).

Vacation selection will be made in order of seniority, in two rounds. Each RN may select between seven (7) and twenty-one (21) days of vacation during the first round. During the second round of selection, each RN may be select between seven (7) and sixteen (16) days of vacation. Vacation selections may not be less than seven (7) days. Vacation selections can be of any length the RN desires, provided it is at least seven (7) days in length and does not exceed twenty-one (21) or sixteen (16) days, depending on round of selection.

If an RN selects seven (7) or more days of vacation during the winter holiday prime time period Monday before Thanksgiving to Monday after New Year's Day, during the selection process, they will be moved to the bottom of the seniority list for any selections during this period for the following year.

Each department will contact nurses in that department in seniority order for two (2) separate rounds of seniority-based vacation requests. Nurses will be given at least fourteen days' notice (by email and posting in their unit) of their vacation selection appointment/time. These appointments will occur in person, by phone, or on Microsoft Teams (at the nurse's election). API will be made available throughout the process for nurses to consult before their vacation selection appointment. Nurses will have access to real-time information from their department about what vacation days are available. The nurse (or their proxy) will select a vacation time during the vacation selection appointment. A nurse may also submit their vacation requests in writing at any time in advance of their vacation selection appointment. If the request is submitted in writing, it will not be considered until the nurse's assigned appointment time. If no requests on the written request are available, no vacation will be designated for that nurse. If designating a proxy to make vacation selections on behalf of the nurse, the identity of the proxy must be provided to the hospital at least seven (7) calendar days of vacation selection appointment. If the nurse does not show/call/ have a proxy for an appointment, or submit a written request, their selection for that round will be forfeited.

For any nurse who is in the New Graduate or a Specialty Residency during the Seniority-Based Request Process and who do not yet have a permanent position, unit, seniority or are not yet a member of the bargaining unit:

- the Resident Nurse will receive an appointment time at the end of round 2 of vacation requests for the unit/shift that they will be hired to if that is known. The manager will work with them to find a vacation for them the next year that is a minimum of 7 days or to a maximum of 16 days.



- If the unit/shift that they will be hired to is not yet known, the Residency Manager will review the vacation request with the nurse. That approved vacation would transfer with the nurse to their permanent unit of hire.
- The Resident may then also request further vacations during the “Rolling” Request times throughout the year once they are in their permanent position.

#### B) Rolling Requests

After the initial vacation selection process has been completed and vacations published, beginning November 21<sup>st</sup>, additional vacation requests can be entered into API for March 1<sup>st</sup> through February 28<sup>th</sup> (29<sup>th</sup> on leap-year) the following year. Vacation requests made in this period must be for a minimum of 5 (five) days and may not exceed twenty-one (21) days in length. The employee must also send an email to the manager indicating they have submitted a rolling vacation request including the dates requested. Requests will be made not less than two months in advance of the beginning of the schedule period for which time off is requested. Vacation requests will be granted on a first come first serve basis during this phase.

The Hospital will respond to requests in through API within 14 (fourteen) days. Such requests will not be left as “pending” without the mutual consent of the hospital and the requesting RN. If a vacation is denied the RN will be provided an explanation of said denial. API will be maintained with vacations that have been granted.

#### C) Approval of Paid Leave Requests

So that RNs may utilize annual leave hours, during each calendar year of this agreement, the hospital will make a good faith effort to grant vacation requests in an amount no less than ninety percent (90%) of the RN’s annual accrued leave as requested by the RN (Refer to table found in 9.1). Efforts made by the hospital shall include, but are not limited to, allowing at least two (2) nurses per day/evening and two nurses per evening/night shift per week (four (4) total per week) to be on paid leave (shift determined by majority of hours worked).

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.

#### D) General

When submitting any vacation request, the nurse must indicate how much PTO time they plan to use.

**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 Appendix D, 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.

#### **9.3 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.**

A nurse who has completed twelve (12) months of employment may choose to cash out up to one hundred and twenty (120) hours of paid leave of all hours in excess of forty (40) hours in the nurse's paid leave account, to be paid in any month(s) the following year. 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.

Effective the first full pay period following ratification, nurses may elect to cash-out any accrued hours over two hundred and forty (240). This one-time cash out is in addition to the ability to cash out accrued leave in accordance with the preceding paragraph.

### **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, they 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 will be granted a maximum of twenty-four (24) hours of leave paid by the Hospital 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.

### **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. Nurses working extra on a holiday at the request of the hospital for pre-authorized overtime qualify for the \$19 premium. 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 they are 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 their 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 CH 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 CH 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 CH Chief Nursing Officer.

### **10.2 Pregnancy Disability Leave.**

A nurse is entitled to a leave of absence for the entire period of time that she is sick or temporarily disabled because of pregnancy or childbirth (specifically the six weeks after childbirth or eight weeks in cases of a caesarean section).

Pregnancy Disability Leave will run concurrently with FMLA/PFML leave if the employee is otherwise eligible for either.

Pregnancy disability includes but is not limited to, pregnancy, the potential to become pregnant and pregnancy-related conditions including miscarriage, pregnancy termination, and the complications of pregnancy.

### **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 Paid Family and Medical Leave**

Pursuant to the Washington State Paid Family and Medical Leave Act, a nurse who has worked at least 820 hours in the previous twelve months shall be granted up to twelve (12) weeks of partially paid 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, son or daughter, parent, sibling, grandchild, grandparent 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 Paid Family and Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of leave. Under certain conditions, Paid Family Medical Leave may be taken intermittently or on a reduced work schedule.

#### **10.5 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.

**10.5.1 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.

#### **10.6 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 their need for such leave, whenever possible. 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 or written statement of need). 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.

### **10.7 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.

### **10.8 Professional Meetings Leave.**

A paid leave of absence for attending workshops, educational and other professional meetings shall be granted to nurses who attends at the request of the Hospital.

### **10.9 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 their 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.

## **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 [Consumer Driven Health Plan (CDHP) with Health Savings Account (HSA) or the Prime Plan with flexible spending account], wellness program (including also tobacco-free program), and vision insurance. The Confluence Health System - Health insurance program, coverage begins the first (1<sup>st</sup>) day of the first month following hire.

B. 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.

Employee, Employee plus Spouse, Employee plus Children, and Employee plus Family monthly premium contribution rates shall not increase by more than fifteen dollars(\$15.00) per month per year. However, should the nurse not participate in the Hospital's tobacco-free program the nurse shall receive a forty dollars (\$40.00) per month health insurance premium surcharge. Such surcharge shall be applied to all health 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. Nurses' 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. Agendas and meeting invitations for Advisory Committee meetings shall be distributed to RN members of the Committee at least one (1) week in advance of meetings. 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 Advisory Committee will present at Conference Committee twice a year. The Health Insurance Advisory Committee shall take minutes, which shall be distributed to all Committee members. Nurses 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.

#### **11.8 Wellness Plan Participation**

The Confluence Health System - Health Insurance program covers eligible nurses under the Collective Bargaining Agreement, including medical insurance [Prime Plan 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).

Regarding Sections 11.1.A and 11.1.B and nurse participation in the CH wellness program, the only requirement for participation in the wellness plan will be to complete the online member health risk assessment during open enrollment.

#### **11.9 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.)

## **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, their FTE. Displaced nurses can take the first comparable vacant position for which they are qualified, and the Hospital will fill vacant positions before proceeding with bumping under this Section. 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 their 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 their 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, they, 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 their 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 CH 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 their 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 their 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 their 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 their 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.

**C. Pool.** A nurse may choose to transfer to Pool, maintaining current seniority, rather than exercise their 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 CH 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 CH 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 and accrediting standards.
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).

#### 14.3.1 Nursing Clinical Ladder

NPC Oversees administration of the nursing clinical ladder through participation with the Nursing Clinical Ladder Council. See Clinical Ladder Letter of Understanding for more information.

#### **14.4 Nurse Staffing Committee.**

The purpose of this Committee is to develop, oversee, and evaluate an annual nurse staffing plan covering each shift and patient care unit in accordance with the provisions of RCW 70.41.410-420.

- 14.4.1. The Charter will be reviewed annually in the Nurse Staffing Committee meeting and updated as necessary (review and update if indicated).
- 14.4.2. The Hospital CEO or designee and CFO or designee will attend at least one NSC meeting per year.
- 14.4.3. The Hospital CNO will attend eighty percent (80%) of the NSC annually.
- 14.4.4. NSC will ordinarily be scheduled monthly, but in no event will meet no less than nine (9) times per year.
- 14.4.5. The committee is made up of management and staff nurses. At least one half of the members of the NSC shall be bargaining unit nurses from each patient care area of the Hospital, chosen by the Association.
- 14.4.6. A quorum shall consist of a simple majority with at least a 51% majority of staff RNs for voting purposes. A quorum will be established at the beginning of each NSC meeting.
- 14.4.7. Changes to the annual staffing plan will be voted upon by the committee and a good faith effort will be made to provide the NSC at least fourteen (14) days' notice in advance of the voting date unless mutually agreed.
- 14.4.8. The WSNA staff representative and a WSNA officer may attend the NSC meeting as a non-voting participant on their own time.
- 14.4.9. Bargaining unit nurses who are NSC members, who submit time off requests shall be relieved of all other work duties and shall receive their regular rate of pay for time spent in an NSC meeting. Nurses who have submitted a written staffing complaint may request to attend a NSC meeting and/or may be invited by the NSC to attend, and good faith efforts will be made to relieve the nurse of duties so that they may attend, on paid time.
- 14.4.10. There will be no retaliation for filing an ADO (Assignment Despite Objection) or bringing a staffing issue to the NSC.

14.4.11. The Committee will develop a procedure for receiving and responding to complaints from nurses about staffing.

#### **14.5 Workplace Violence Committee.**

The Hospital will maintain a workplace violence committee to enable staff input on matters of training and responses to acts of workplace violence pursuant to RCW 49.19.020. For further information reference the Workplace Violence Charter and Plan found on PULSE.

Two members of the committee shall be members of the bargaining unit chosen by the association who will be released from work to attend committee meetings on paid time. A WSNA Local Unit Officer may attend Committee meetings as a non-voting participant on their own time.

The Employer will maintain a clear policy of zero tolerance for workplace violence and threats of violence by patients or visitors. Prominent signs shall be posted in each unit of the Employer stating this policy. Nurses shall receive biannual training on violence prevention.

### **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 CH Chief Nursing Officer**

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 CH Chief Nursing Officer within fourteen (14) calendar days of the Unit Director's decision. The CH 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, CH Chief Operations 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 CH Chief Operations Officer (and/or designated representative), who shall meet within fourteen (14) calendar days of the CH Chief Operations Officer decision. The CH Chief Operations Officer will meet with the nurse, the WSNA representative and the Grievance Officer, if their 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 CH Chief Operations 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, 2022, and shall continue in full force and effect to and including March 31, 2025, 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 \_\_\_\_\_, 2022.

WASHINGTON STATE NURSES  
ASSOCIATION

CENTRAL WASHINGTON HOSPITAL

\_\_\_\_\_  
Sara Bergenholtz, RN, Local Unit Chair

\_\_\_\_\_  
Glenn Adams, Chief Operations Officer

\_\_\_\_\_  
Nick Jackson, RN, Local Unit Co-Chair

\_\_\_\_\_  
Karla Bourgeois, RN, Local Unit Secretary

\_\_\_\_\_  
Stefanie Gates, RN, Local Unit Treasurer

\_\_\_\_\_  
Amy Yarbrough, RN, Local Unit Grievance  
Officer

\_\_\_\_\_  
Paul Stamilio, RN, Local Unit Grievance  
Officer

\_\_\_\_\_  
Blaine Wuertz, RN, Local Unit Membership  
Officer

\_\_\_\_\_  
Paul Molenaar, RN, Local Unit Membership  
Officer

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Lorna Sebastian, RN, Out-Going Local Unit  
Chair

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Carmen Garrison, RN, WSNA Nurse  
Representative

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Danielle Franco-Malone  
WSNA Counsel

### **Addendum A**

Effective 1/1/17 the evening and night shift differentials shall be frozen. The following shift differentials at each step of the wage scale goes into effect:

<b>YEAR</b>	<b>Evening Shift Differential</b>	<b>Night Shift Differential</b>
	<b>Eff 1/1/2017</b>	<b>Eff 1/1/2017</b>
<b>0</b>	1.98	3.40
<b>1</b>	2.07	3.54
<b>2</b>	2.15	3.68
<b>3</b>	2.23	3.83
<b>4</b>	2.31	3.97
<b>5</b>	2.40	4.11
<b>6</b>	2.48	4.25
<b>7</b>	2.58	4.43
<b>8</b>	2.67	4.58
<b>9</b>	2.75	4.72
<b>10</b>	2.84	4.86
<b>11</b>	2.84	4.86
<b>12</b>	2.93	5.03
<b>13</b>	2.93	5.03
<b>14</b>	3.02	5.17
<b>15</b>	3.02	5.17
<b>16</b>	3.10	5.32
<b>17</b>	3.10	5.32
<b>18</b>	3.22	5.51
<b>19</b>	3.22	5.51
<b>20</b>	3.28	5.62
<b>21</b>	3.28	5.62
<b>22</b>	3.35	5.73
<b>23</b>	3.41	5.85
<b>24</b>	3.41	5.85
<b>25</b>	3.48	5.97
<b>26</b>	3.48	5.97
<b>27</b>	3.60	6.18
<b>28</b>	3.60	6.18
<b>29</b>	3.60	6.18
<b>30</b>	3.73	6.39

Note: Effective the first full pay period following ratification of the 2022-2025 contract, no nurse will receive less than \$4.25.

## Appendix A 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. Posted registered nurse positions may be eligible for a job share depending on the needs of the department. Job share will take place by sharing an FTE, not by shift. The Employer will designate up to a 1.2 FTE for a job share. Neither position will be less than a .45 FTE.
2. The nurse must have their own job share partner when applying for the position. The most senior job share applicant will determine seniority. This will not apply to job shares that existed as of the date of ratification of the 2022-2025 contract.
3. If one (1) of the partners vacates the position, the position may be posted as a job share. If this will not continue as a job share position, the remaining job share partner shall have the option of accepting the equivalent part-time position or assuming the whole position (up to 1.0 FTE). If the employee accepts the part-time position, they will assume the requirements of a part-time employee to include weekends, holidays, and department call requirements.
4. Efforts will be made for partners to cover each other for paid time off.
5. 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

\_\_\_\_\_  
Tom Christensen  
Vice President of Human Resources

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

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

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

## Appendix B 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.

Home Care staff nurses provide patient care from 0800 to 1630 seven days per week. The four (4) On Call Team nurses will be in 1.0 FTE exempt positions 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 1 scheduled visit per weekend). On weekends, best attempts will be made for dayshift staff to see patients for unexpected visits during their shift, however, administrator-on call may deem it necessary for on-call staff to meet unexpected needs. Unexpected visits by on-call staff will be reviewed retrospectively for necessity and frequency by leadership with on-call staff/Charge Nurse.

Workday: 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.

Holidays: Holidays will be rotated equitably with all staff in Home Care Services. Those nurses scheduled in the on-call salaried position will be paid a biweekly bonus of  $\frac{1}{2}$  (half) their normal hourly rate times 24 hours (twenty-four) for each holiday they are scheduled on-call. It is the responsibility of the on-call RN Group to determine who will cover the subsequent on-call shifts when holiday adjustments are needed. This will need to be communicated to the Scheduler prior to the posting of the 6-week schedule.

Wages: This is a salaried position paid at the employee's regular contract base at the appropriate step for eighty (80) hours per pay period. If they choose to return to an hourly position, they will return to the appropriate step.

Night Shift Differential: This will be paid as a biweekly bonus based upon the amount the nurse is eligible to receive (ie RN with 20years would receive night shift differential at year 20 as a bonus) based on 80 hours. In addition, Weekend Differential will be paid as a biweekly bonus at a rate of eight (8) hours for Saturday and Sunday, total of sixteen (16) hours.

Certification and BSN Pay: These will be paid as a biweekly bonus based upon eighty (80) hours

Paid Leave Plan: When a full day is requested off, the nurse will access eight (8) hours of paid leave each day. When a full week is requested off the nurse will access eighty (80) hours of paid leave.

### Coverage:

- These nurses, when available, will cover for each other, should one 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.
- Staff covering for absences of less than thirty (30) days will be compensated per the contract and not the LOU. (Management may choose to consider alternate options, consistent with the LOU similar to coverage options for more than thirty (30) days).
- Volunteers will be asked first to cover the nurse's time off. If there are no volunteers, then coverage for these positions will revert to regular nursing staff rotating on-call on an equitable basis for 2<sup>nd</sup> Standby coverage, however, if on-call nurses are off, primary call will also be rotated on an equitable basis.
- If there is a desire to cover absences more than thirty (30) days consistent with the LOU, then this decision will be made collaboratively between management and the employee.

### On Call Team Workload, Scheduling, and 2nd Standby:

- The On-Call nurses will make home visits as needed and occasional scheduled visits as indicated above.

- Each team of two will share the workload and divide equitably by rotating hours within the shift. The 2<sup>nd</sup> nurse will cover calls when the other is in the field or will share calls to improve patient response time based on the number of calls coming in at the same time. These nurses will communicate with each other, and with the Switchboard/ Contact Center as needed.
- There will be a 2<sup>nd</sup> Standby Position that will be equitably rotated through the core staff only when replacement is needed in the absence of one (1) of the four (4) On Call Team members. The core staff, when filling in as 2<sup>nd</sup> Standby, will be utilized as needed: for callout SNVs, for covering phone triage when the Primary On Call nurse is in need of rest, or for making telephone calls for improved patient response time when several calls come in at the same time.
- There is an assigned weekend Charge Nurse. In the event PRN visits are needed during these hours, phone triage will be forwarded to the Primary On- Call nurse and the Charge nurse will make the visit(s). In the event of a core staff call in (sick call) the Charge Nurse will make the needed SNVs and the On Call nurse will take over the phone triage. The core staff will make every attempt to cover all prn visits during their shift, however, there may be an occasion that the on-call nurse may need to do these visits. The need and frequency of these visits will be retrospectively reviewed by leadership and with on-call RNs/Charge RNs. In the event the Charge RN calls in sick and it is unsuccessful to find a replacement, the on-call RNs will assume the responsibility of triage and prn visits.

**Second Job and Other Work:** These nurses are not eligible for a second job or to pick up other shifts.

**Revocation:** Either party (WSNA or Management) may revoke this LOU with a thirty (30) day written notice.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Vice President of Human Resources  
Tom Christenson

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

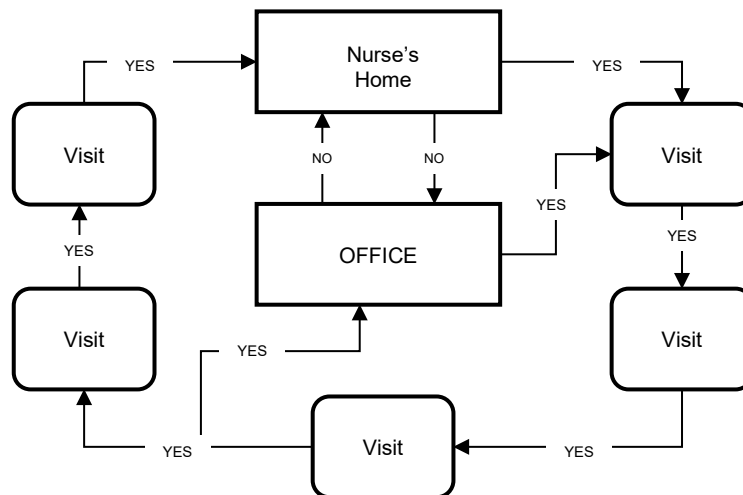
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## Appendix C Home Care Mileage Plan

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 their 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 their home to the patient's home and then from the patient's home back to their home. If the nurse is at a personal appointment/function at a greater distance to the patient's home than from their home, the reimbursed travel time would be the mileage from their 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 their 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

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Tom Christensen  
Vice President of Human Resources

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Carmen Garrison, BSN, RN  
WSNA Nurse Representative

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

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



## Appendix D Nurses Receiving Premium in lieu of Benefits Legacy 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.

Such nurses currently receiving a premium in lieu of benefits in the form of a differential percentage at the time of the ratification of the 2022-2025 Agreement include:

<u>RN Name</u>	<u>Differential Percentage</u>
Phillips, Cynthia	18 %
Price, Tiffany	18 %
Stirling, Amanda	18 %
Murphy, Michelle	12 %
Bersch, Wayne	6 %
Cannon, Denie	6 %
Kunkel, Diane	6 %

Full-time and part-time nurses receiving the one hundred dollar (\$100.00) stipend in lieu of health insurance (medical insurance and vision insurance) coverage for regular nurses at the time of the ratification of the 2022-2025 Agreement include:

Aceves, Lucia  
Andersen, Adrienne C.  
Kostenko, Erica D.  
Moore, Amanda R.  
Mullady, Julie A.  
Myers, James D.  
Phillips, Christy M.  
Smith, Ashaya M.  
Zanto, Andrea M.

These nurses will have the option of receiving a one-time payment of \$3,600 in lieu of continuing to receive the \$100.00 per month premium. This election must be made within thirty (30) days of ratification. Nurses who do not opt to receive the lump sum payment will continue to be given the option of receiving the stipend as long as a nurse is scheduled to work thirty (30) hours or more per week and has acceptable written proof of other health insurance.

Central Washington Hospital

Washington State Nurses Association

\_\_\_\_\_  
Tom Christensen,  
Vice President of Human Resources

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

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

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

## **Appendix E Peri-Op Position Salaried Nurse to Cover Call**

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

**Purpose:** To create a position that reduces or eliminates the reliance on staff to work call. An additional intent is to keep staff currently working in this capacity whole.

### **Work Requirements:**

- Standby hours will be:
  - Operating Room: Sunday 1900hrs to Monday at 0700hrs, and the remainder of the week nights Monday to Friday morning, from 2100hrs to 0700hrs.
  - Recovery Room (PACU): Sunday evening to Friday morning, from 2100hrs to 0730hrs the following day.
  - Staff member will be available for work the entire time they are on Standby.
- On site work will be a minimum of 10 hours each work week. This can be satisfied by either hours called in to work or scheduled hours agreed to by management and employee.
- Changes to prescheduled hours will be made collaboratively by the manager and employee.
- The employee will attend mandatory department trainings and mandatory staff meetings.
- If the employee is called in to work, they will not be required to work their scheduled hours the following day.

**Weekend Call:** No weekend call.

**Holiday Call:** No holiday call will be scheduled.

**Wages:** This is a salaried position paid at the employee's regular contract base at the appropriate step for eighty (80) hours per pay period. If they choose to return to an hourly position, they will return to the appropriate step.

**Differentials and Premium Pay:** These will be paid as a biweekly bonus based upon the amount the RN is eligible to receive (ie RN with 20 years would receive night shift diff at year 20 as a bonus) based upon 80 hours.

**Certification and BSN Pay:** These will be paid as a biweekly bonus based upon 80 hours.

**Overtime Pay:** This position will not be eligible for overtime pay.

**Paid Leave Plan:** When a full day is requested off, the nurse will access eight (8) hours of paid leave each day. When a full week is requested the nurse will access (40) hours of paid leave.

### **Coverage:**

- Staff covering for absences of less than 30 days will be compensated per the contract and not the LOU.
- Volunteers will be asked first to cover the nurse's time off. If there are no volunteers, then coverage for these positions will revert to regular nursing staff on call rotating on an equitable basis.
- If there is a desire to cover absences more than 30 days consistent with this LOU, then this decision will be made collaboratively between management and the employee.

**Second Job and Other Work:** This nurse is not eligible for a second job or to pick up other shifts.

\_\_\_\_\_  
Tom Christensen  
Vice President of Human Resources

Date \_\_\_\_\_

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

Date \_\_\_\_\_

## Appendix F Incentive Bonus Program for Pool Registered Nurses

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 pool/per diem Registered Nurses to commit to giving extra availability. The intention of the program is to better utilize pool/per diem staff, facilitate granting of vacations, ensure delivery of safe patient care, and decrease the use of travelers.

1. Any pool RN, excluding SANE, may participate based on the needs of the department.
2. Pool RN's participating in this program will accrue a bonus of \$720.00, upon completion of 72 hours worked, subsequent to validation.
3. To be eligible for incentive pay for hours in a 2 week pay period, the RN is required to self-schedule or provide availability for that 2 week pay period.
4. If a nurse participating in the program has given availability/self-scheduled for four (4) shifts in a pay period, any pre-approved overtime shifts worked in that pay period will count towards the incentive bonus program.
5. Pool staff participating in this program agree to float in rotation with regular full and part time staff. If there is no need to float, the pool RN will be placed on mandatory low census pursuant to article 6.10 "Low Census Days".
6. Extra hours worked at the end of participating RN's shift will be counted towards the bonus program.
7. The nurse must meet the attendance requirements as per policy.
8. The nurse must be current on all mandatory education and competency requirements and as well as 60% staff meeting attendance requirements.
9. If a pool RN in a mandatory call department is covering the call requirement for a regular full or part-time nurse who is on vacation or leave, the hours paid in a "Call-Back" state will count towards the bonus accrual.
10. The intent is to fill "open" shifts – "on call" or regular shifts by pool employees that were picked up as a "trade" do not count towards the incentive program. For other "on call shifts" all hours worked in callback will be counted.
11. Bonuses for pool RNs will not be pro-rated.

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Tom Christensen

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Carmen Garrison, BSN, RN

Vice President of Human Resources

Date\_\_\_\_\_

WSNA Nurse Representative

Date\_\_\_\_\_

## Appendix G Recognition of RN Case Managers

**Recognition:** The Hospital recognizes the Association as the sole bargaining representative for a full-time, part-time, and pool Registered Nurse Case Managers (RNCM) as of 11/2/2016 (Amendment to Article 4 of the Current Bargaining Agreement [CBA]).

**Terms and conditions of employment:** The Association and the hospital agree that all existing contractual provisions shall apply unless otherwise provided for herein.

### 1. Schedules:

- a. Weekend rotation shall be one (1) weekend out of four **(4)**.
- b. The current eight (8) week master schedule will continue as the scheduling guide.
- c. Holiday rotation will include either a scheduled RNCN or Standby RNCM and will be rotated equitably.

### 2. Wages: See article 7.1

3. **Seniority:** Nurses will be given credit for all years of past bargaining unit positions as per Article 6.9.1 acknowledging the 11.5 months in 2013 would not be considered a break in service.

4. **Floating:** Case Management is the home unit and works house wide.

5. **Standard workday and innovative work schedules:** 5.1 include innovative work schedules to include nine (9) and ten (10) hour shifts.

6. **Pool staffing requirements: Amendment** to Article 4.8 of the CBA:

- a. "Pool nurses in Case Management will be available to work a minimum 200 hours per year which includes at least one shift each month."

\_\_\_\_\_  
Tom Christensen  
Vice President of Human Resources

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

Date \_\_\_\_\_

Date \_\_\_\_\_

## Appendix H Bi-Lingual Hourly Stipend

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

**Purpose:** To create a financial incentive for employees who are bilingual and can pass a defined interpreting test.

### **Definition:**

❖ **Interpreter Skills Test (IST):** This test assesses interpreting skill and knowledge in a role-play format to be qualified to act as an interpreter in health care.

### **Provisions:**

1. Each department manager will determine positions and number of RNs needed for interpreting based on patient needs for interpreting services by analyzing patient demographics in the department.
2. Management may increase or decrease the number of qualified interpreters in the department to fit the business need with or without prior notice.
3. If there are more candidates than slots for interpreters open, then CWH will follow the contract to award the differential. (preference will be given to permanent staff before pool staff).
4. The Human Resources department will be responsible for the oversight of the testing requirements, will proctor all tests and confirm results of the test.
5. CWH will pay the cost of the first test. RNs who fail the test may re-take it at their own expense.
6. RNs can only interpret within the scope of the qualified interpreters job duties and responsibilities.
7. RNs will be tasked by management to interpret based upon needs of the hospital
8. RNs who have been approved to test by their manager and successfully pass the test will be eligible for a bi-lingual hourly stipend effective the pay period following.
9. RNs will be qualified for three (3) years. Human Resources will notify RNs when the three (3) year timeline is approaching and it is time to re-test.
10. RNs who go to another unit to interpret will not receive float pay unless floated for a patient care assignment

**Hourly Differential:** RNs who have become qualified interpreters will be paid an hourly stipend of \$1.25 for all hours worked.

**Revocation:** Either party (WSNA or management) may revoke this LOU with 30 days written notice.

\_\_\_\_\_  
Tom Christensen  
Vice President of Human Resources

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

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A – Nurse Wage Rates

**ARTICLE 7 – WAGES**

**Registered Nurse**

		<b>7/10/2022</b>	<b>4/1/2023</b>	<b>4/1/2024</b>
<b>Years</b>	<b>Steps</b>	<b>10%</b>	<b>3%</b>	<b>3%</b>
0	1	\$35.45	\$36.51	\$37.61
1	2	\$36.94	\$38.05	\$39.19
2	3	\$38.39	\$39.54	\$40.73
3	4	\$39.88	\$41.08	\$42.31
4	5	\$41.34	\$42.58	\$43.86
5	6	\$42.82	\$44.10	\$45.42
6	7	\$44.29	\$45.62	\$46.99
7	8	\$46.17	\$47.56	\$48.99
8	9	\$47.69	\$49.12	\$50.59
9	10	\$49.20	\$50.68	\$52.20
10	11	\$50.66	\$52.18	\$53.75
11	11	\$50.66	\$52.18	\$53.75
12	12	\$52.39	\$53.96	\$55.58
13	12	\$52.39	\$53.96	\$55.58
14	13	\$53.87	\$55.49	\$57.15
15	13	\$53.87	\$55.49	\$57.15
16	14	\$55.43	\$57.09	\$58.80
17	14	\$55.43	\$57.09	\$58.80
18	15	\$57.46	\$59.18	\$60.96
19	15	\$57.46	\$59.18	\$60.96
20	16	\$58.61	\$60.37	\$62.18
21	16	\$58.61	\$60.37	\$62.18
22	17	\$59.76	\$61.55	\$63.40
23	18	\$60.97	\$62.80	\$64.68
24	18	\$60.97	\$62.80	\$64.68
25	19	\$62.18	\$64.05	\$65.97
26	19	\$62.18	\$64.05	\$65.97
27	20	\$64.36	\$66.29	\$68.28
28	20	\$64.36	\$66.29	\$68.28
29	20	\$64.36	\$66.29	\$68.28
30	21	\$66.61	\$68.61	\$70.67



**Core Charge Nurse (7% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$37.93	\$39.07	\$40.24
1	2	\$39.53	\$40.71	\$41.93
2	3	\$41.08	\$42.31	\$43.58
3	4	\$42.67	\$43.96	\$45.27
4	5	\$44.23	\$45.56	\$46.93
5	6	\$45.82	\$47.19	\$48.60
6	7	\$47.39	\$48.81	\$50.28
7	8	\$49.40	\$50.89	\$52.42
8	9	\$51.03	\$52.56	\$54.13
9	10	\$52.64	\$54.23	\$55.85
10	11	\$54.21	\$55.83	\$57.51
11	11	\$54.21	\$55.83	\$57.51
12	12	\$56.06	\$57.74	\$59.47
13	12	\$56.06	\$57.74	\$59.47
14	13	\$57.64	\$59.37	\$61.15
15	13	\$57.64	\$59.37	\$61.15
16	14	\$59.31	\$61.09	\$62.92
17	14	\$59.31	\$61.09	\$62.92
18	15	\$61.48	\$63.32	\$65.23
19	15	\$61.48	\$63.32	\$65.23
20	16	\$62.71	\$64.60	\$66.53
21	16	\$62.71	\$64.60	\$66.53
22	17	\$63.94	\$65.86	\$67.84
23	18	\$65.24	\$67.20	\$69.21
24	18	\$65.24	\$67.20	\$69.21
25	19	\$66.53	\$68.53	\$70.59
26	19	\$66.53	\$68.53	\$70.59
27	20	\$68.87	\$70.93	\$73.06
28	20	\$68.87	\$70.93	\$73.06
29	20	\$68.87	\$70.93	\$73.06
30	21	\$71.27	\$73.41	\$75.62

**Stat Nurse (13% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$40.06	\$41.26	\$42.50
1	2	\$41.74	\$43.00	\$44.28
2	3	\$43.38	\$44.68	\$46.02
3	4	\$45.06	\$46.42	\$47.81
4	5	\$46.71	\$48.12	\$49.56
5	6	\$48.39	\$49.83	\$51.32
6	7	\$50.05	\$51.55	\$53.10
7	8	\$52.17	\$53.74	\$55.36
8	9	\$53.89	\$55.51	\$57.17
9	10	\$55.60	\$57.27	\$58.99
10	11	\$57.25	\$58.96	\$60.74
11	11	\$57.25	\$58.96	\$60.74
12	12	\$59.20	\$60.97	\$62.81
13	12	\$59.20	\$60.97	\$62.81
14	13	\$60.87	\$62.70	\$64.58
15	13	\$60.87	\$62.70	\$64.58
16	14	\$62.64	\$64.51	\$66.44
17	14	\$62.64	\$64.51	\$66.44
18	15	\$64.93	\$66.87	\$68.88
19	15	\$64.93	\$66.87	\$68.88
20	16	\$66.23	\$68.22	\$70.26
21	16	\$66.23	\$68.22	\$70.26
22	17	\$67.53	\$69.55	\$71.64
23	18	\$68.90	\$70.96	\$73.09
24	18	\$68.90	\$70.96	\$73.09
25	19	\$70.26	\$72.38	\$74.55
26	19	\$70.26	\$72.38	\$74.55
27	20	\$72.73	\$74.91	\$77.16
28	20	\$72.73	\$74.91	\$77.16
29	20	\$72.73	\$74.91	\$77.16
30	21	\$75.27	\$77.53	\$79.86

**Resource Nurse Level 1 (7% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$37.93	\$39.07	\$40.24
1	2	\$39.53	\$40.71	\$41.93
2	3	\$41.08	\$42.31	\$43.58
3	4	\$42.67	\$43.96	\$45.27
4	5	\$44.23	\$45.56	\$46.93
5	6	\$45.82	\$47.19	\$48.60
6	7	\$47.39	\$48.81	\$50.28
7	8	\$49.40	\$50.89	\$52.42
8	9	\$51.03	\$52.56	\$54.13
9	10	\$52.64	\$54.23	\$55.85
10	11	\$54.21	\$55.83	\$57.51
11	11	\$54.21	\$55.83	\$57.51
12	12	\$56.06	\$57.74	\$59.47
13	12	\$56.06	\$57.74	\$59.47
14	13	\$57.64	\$59.37	\$61.15
15	13	\$57.64	\$59.37	\$61.15
16	14	\$59.31	\$61.09	\$62.92
17	14	\$59.31	\$61.09	\$62.92
18	15	\$61.48	\$63.32	\$65.23
19	15	\$61.48	\$63.32	\$65.23
20	16	\$62.71	\$64.60	\$66.53
21	16	\$62.71	\$64.60	\$66.53
22	17	\$63.94	\$65.86	\$67.84
23	18	\$65.24	\$67.20	\$69.21
24	18	\$65.24	\$67.20	\$69.21
25	19	\$66.53	\$68.53	\$70.59
26	19	\$66.53	\$68.53	\$70.59
27	20	\$68.87	\$70.93	\$73.06
28	20	\$68.87	\$70.93	\$73.06
29	20	\$68.87	\$70.93	\$73.06
30	21	\$71.27	\$73.41	\$75.62

**Resource Nurse Level 2 (9% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$38.64	\$39.80	\$40.99
1	2	\$40.26	\$41.47	\$42.72
2	3	\$41.85	\$43.10	\$44.40
3	4	\$43.47	\$44.78	\$46.12
4	5	\$45.06	\$46.41	\$47.81
5	6	\$46.67	\$48.07	\$49.51
6	7	\$48.28	\$49.73	\$51.22
7	8	\$50.33	\$51.84	\$53.40
8	9	\$51.98	\$53.54	\$55.14
9	10	\$53.63	\$55.24	\$56.90
10	11	\$55.22	\$56.88	\$58.59
11	11	\$55.22	\$56.88	\$58.59
12	12	\$57.11	\$58.82	\$60.58
13	12	\$57.11	\$58.82	\$60.58
14	13	\$58.72	\$60.48	\$62.29
15	13	\$58.72	\$60.48	\$62.29
16	14	\$60.42	\$62.23	\$64.09
17	14	\$60.42	\$62.23	\$64.09
18	15	\$62.63	\$64.51	\$66.45
19	15	\$62.63	\$64.51	\$66.45
20	16	\$63.88	\$65.80	\$67.78
21	16	\$63.88	\$65.80	\$67.78
22	17	\$65.14	\$67.09	\$69.11
23	18	\$66.46	\$68.45	\$70.50
24	18	\$66.46	\$68.45	\$70.50
25	19	\$67.78	\$69.81	\$71.91
26	19	\$67.78	\$69.81	\$71.91
27	20	\$70.15	\$72.26	\$74.43
28	20	\$70.15	\$72.26	\$74.43
29	20	\$70.15	\$72.26	\$74.43
30	21	\$72.60	\$74.78	\$77.03

**Resource Nurse Level 3 (11% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$39.35	\$40.53	\$41.75
1	2	\$41.00	\$42.24	\$43.50
2	3	\$42.61	\$43.89	\$45.21
3	4	\$44.27	\$45.60	\$46.96
4	5	\$45.89	\$47.26	\$48.68
5	6	\$47.53	\$48.95	\$50.42
6	7	\$49.16	\$50.64	\$52.16
7	8	\$51.25	\$52.79	\$54.38
8	9	\$52.94	\$54.52	\$56.15
9	10	\$54.61	\$56.25	\$57.94
10	11	\$56.23	\$57.92	\$59.66
11	11	\$56.23	\$57.92	\$59.66
12	12	\$58.15	\$59.90	\$61.69
13	12	\$58.15	\$59.90	\$61.69
14	13	\$59.80	\$61.59	\$63.44
15	13	\$59.80	\$61.59	\$63.44
16	14	\$61.53	\$63.37	\$65.27
17	14	\$61.53	\$63.37	\$65.27
18	15	\$63.78	\$65.69	\$67.67
19	15	\$63.78	\$65.69	\$67.67
20	16	\$65.06	\$67.01	\$69.02
21	16	\$65.06	\$67.01	\$69.02
22	17	\$66.33	\$68.32	\$70.37
23	18	\$67.68	\$69.71	\$71.79
24	18	\$67.68	\$69.71	\$71.79
25	19	\$69.02	\$71.10	\$73.23
26	19	\$69.02	\$71.10	\$73.23
27	20	\$71.44	\$73.58	\$75.79
28	20	\$71.44	\$73.58	\$75.79
29	20	\$71.44	\$73.58	\$75.79
30	21	\$73.94	\$76.16	\$78.44

**Resource Nurse Level 4 (13% above Registered Nurse)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$40.06	\$41.26	\$42.50
1	2	\$41.74	\$43.00	\$44.28
2	3	\$43.38	\$44.68	\$46.02
3	4	\$45.06	\$46.42	\$47.81
4	5	\$46.71	\$48.12	\$49.56
5	6	\$48.39	\$49.83	\$51.32
6	7	\$50.05	\$51.55	\$53.10
7	8	\$52.17	\$53.74	\$55.36
8	9	\$53.89	\$55.51	\$57.17
9	10	\$55.60	\$57.27	\$58.99
10	11	\$57.25	\$58.96	\$60.74
11	11	\$57.25	\$58.96	\$60.74
12	12	\$59.20	\$60.97	\$62.81
13	12	\$59.20	\$60.97	\$62.81
14	13	\$60.87	\$62.70	\$64.58
15	13	\$60.87	\$62.70	\$64.58
16	14	\$62.64	\$64.51	\$66.44
17	14	\$62.64	\$64.51	\$66.44
18	15	\$64.93	\$66.87	\$68.88
19	15	\$64.93	\$66.87	\$68.88
20	16	\$66.23	\$68.22	\$70.26
21	16	\$66.23	\$68.22	\$70.26
22	17	\$67.53	\$69.55	\$71.64
23	18	\$68.90	\$70.96	\$73.09
24	18	\$68.90	\$70.96	\$73.09
25	19	\$70.26	\$72.38	\$74.55
26	19	\$70.26	\$72.38	\$74.55
27	20	\$72.73	\$74.91	\$77.16
28	20	\$72.73	\$74.91	\$77.16
29	20	\$72.73	\$74.91	\$77.16
30	21	\$75.27	\$77.53	\$79.86

**Pool Nurse scheduled below 324 hours and no holiday scheduled or worked  
(6% above Registered Nurse) (see Article 4.8)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$37.58	\$38.70	\$39.87
1	2	\$39.16	\$40.33	\$41.54
2	3	\$40.69	\$41.91	\$43.17
3	4	\$42.27	\$43.54	\$44.85
4	5	\$43.82	\$45.13	\$46.49
5	6	\$45.39	\$46.75	\$48.15
6	7	\$46.95	\$48.36	\$49.81
7	8	\$48.94	\$50.41	\$51.93
8	9	\$50.55	\$52.07	\$53.63
9	10	\$52.15	\$53.72	\$55.33
10	11	\$53.70	\$55.31	\$56.98
11	11	\$53.70	\$55.31	\$56.98
12	12	\$55.53	\$57.20	\$58.91
13	12	\$55.53	\$57.20	\$58.91
14	13	\$57.10	\$58.82	\$60.58
15	13	\$57.10	\$58.82	\$60.58
16	14	\$58.76	\$60.52	\$62.33
17	14	\$58.76	\$60.52	\$62.33
18	15	\$60.91	\$62.73	\$64.62
19	15	\$60.91	\$62.73	\$64.62
20	16	\$62.13	\$63.99	\$65.91
21	16	\$62.13	\$63.99	\$65.91
22	17	\$63.35	\$65.24	\$67.20
23	18	\$64.63	\$66.57	\$68.56
24	18	\$64.63	\$66.57	\$68.56
25	19	\$65.91	\$67.89	\$69.93
26	19	\$65.91	\$67.89	\$69.93
27	20	\$68.22	\$70.27	\$72.38
28	20	\$68.22	\$70.27	\$72.38
29	20	\$68.22	\$70.27	\$72.38
30	21	\$70.61	\$72.73	\$74.91

**Pool Nurse scheduled for 324 hours plus worked or scheduled to work a holiday  
(12% above Registered Nurse) (see Article 4.8)**

<b>Years</b>	<b>Steps</b>	<b>7/10/2022 10%</b>	<b>4/1/2023 3%</b>	<b>4/1/2024 3%</b>
0	1	\$39.70	\$40.89	\$42.12
1	2	\$41.37	\$42.62	\$43.89
2	3	\$43.00	\$44.28	\$45.62
3	4	\$44.67	\$46.01	\$47.39
4	5	\$46.30	\$47.69	\$49.12
5	6	\$47.96	\$49.39	\$50.87
6	7	\$49.60	\$51.09	\$52.63
7	8	\$51.71	\$53.27	\$54.87
8	9	\$53.41	\$55.01	\$56.66
9	10	\$55.10	\$56.76	\$58.46
10	11	\$56.74	\$58.44	\$60.20
11	11	\$56.74	\$58.44	\$60.20
12	12	\$58.68	\$60.44	\$62.25
13	12	\$58.68	\$60.44	\$62.25
14	13	\$60.33	\$62.15	\$64.01
15	13	\$60.33	\$62.15	\$64.01
16	14	\$62.08	\$63.94	\$65.86
17	14	\$62.08	\$63.94	\$65.86
18	15	\$64.36	\$66.28	\$68.28
19	15	\$64.36	\$66.28	\$68.28
20	16	\$65.64	\$67.61	\$69.64
21	16	\$65.64	\$67.61	\$69.64
22	17	\$66.93	\$68.94	\$71.01
23	18	\$68.29	\$70.34	\$72.44
24	18	\$68.29	\$70.34	\$72.44
25	19	\$69.64	\$71.74	\$73.89
26	19	\$69.64	\$71.74	\$73.89
27	20	\$72.08	\$74.24	\$76.47
28	20	\$72.08	\$74.24	\$76.47
29	20	\$72.08	\$74.24	\$76.47
30	21	\$74.60	\$76.84	\$79.15



## LETTER OF UNDERSTANDING - Compensation for WSNA Negotiations Team

The Hospital will contribute 225 hours of paid leave time to a shared leave bank to be distributed to the nurses participating on the WSNA negotiation team. In addition, 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. WSNA will inform the Hospital of the timeframe for the two (2) week donation period.
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

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Tom Christenson  
Vice President of Human Resources

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Carmen Garrison, BSN, RN  
WSNA Nurse Representative

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

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