

2023 - 2026

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

ISLAND HEALTH

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REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between ISLAND HEALTH (hereinafter referred to as the "Employer" or the "Hospital"), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the "Association").

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and Per Diem registered nurses employed by the Employer as Staff Nurse and Charge Nurse/Coordinator, at its hospital, excluding head nurses and other supervisors and all other employees.

ARTICLE 2 ASSOCIATION MEMBERSHIP

2.1 Association Membership. The Employer agrees not to actively encourage or discourage membership in the Association.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of those nurses covered by this Agreement who voluntarily execute 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 undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or the Association, and the Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

ARTICLE 3 NONDISCRIMINATION

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, gender

identity, age, marital status, veteran's status, the presence of any physical, mental or sensory disability not relevant to job performance, or any other protected category under federal or state law and regulation. The Employer and the Association will comply with applicable state, federal and municipal laws regarding nondiscrimination. No nurse shall be discriminated against for lawful Association activity.

ARTICLE 4 ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the Hospital operated by the Employer for the purpose of transacting Association business and observing conditions under which nurses covered by this Agreement are employed; provided, however, that the Association's representative shall upon arrival at the Hospital notify the Administrator or designee of the intent to transact Association business. The Association representative shall advise the Administrator as to which department or areas they wish to visit, and confine their visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate location subject to general rules applicable to nonemployees, and shall not interfere with the work of nurses.

4.2 Local Unit Chairperson. The Association shall have the right to select a local unit chairperson from among the nurses in the bargaining unit. The Local Unit Chairperson or other elected local unit officer may investigate circumstances of grievances under this Agreement within the Hospital during released time without pay and may contact other nurses briefly during their on-duty hours pursuant to the investigation.

4.3 Rosters. Semi-annually, in the months of November and May, the Employer will provide via electronic Excel spreadsheet to the Association a complete list of employees covered by this Agreement. The list will include the name, address, telephone, FTE status, shift, rate of pay, job title, unit/department, employee ID number, most recent date of hire into the bargaining unit and original date of hire for each employee. In addition, the Employer will provide via electronic Excel spreadsheet a monthly roster of new hires, terminations, and transfers in and out of the bargaining unit that includes the name, address, email (if available), home telephone, FTE status, shift, rate of pay, job title, job site, employee ID number, most recent date of hire into the bargaining unit and original date of hire.

4.4 Association Communications. A bulletin board shall be designated in a prominent location in the Hospital's East Wing – Central Hallway for use by the local unit in the hospital, as well as a bulletin board in each nursing lounge for use by the local unit. (Should either party desire to change size or location of such bulletin boards in the future, this will be discussed and resolved in Conference Committee.) The Association may also use the Hospital's MEDITECH system to create an electronic "bulletin board" administered by the Unit Chair or their designee.

4.5 Orientation and Distribution and Introduction of Agreement. During the periodically scheduled new employee orientation session for new employees, the Union shall be given thirty (30) minutes at a designated time to meet with employees. This meeting shall be

voluntary and on paid time. The employer will endeavor to provide the Union with a list of expected participants, including name, department and job title, at least forty-eight (48) hours in advance of the orientation. In the event the Employer conducts orientation by means of an online platform, the Employer and the Association will engage in discussions to facilitate Association access to newly-hired nurses within ninety (90) days of the nurse's start date in the bargaining unit for purposes of introducing these nurses to the Association and to the collective bargaining agreement.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit, subject to sufficient advance written request to the Hospital's Director of Human Resources (or designee) and generally applicable reservation policies and requirements of the Hospital.

4.7 Public Information Requests. The Employer will notify the Association of public records requests for bargaining unit employee contact information (home addresses, phone numbers, e-mail addresses) and social security numbers, as well as any information located exclusively in an employee's personnel, payroll, supervisor, or training file, within seven (7) business days (exclusive of weekends) of the Employer's receipt of such request. The Employer will provide the Association with such notification at least ten (10) days before production.

ARTICLE 5 DEFINITIONS

5.1 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of Hospital patients. An experienced Registered Nurse returning to practice who has recently, satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a Staff Nurse for starting salary purposes.

5.2 Charge Nurse/Coordinator. A lead Staff Nurse who has leadership responsibilities as to other Staff Nurses in addition to providing nursing care services. Upon request, all nurses assigned as Charge Nurse/Coordinator will receive orientation to each unit as deemed appropriate by the Charge Nurse/Coordinator.

5.3 Full-Time Nurses. Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period, or who are twelve (12) hour nurses regularly assigned to a .9 FTE or above.

5.4 Part-Time Nurses. Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period, or who are twelve (12) hour nurses who are regularly assigned to less than a .9 FTE. Part-time nurses who feel that they are not properly classified or are not receiving appropriate benefits shall have the right to require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure.

5.5 Per Diems. Nurses who are not regularly scheduled or who are called to work when needed. Per Diems shall include nurses scheduled on a "call in" basis. Per Diems shall be

paid in accordance with the wage rates set forth in this Agreement plus a fifteen percent (15%) wage differential. Per Diems shall receive longevity increments [after completing twenty-four (24) months of service], premium pay for actual hours worked on a holiday, and shall be eligible for paid sick leave, standby pay, callback pay, shift differentials, weekend premium pay and certification premium. Per Diems shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes.

5.5.1 Per Diem Availability. In general, unless leave is previously arranged, Per Diem nurses are required to be available for a minimum of four (4) shifts per month [two (2) of which must be weekend shifts for nurses working in departments that are staffed 24/7] and at least two (2) holidays (one (1) of which must be Memorial Day, July 4th or Labor Day, and one (1) of which must be a holiday other than those three) that are listed in Section 9.7, Work on Holidays, per year.

5.5.2 Per Diems and Job Bidding. As between Per Diem nurse position applicants, where skill, ability, experience, competence or qualifications are not overriding factors (per Section 13.2, Job Posting), positions will be awarded to the Per Diem nurse with the earliest hire date into the bargaining unit.

5.5.3 Status Review. Per diem nurses continuously working an FTE equivalent for over a twelve (12) consecutive week period, may request a review of worked hours. Their manager and Human Resources Leader will review it objectively and in good faith to determine if a position will be posted. This review shall not apply when these additional hours/days are assigned to special projects, training, covering posted vacant positions, covering vacations or leaves of absences.

5.6 Preceptor. A Preceptor is an experienced nurse proficient in clinical teaching who is responsible for planning, organizing, teaching and evaluating the new skill development of a nursing student in an internship or a recent graduate. On an individual basis a new employee, or an employee cross training to a new unit in which the employee has no prior experience, may also be assigned a Preceptor, when deemed necessary by the Hospital. The Hospital will consider all the recommendations contained in the Orientation/Preceptor Evaluation Form. The parameters of the program have been defined in writing by the Education Committee and approved by the Conference Committee. (See, Section 5.6.1, Parameters of the Preceptor Program.) Future changes to the preceptor program parameters by the Education Committee are also subject to Conference Committee review and approval. During the course of the preceptorship, the Preceptor's patient load will be adjusted to reflect these additional responsibilities. In the interest of continuity, the preceptee will be assigned to a primary Preceptor during the program.

5.6.1 Parameters of the Preceptor Program.

- a) Nursing students will be placed in a preceptor program designed by the nursing school instructor.

- b) New employees without prior experience will be placed in a preceptor program.
 - i. “Without prior experience” is defined as a new graduate with less than one (1) year experience or a nurse who has been employed outside an acute care setting for longer than one (1) year.
 - ii. (2) A state certified RN refresher course is recommended for a new employee who has been employed outside an acute care setting for longer than five (5) years.
- c) New employees with prior experience shall be placed in the Hospital’s standard orientation program or a preceptor program, as designated by the Employer.
- d) Nurses who cross train to a new Department without prior experience shall be placed in a preceptor program.

5.7 RN Education Coordinator. A Staff Nurse with added responsibility to provide ongoing clinical education coordination in a given Department or Departments. RN Education Coordinators are not supervisory employees.

ARTICLE 6 PROBATION AND TERMINATION

6.1 Probation. The first five hundred and twenty (520) paid hours of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional two hundred and sixty (260) hours by the mutual written agreement of the Employer, the Association, and the nurse involved.

6.2 Notice of Termination. A nurse shall attain regular nurse status upon successful completion of the probationary period. Regular nurses shall give not less than thirty (30) calendar days’ prior written notice of intended resignation. Unless discharged for cause, regular nurses shall receive at least thirty (30) calendar days’ prior written notice of termination or pay for the scheduled days within the fourteen thirty (30) period in lieu thereof.

6.3 Discipline and Discharge. Nurses who have successfully completed their probationary period shall not be disciplined or discharged without just cause. Such nurses disciplined or discharged for cause shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The nurse will be given a copy of all written warnings, with a copy to the Association. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary meetings. Any issues or concerns regarding the Discipline and Discharge Procedure may be discussed at Nurse Conference Committee.

6.4 Pre-Determination Meeting. In cases where suspension or discharge is being contemplated by the Employer, a pre-determination meeting will be scheduled to give the nurse an opportunity to make their case before the final decision is made. The nurse has the right to be represented by the Association at the pre-determination meeting. Prior to such a meeting, absent

extraordinary circumstances (e.g., theft; workplace violence), the Employer shall give written notice of the charges against the nurse and the Employer's position within a reasonable amount of time. If the pre-determination meeting is not mutually prescheduled, the Local Unit Officer or designee shall be paid their regular rate of pay for all time spent in the meeting.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 Work Week and Work Day. The normal 1.0 FTE work week shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours, ten (10) or twelve (12) hours plus an unpaid meal period of one-half (½) hour, unless an innovative work schedule has been established under Section 7.1.1, Innovative Work Schedule, creating a different normal work day. For purposes of innovative work schedules, the term "normal work day" means the regularly scheduled shift agreed upon by the nurse.

7.1.1 Innovative Work Schedule. Under an innovative work schedule, where mutually agreeable to the Employer and the nurse concerned, a normal work day may other than eight (8), ten (10), or twelve (12) hours may be established when mutually agreeable to the Employer, the Association, and the nurse concerned with written notice to the Local Unit Chairperson. Such innovative schedule agreements shall be briefly documented in writing. Innovative work schedules that deviate from the normal work week or normal work day that are implemented for a nursing unit or on a hospital-wide basis shall be mutually agreeable to the Employer and the nurse involved, and the Association shall be given notice and an opportunity to bargain about the work schedule.

- a) For an employee working under an innovative work schedule, Paid Time Off (PTO) and Extended Illness Bank (EIB) hours will be paid (not earned or accrued) for the length of the normal scheduled work day, and education days will be paid in increments equal to the hours of the educational class (however, with the Employer's approval, the nurse may take education hours up to the length of the normal scheduled work day).
- b) A nurse who is working on an innovative work schedule, who wishes to discontinue that schedule, may apply for other open positions. Additionally, an innovative work schedule shall be considered reinstated automatically following any period of paid or unpaid leave, or recall from layoff.
- c) Innovative shifts may be terminated by either party, without cause, upon thirty (30) days' written notice. If the Hospital determines the need to eliminate innovative schedules on a unit wide basis, the Hospital will contact the Local Unit Chairperson and Association thirty (30) days prior to the event and discuss the timing and procedures before taking any action.

7.2 Definition of Overtime. All time worked in excess of a nurse's scheduled work day of at least eight (8) hours' duration shall be considered overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all

time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. All overtime must be properly authorized by the Employer.

7.2.1 Innovative Schedules & Overtime. When an innovative work schedule has been established under this Agreement, the forty (40) hours work week shall apply for overtime purposes under Section 7.2, Definition of Overtime. However, time worked in excess of the scheduled normal work day [no less than eight (8) hours] under the specific innovative schedule shall also be considered overtime and paid at the one and one-half (1½) time rate. [See Section 7.5, Paid Time, regarding no pyramiding or duplication of overtime pay.] This shall also include innovative schedules with combinations of eight (8), ten (10) or twelve (12) hour normal work days. [For example, a nurse working a combination of eight (8) hours and twelve (12) hours shall be paid one and one-half (1½) times their regular rate of pay in excess of eight (8) hours on the eight (8) hour day and in excess of twelve (12) hours on the twelve (12) hour day.]

7.3 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay. For purposes of computing overtime, the nurse's regular hourly rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay/nursing degree premium and charge nurse/coordinator pay, if applicable. For a nurse whose normal work day is eight (8) or ten (10) hours, all time worked in excess of twelve (12) consecutive hours or twelve (12) hours in a twenty-four (24) hour period beginning with the nurse's normal shift starting time shall be paid for at double the employee's regular hourly rate of pay. For a nurse whose normal work day is twelve (12) hours, all time worked in excess of fourteen (14) consecutive hours shall be paid for at double the employee's regular hourly rate of pay. Overtime shall be computed to the nearest one-quarter (¼) hour. Callback hours are not considered a continuation of the normal work day under this section, and nurses who are called back from standby status shall be paid according to Article 7.6.

7.3.1 Surgery Ten (10) Hour Innovative Work Schedule & Callback. Nurses who are called in from standby status on weekends or designated holidays will be paid one and one-half (1½) times their regular rate of pay for the first twelve (12) consecutive hours worked, and two (2) times their regular rate of pay for any non-consecutive hours worked in excess of twelve (12) in a twenty-four (24) hour period. The twenty-four (24) hour period shall be calculated as beginning with the first hour of the regularly scheduled standby shift.

7.4 Mandatory Overtime. The Employer shall comply with all mandatory overtime laws, including RCW 49.28.130. In cases of assignment of overtime, qualified volunteers will be sought first.

7.5 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay.

7.6 Callback. A nurse called to work from standby status shall be paid at one and one-half (1½) times the nurse's regular rate of pay for all hours worked with a minimum of two (2) hours.

7.7 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour during each normal work day and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. It is important that nurses take rest periods. Charge Nurses and nurses should coordinate on the taking of rest periods to provide an opportunity to provide coverage in advance of the nurse missing a meal or rest period. Rest periods should generally be uninterrupted, and it is understood that rest periods may be interrupted only as set forth in RCW 49.12.480. Nurses who are not completely relieved from duties and who do not receive thirty (30) minutes of uninterrupted time during the meal period shall be compensated for such work at the appropriate rate. The employer will endeavor to update its electronic timekeeping system so that missed meal and rest periods shall be recorded by making an appropriate entry one time. Management approval shall not be required to record a missed break. Nurses who are not required to clock out for meal breaks shall be paid the shift differential rate for any meal period taken during a shift where the nurse earned the shift differential rate for time worked.

7.8 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse regularly scheduled to work between 7:00 p.m. Friday night and 7:00 p.m. Sunday night, shall receive Four Dollars (\$4.00) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's straight-time hourly rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars (\$4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.9 Work on Day Off. All full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day. In cases of exceptional staffing needs, the Employer can declare a shift or shifts as "Bonus Shifts," and must identify the shift as a "Bonus Shift" at the time the Employer contacts the nurse to determine the nurse's availability. Nurses with an FTE of .6 or above agreeing to work such shifts will be paid time and one-half (1½x) their regular rate of pay for all hours worked on the "Bonus Shift." Any such nurse who would already be receiving time and one-half (1½x) on an Employer designated "Bonus Shift" will receive double time (2x) her/his regular rate of pay.

7.10 Rest Between Shifts for Eight (8) Hour Nurses. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse scheduled to work an eight (8) hour shift with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked during the next shift shall be at the time and one-half (1½x) rate of pay until the nurse receives a combination of hours of rest and hours worked at the time and one-half (1½x) rate equaling twelve (12). This Section shall not apply to standby assignments performed pursuant to Section 8.5, Standby Pay. A nurse accepting overtime who works more than twelve (12) consecutive hours

shall be provided the option to have at least eight (8) consecutive hours of uninterrupted time off from work following the time worked.

7.10.1 Rest Between Shifts for Ten (10) and Twelve (12) Hour Nurses. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse who is scheduled to work ten (10) or twelve (12) hour shifts with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked during the next shift shall be at the time and one-half (1½x) rate of pay until the nurse receives a combination of hours of rest and hours worked at the time and one-half (1½x) rate equaling ten (10). This Section shall not apply to standby assignments performed pursuant to Section 8.5, Standby Pay.

7.10.2 Repeated or Lengthy Callbacks. When a nurse has worked repeated or lengthy callbacks in the previous seven (7) calendar days, and the nurse is again called back to work in a shift to be worked within twelve (12) hours immediately prior to the nurse's next scheduled shift, the nurse may request to be relieved from working any or a portion of that next scheduled shift. If relief from work is granted by the Hospital, the nurse adjustment to the schedule will not count as an unscheduled absence. The nurse may use PTO at the nurse's discretion for any such granted hours.

7.11 Work Schedules. Work schedules shall be issued electronically on a monthly calendar for each Nursing Department. Nurse requests for days off and Per Diem availability shall be submitted electronically to the Nurse Manager prior to the first (1st) of the month immediately preceding the month in which the schedule becomes effective. A draft schedule shall be published by the fifth (5th) of the month immediately preceding the month in which the schedule becomes effective, which shall include per diem's scheduled shifts and open shifts available to be filled. All requests for extra shifts shall be submitted by the tenth (10th). Additional shifts will first be offered to regular full-time and part-time nurses assigned in that Department who can work the shift on a straight-time basis, and then to per diem nurses, except that the Employer may schedule each per diem nurse for up to two (2) shifts per schedule based on availability, prior to offering additional shifts to regular FTE nurses. Final work schedules and days off shall be posted electronically by the Nurse Manager prior to the fifteenth (15th) of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. The Employer shall make reasonable efforts to maintain a nurse's regularly scheduled day off. A nurse who has a concern with a posted schedule that changes a nurse's regularly scheduled day off is encouraged to bring their concerns to the nurse's manager or department head.

7.12 Shift Rotation. Unless mutually agreeable by the Employer and the nurse involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, and if skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first. The Conference Committee will address ongoing shift rotations prior to implementation.

7.13 Consecutive Work Days. Upon request by the nurse, the Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

7.14 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay.

7.15 Floating. Floating will be spread equitably among nurses in a given unit in accordance with the nurses' skills and abilities, the unit's operational needs, and patient care demands.

7.16 Float Order.

- Volunteers to float will be sought out first.
- Agency and traveler nurses will float next, provided that they are qualified to work in an area to which floating is required.
- Per diem nurses, to the extent that they are qualified to work in the area, will be floated before regular full-time and part-time nurses.

7.16.1 Float Determinations. If there are any questions related to who is in line to float, the Charge Nurse from that department shall be consulted and make the decision for the float. The Coordinator may contact the Director to discuss the float situation in real time if needed. Each department will keep their own float log and the number of hours floated will be entered by the RN for clear tracking purposes.

7.16.2 Float Duties. Nurses should primarily perform tasks when floating away from their home unit. If a nurse is floated to a unit for which they have not met the established competencies, the nurse will perform tasks consisted with their skills, ability, and training.

A nurse floating to another department may be needed in their home department if census, acuity, and patient care demands change. In these cases, the Charge Nurse from that department will contact the Coordinator to discuss a possible return.

7.16.3 Competency and Orientation. Nurses with less than one year of RN experience shall not be floated.

7.16.4 ICU Float. Whenever possible, the ICU shall be staffed by core, "primary" ICU nurses, and Acute Care nurses cross-trained as "seconds" in the ICU should be minimal. In the event that the utilization of cross-trained Acute Care nurses is necessary, it shall be by an equitable rotation for the purposes of floating into the ICU or being scheduled in the ICU.

7.16.5 Implementation. At each of the first three (3) conference committee meetings following implementation of the floating program as part of the 2023-2026 agreement, time will be set aside on the agenda to discuss the implementation process and address any issues that arise during the transition to floating.

ARTICLE 8 COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix A attached hereto and made a part of this Agreement. It is understood that all wage and benefit changes under this Agreement shall be implemented on the first day of the first payroll period after the noted effective date.

8.2 Salary and Benefit Computation. For purposes of this Agreement and the method of computing PTO/EIB benefits and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.33 hours of work, and a “year” shall be defined as two thousand and eighty (2,080) hours of work. For purposes of computing longevity (wage) increments and PTO progression steps, a “year” shall be defined as one thousand six hundred and sixty-four (1,664) hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing PTO/EIB benefits within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled or who go home early because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of two thousand and eighty (2,080) paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience. Nurses first employed during the term of this Agreement shall be compensated at a salary level in accordance with the following plan:

8.3.1 All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale.

8.3.2 For purposes of this section, continuous recent nursing experience shall be defined as clinical nursing experience in any role that required RN licensure without a break of more than two (2) years in nursing experience which would reduce the level of nursing skills as determined by the Employer.

8.3.3 Recognition of Previous Experience. In the interest of fairness and administrative efficiency the following guidelines will govern the wage step adjustment process:

- a) Nurses whose prior RN experience is directly relevant to current patient care will receive year-for-year credit for all continuous recent nursing experience as defined in Section 8.3.2.
- b) New hires whose prior RN experience included a break of more than two (2) years which would reduce the level of nursing skills will receive year-for-year credit for their RN experience but will not receive credit for any years during the breaks from nursing experience.

- c) If the years of prior experience were worked at less than full-time (0.8 FTE, or equivalent, or more) then the nurse will receive one (1) year of credit for every two (2) years of prior experience.
- d) Total months of credited prior experience shall be added together and divided by twelve (12). Years will be rounded down to the next whole year. A nurse will be considered to have worked a full month in any month the nurse performed work in a role that required RN licensure.
- e) The existing appeals process established by the Conference Committee, including advisory nurses, will be continued to address any claims that the nurse's step adjustment was not calculated correctly.

8.4 Charge Nurse/Coordinator Premium Pay. A Staff Nurse assigned to Charge Nurse/Coordinator shall be compensated at the Charge Nurse/Coordinator rate of pay of Two Dollars and Fifty Cents (\$2.50) per hour.

8.4.1 Temporary Charge Nurse/Coordinator Assignment. A Staff Nurse assigned the responsibilities of the Charge Nurse/Coordinator shall be compensated at the Charge Nurse/Coordinator rate of pay during the period of assignment.

8.5 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of Four Dollars (\$4.00) per hour of standby duty. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Standby pay shall be paid in addition to callback pay.

8.5.1 In addition, on a quarterly basis, if a nurse has been placed on standby status for over three hundred (300) hours for the quarter, the nurse shall receive an additional Five Dollars (\$5.00) per hour for all such standby hours over three hundred (300) for the quarter.

8.6 Shift Differential. Evening shift begins at 1500 and ends at 2300. Night shift begins at 2300 and ends at 0700.

- With the exception of those nurses working in the departments/units listed below, Eight (8) Hour Nurses, Ten (10) Hour Nurses, and Twelve (12) Hour Nurses shall be paid evening shift differential for all hours worked between 1500 and 2300 and shall be paid night shift differential for all hours worked between 2300 and 0700.
- Nurses who work in departments/units that operate Monday – Friday during daytime hours in the following units/departments shall not receive evening or night shift differentials. These include Cardiopulmonary Rehabilitation, Diagnostic Imaging, Oncology, Pre-Anesthesia Clinic and Nurse Education. Nurses shall be paid at the shift differential rate when they float to departments not listed in this section.

Evening shift differential shall be paid at the rate of Three Dollars and Twenty-Five Cents (\$3.25) per hour. Night shift differential shall be paid at the rate of Four Dollars and Seventy-Five Cents (\$4.75) per hour.

8.7 Certification/Nursing Degree(s) Premium. Nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar (\$1.00) per hour for all hours worked, including those hours worked in another area if required by the Employer to float to that area. A nurse shall be eligible to receive only one (1) certification premium at any given time.

8.7.1 A nurse with a Bachelor's Degree in Nursing and/or Master's Degree in Nursing shall, for all hours, receive a total premium of One Dollar (\$1.00) per hour for each such degree.

8.7.2 If a nurse has both an applicable Certification and both Nursing Degrees, as previously described in this Section, the nurse shall receive a total premium of Three Dollars (\$3.00) per hour for all hours worked.

8.8 Preceptor Premium. Nurses designated by the Employer as Preceptors will be paid a premium of One Dollar and Fifty Cents (\$1.50) per hour for all hours worked as Preceptor.

8.9 Class Trainer Premium. The Hospital will pay a premium of one dollar and fifty cents (\$1.50) per documented hour to nurses who prepare for and lead mandatory continuing education classes to other Island Health nurses as part of the Island Health training program for nurses. The nurse receiving the premium must carry a regular patient load as the nurse's primary duties, and must be an experienced nurse proficient in clinical teaching who leads the class and is responsible for planning, organizing, teaching, and evaluating nurses who attend the class.

ARTICLE 9 PAID TIME OFF

9.1 Paid Time Off Program. Effective January 1, 2024, the Paid Time Off (PTO) program provides eligible nurses with appropriate compensation during holidays and vacation time pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse's personal needs or desires. PTO applies to nurses with an FTE status of .5 and above. Per Diems and nurses with an FTE status of less than .5 shall be paid time and one-half (1½x) when a recognized holiday, defined herein by Section 9.7, Work on Holidays, is worked.

9.2 Amount of PTO. After completing ninety (90) calendar days of employment, nurses shall be eligible to receive PTO benefits accrued from date of hire according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>
	<u>Maximum Hours & Accrual Rate</u> <u>[Hours/Hours Worked]</u>
0-3	148 (.07115/hour worked)
4-5	188 (.09038/hour worked)

6-7	196 (.09423/hour worked)
8-9	204 (.09808/hour worked)
10-14	228 (.10962/hour worked)
15-16	252 (.12115/hour worked)
17-20	260 (.12500/hour worked)
20+	268 (.12885/hour worked)

Part-time nurses accrue according to the above schedule based on hours worked and paid per pay period. Nurses may use PTO benefits to the extent accrued in increments of not less than fifteen (15) minutes up to the equivalent of their regularly scheduled shift. In all cases, PTO shall only be payable for regularly scheduled days of work. Nurses also may use PTO hours to the extent accrued for any recognized holidays that occur during the probationary period.

9.3 PTO Scheduling. The Employer shall retain the right to determine policies of scheduling of PTO. Nurses shall present written requests electronically to the Nurse Manager for PTO as far in advance as is possible but not less than the first (1st) day of the month immediately preceding the month in which the schedule becomes effective for a Nursing Department. Nurses shall be notified electronically by email within two (2) weeks after the request is submitted whether the PTO is approved. PTO days off on the work schedule shall be posted electronically by the Nurse Manager by the fifteenth (15th) day of the month immediately preceding the month in which the schedule becomes effective. In the case of conflicting requests by nurses for PTO or limitations imposed by the Employer on PTO requests, approval shall be granted on a first-submitted-first-approved basis, provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. PTO requested during the Thanksgiving, Christmas or New Year's holiday periods shall be assigned on a rotational basis. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after PTO. Nurses shall not be required to find their own replacements for any PTO requests, unless a PTO request is submitted after the final work schedule has been posted by the Nurse Manager under Section 7.11, Work Schedules.

9.3.1 PTO Use for Unanticipated Medical Reasons. PTO may be used for unanticipated medical reasons (i.e., sickness, injury, or emergency medical treatments) only after a nurse exhausts accrued sick leave under Article 9.10. Any payment of PTO due to unanticipated medical reasons shall be subject to immediate notification of absence, which shall be given by the nurse to the Employer as soon as possible on the first day of absence. In cases of suspected abuse or fitness for duty matters, the Employer reserves the right to require reasonable written proof of illness, which permits the Employer to require a physician's statement.

9.4 PTO Pay. PTO pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's normal rate of pay.

9.4.1 Except for scheduled and approved leave pursuant to Section 12:8, Personal Leave, before a nurse can be granted unpaid time off, a nurse must have used the balance of the nurse's accrued paid time off (PTO). Nurses not scheduled to work on a holiday are not required to use PTO.

9.5 Payment Upon Termination. After completion of six (6) consecutive months of employment, nurses shall be paid upon termination of employment for any PTO hours earned but not used unless the nurse fails to provide the Employer with the required thirty (30) days' prior written notice of intended resignation.

9.6 PTO Accumulation. PTO credits may be accumulated up to a maximum of one year's accrual. Hours over the maximum accrual shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one (1) such type of unusual circumstance. The Hospital shall keep nurses informed of accumulated PTO accruals through its electronic timekeeping system, a nurse is responsible to monitor PTO accrual levels, and a nurse shall not lose accrued PTO without a reasonable opportunity to take the PTO. When a nurse advances to the next wage increment step, the Hospital shall inform a nurse electronically by email of the nurse's PTO accrual level and maximum permitted during the year.

9.7 Work on Holidays. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of this Section only, Christmas Day shall be defined as the hours between 3 p.m. of December 24th and 11 p.m. of December 25th of each year.

9.8 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses. Hours scheduled on the holiday, but not worked, shall count as hours worked for the purpose of holiday rotation for the next year's rotation. The planning calendar for holidays shall be posted not later than August 1.

9.9 Designation of Holidays. The Conference Committee shall be responsible for determining when holidays shall be observed on evening and night shifts. Such determination shall be made on a hospital-wide basis and for the duration of this Agreement.

9.10 Paid Sick Leave. Effective January 1, 2024, all employees shall accrue paid sick leave at the rate of one (1) hour for every forty (40) hours worked (.02500 hours/hours worked) as required by Washington State law from date of hire. A nurse will be allowed to accumulate per law and carry over no more than forty (40) hours as of January 1st of each year. Should a full-time or part-time nurse convert to per diem status, any hours accumulated before the position change will not be eliminated and will be available to use so long as the nurse remains a per diem. Paid sick leave may be used for mental or physical illness, injury, or health conditions requiring medical diagnoses or preventative medical care; if a family member needs care for a mental or physical illness, injury, or health condition; if their workplace or child's school or place of care has been closed for any health-related reason by order of a public official; if the nurse is absent for reasons that qualify for leave under Washington's Domestic Violence Leave Act; or for any other reason protected by Washington's Paid Sick Leave Act.

9.10.1 Hours in excess of forty (40) that are not carried over to paid sick leave from one calendar year to the next shall roll over into the employee's PTO bank. In lieu of this, a nurse may

elect to cash out the excess sick leave, such election to be made in the last pay period of the calendar year. The PTO bank will be supplemented, or the cashout will be paid, in the first full pay period in January of each year.

9.10.2 Notice. A nurse must provide at least ten (10) days' notice of *foreseeable* leave, or as soon as practicable if such notice is not possible. If the need for leave is *unforeseeable*, the nurse must notify their supervisor as soon as possible before the start of the shift, unless it is impracticable to do so.

ARTICLE 10 EXTENDED ILLNESS BANK

10.1 General. The Extended Illness Bank (EIB) Program provides all eligible nurses with compensation for illness and/or injury, for themselves, for their seriously ill spouses and spousal equivalents, and for their dependent children, as required by this Agreement and subject to related Employer policies. EIB applies to nurses with an FTE status of .5 and above. Article 10, Extended Illness Bank, shall not apply to Per Diems or a nurse with an FTE status of less than .5. In all cases, EIB shall only be payable for regularly scheduled days of work.

10.2 EIB Accumulation. Full-time and part-time nurses earn EIB from their date of hire; however, a nurse is not eligible to use EIB until completion of ninety (90) calendar days of employment. Nurses shall accumulate paid EIB benefits at the rate of one-half ($\frac{1}{2}$) days ([four (4)] hours) for each month of continuous employment, up to a maximum accumulation of five hundred twenty (520) hours. This rate of accrual shall be pro-rated for part-time nurses. EIB benefits accrued beyond five hundred twenty (520) hours shall be converted to cash on an annual basis at the rate of fifty percent (50%) of the excess accrued. Nurses who leave employment in good standing at the Hospital after fifteen (15) or more years of service with Island Hospital shall have their EIB benefits accrued beyond four hundred and fifty (450) hours converted to cash at the rate of fifty percent (50%) of the excess accrued.

10.3 Notification. Any payment for time off due to unanticipated medical reasons (*i.e.*, sudden sickness, injury or emergency medical treatment) shall be subject to immediate notification of absence and expected duration which shall be given to the Employer either electronically or in hard copy as soon as possible on the first day of absence, and shall be updated by the nurse as the nurse's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. Personnel Action Request (PAR) forms shall be utilized or nurses should include the same information in an email to their supervisor. In addition, where use of EIB can be planned and scheduled in advance, the nurse shall notify the Employer as soon as possible.

10.4 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of illness.

10.5 Use of EIB. EIB benefits shall be paid at the nurse's normal rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the nurse and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth (but excluding nonmedical child care and

breast feeding) and leave necessary for the care of a seriously ill spouse or spousal equivalent or a child under the age of eighteen (18) with a health condition requiring treatment or supervision only after sixteen (16) consecutive scheduled hours are lost from the nurse's regular work schedule. In addition, an employee shall have access to PTO and EIB to care for:

1. An employee's child who has a health condition requiring treatment or supervision ["Child" means a biological, adopted, or foster child, a step child, a legal ward, or child of a person standing *in loco parentis* who is: under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability]; or
2. For a family member with a serious health condition and/or emergency condition who is (a) A spouse or spousal equivalent; (b) Parent; (c) Parent-in-law; or (d) Grandparent of the employee.

(The Employer may require reasonable written proof, including a physician's statement at the Employer's discretion.) In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for the nurse, not to be mistaken for a normal five (5) day work week schedule. For example, if an eight (8) hour nurse is scheduled to work Sunday, Monday, Tuesday, Thursday and Friday in a given week, and the nurse reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the seventeenth hour of illness on the regularly scheduled Thursday. Once forty (40) hours or five (5) eight (8) hour days of EIB are used for a single illness, the Employer will retroactively apply the EIB to the first hour of illness and restore the utilized sixteen (16) hours to the nurse's PTO accrual.

10.5.1 Periodic Use of EIB Benefits. In certain cases, nurses may use EIB benefits on a periodic basis after the second consecutive work day (or sixteenth hour) lost. Such cases would include employees returning to work part-time (transitioning back to work), employees receiving intensive, ongoing treatment, situations where a nurse or a dependent child has multiple absences for a single illness or situations in which a nurse returns to work after using EIB benefits but the nurse's condition worsens. The Employer reserves the right to require reasonable written proof in such cases, including a physician's statement.

10.6 Worker's Compensation. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular EIB/PTO pay benefits otherwise payable.

10.7 PTO/EIB Conversion. In the event of serious illness or injury while a nurse is on a regularly scheduled vacation under PTO, the nurse may request conversion of PTO actually used to the nurse's EIB. To be eligible for this status, the illness or injury must be of the nature that it requires the attention of a doctor, the illness or injury must be confirmed in writing by the treating physician, it must have lasted more than two (2) consecutive days [or sixteen (16) consecutive hours] and the nurse must have been rendered either immobile, housebound or hospitalized for each day they request EIB payment. A nurse requesting such a leave conversion must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to

work from vacation to the Department Head that explains the circumstances (the Employer may require reasonable written proof, including a physician's statement at the Employer's discretion).

10.8 Nurses will not be disciplined or downgraded on their evaluations for legitimate use of pre-planned and pre-approved accrued PTO or legitimate use of sick leave and EIB. In cases of excessive absenteeism that are not protected by law, the Employer may take appropriate action, *e.g.*, counseling, referral, leave status and/or discipline.

ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL

11.1 Seniority. For the purposes of Article 11, SENIORITY, LOW CENSUS, LAYOFF AND RECALL, seniority shall be determined by a regular nurse's most recent date of hire by the Employer as a full-time or part-time registered nurse and shall be administered on a hospital-wide basis. (Section 11.4, Layoff, Recall, and Restructure presents the application of such seniority rights.)

11.2 Low Census. The Employer shall continue its efforts to provide at least two (2) hours' prior notice of low census day off. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, volunteers being sought and considered first. Nurses will also be offered the option to float to areas where they are needed and qualified as determined by the Employer on the basis of relevant criteria. Regular full-time and part-time nurses will be given priority over casual and/or per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria. Regular nurses employed by the Hospital shall have priority over travelers and registry nurses for filling regularly scheduled staffing needs.

The order of low census call off shall be:

1. All statutory overtime,
2. Voluntary or requests in order of request,
3. Agency Personnel;
4. Staff working an extra shift, which was requested after the schedule was posted,
5. Temporary Nurses,
6. Per Diem Nurses,
7. Staff working an extra shift, which was requested before the schedule was posted, and
8. Equitable rotation of full-time and part-time staff based on the number of hours each nurse has in mandatory low census.

11.2.1 Mandatory Low Census. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period (January 1 through June 30, and July

1 through December 31). Generally, low census is house-wide, meaning there is only one (1) forty-eight (48) hour cap. However, there shall be no such limit for nurses in a unit that has been mutually agreed by the Association and the Hospital to be identified as a “closed” unit. Low census hours (mandatory and voluntary) will be tracked by the Director of each Department. (Low census standby and low census hours requested by the Hospital will be counted as mandatory low census. Low census or standby requested by the nurse will be counted as voluntary low census.) The nurse may request his/her manager or nursing office staff to determine accumulated hours and the nurse’s place in rotation in relation to other core staff on the nurse’s unit.

11.2.2 Report Pay. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours’ report pay at the regular rate.

11.2.3 Low Census Standby. Low census standby will be voluntary, subject to discussion of the necessity for mandatory standby at Conference Committee if the voluntary system is judged to not meet staffing needs. All nursing staff will be paid time and one-half (1½x) for all hours worked, with a minimum of two (2) hours, when called back to work from low census standby.

11.3 Election of Layoff. Upon a majority request of the bargaining unit members of the Conference Committee, a secret ballot election will be conducted to determine whether a majority of the nurses eligible to vote believe that a layoff should occur instead of continuing low census days. The timing and procedures for conducting such an election, as well as voter eligibility, shall be determined by the Conference Committee. At least sixty percent (60%) of those eligible to vote must vote to validate the election, and a majority of those eligible to vote shall be determinative. A vote in favor of a layoff shall be honored by the Employer. The Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate.

11.4 Layoff, Recall, and Restructure. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, seniority shall be controlling in layoff and recall, and restructure.

11.4.1 Definitions.

Layoff: Mandatory full or partial reduction in nurse FTE(s).

Restructure: Reallocation of nurses within a unit or units resulting in a mandatory shift change, mandatory change in unit assignment, or realignment of unit structure (such as unit consolidation or merger). If restructure results in a layoff of one (1) or more nurses then the provision of layoff rights will apply.

11.4.2 Seniority Application. In exercising its judgment, the Employer may take into consideration all of the various services provided to Hospital patients. Subject to the above qualification, the principle of seniority shall be recognized to the extent practical and feasible, keeping patient care considerations in mind at all times. Restructures shall be limited to the unit determined to be restructured.] The principles of Section 11.4, Layoff, Recall, and Restructure, shall be applied in the following procedures:

11.4.3 Vacant Position Posted. Prior to implementing a layoff or restructure, the Employer shall post any vacant positions it deems necessary to be filled according to Section 13.2, Job Posting.

11.4.4 Notice/Meeting. In the event of a layoff or restructure, the Employer shall contact the Local Unit Chairperson and the Association by written notice at least thirty (30) calendar days prior to the event, providing the planned units, shift(s), number of full time equivalent positions (FTE's) to be affected, and the nurses identified to be laid off or have a position restructured. The Employer and the Association shall meet within fourteen (14) calendar days following such notice to discuss the timing and procedures for effecting a layoff or restructure. Nurses who are to be laid off or have a position restructured shall be given no less than fourteen (14) calendar days' advance written notice by the Hospital.

11.4.5 Seniority Roster. A seniority roster (including nurse unit, shift, FTE status and hire date) will be transmitted to the Local Unit Chairperson and Association at the time of written notice under Section 11.4.4, Notice/Meeting.

11.4.5(1) Seniority Roster and Restructure. For a restructure, the roster shall only list nurses by inverse seniority in the restructured unit.

11.4.5(2) Seniority Roster and Layoff. The roster shall only list nurses who are not in closed units by inverse seniority hospital-wide.

11.4.6 Restructure or Layoff Implementation.

11.4.6(1) Restructure. For a restructure within any unit, the position(s) of the nurses affected by the restructure in that unit shall bid on the restructured positions by order of seniority and the principles of Section 11.4.2, Seniority Application. Such nurses may also elect to transfer to Per Diem status.

11.4.6(2) Layoffs. The position(s) of the least senior nurse(s) shall be reduced-in-force hospital-wide until the Hospital-determined position reductions have been accomplished.

11.4.7 Displaced Nurse Rights. A nurse holding a position to be reduced-in-force by layoff or subject to restructure shall be considered a "Displaced Nurse." A Displaced Nurse shall have the following rights, so long as the Displaced Nurse has been employed in the nurse's current position in the affected nursing unit at least six (6) months and the Hospital determines that the nurse can fully function independently in that nursing unit:

- (a) A Displaced Nurse in a layoff in other units may look to the position of the least senior nurse(s) within the nurse's unit on other shifts and bump into that position. If such least senior nurse has a lower FTE status, then the Displaced Nurse may also bump into the position of the next least senior nurse on other shifts within the nurse's unit, so that the Displaced Nurse retains a position with an equivalent FTE status.

OR

- (b) A Displaced Nurse in a layoff in other units may alternatively look to the position of least senior nurse hospital-wide in any unit, and bump into that position, so long as the Hospital determines that the nurse can fully function independently in that nursing unit [requirement of six (6) months in current position shall not apply]. If such least senior nurse has a lower FTE status, then the Displaced Nurse may also bump into the position of the next least senior nurse hospital-wide, so that the Displaced Nurse retains a position with an equivalent FTE status.

A Displaced Nurse may only elect to bump into that portion of the position equal to the Displaced Nurse's FTE status prior to being displaced. (A nurse who is bumped from a position by a Displaced Nurse becomes a Displaced Nurse with the same rights under this Section.) Following the bumping process, the layoff or restructure shall proceed with the least senior Displaced Nurse.

11.4.8 Nurse May Choose Layoff. A Displaced Nurse identified for layoff may choose to be laid off rather than exercise seniority and bumping rights. This shall not affect such a nurse's reinstatement rights status in Section 11.4.10, Reinstatement Roster.

11.4.9 Laid Off Nurse and Per Diem Work. A Displaced Nurse who has been laid off may elect to transfer to Per Diem status while waiting to obtain a regular position. (The nurse shall indicate in writing the shifts and units where the nurse feels qualified to work.) This shall not affect such a nurse's reinstatement rights under Section 11.4.10, Reinstatement Roster. Such a laid off nurse in Per Diem status shall be given first opportunity to work an extra shift before the shift is offered to other Per Diem nurses. To the extent feasible, such shifts will be offered by seniority prior to layoff, but worked Per Diem shifts by such a laid off nurse may be up to, but not exceeding, the nurse's FTE status prior to layoff. Such Per Diem work shall not be deemed a reinstatement under Section 11.4.10. The special rights of this Section 11.4.9, Laid Off Nurse and Per Diem Work, shall apply for up to twelve (12) months. Thereafter, the nurse shall be treated equally with other Per Diem Nurses.

11.4.10 Reinstatement Roster. The names of affected nurses will be placed on a reinstatement roster for a period of up to twelve (12) months after layoff or restructure. A nurse shall be removed from the roster upon accepting employment in a position with the same shift and status, upon refusal to accept a position with the same shift and status, or at the end of the twelve (12) month period. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff or restructure change, providing skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria. Subject to the above qualification, nurses on the reinstatement roster will be offered reinstatement prior to any nurses being newly hired and prior to increasing scheduled hours of nurses not on the roster. Upon reinstatement from the roster, the nurse shall have all previously accrued benefits and seniority restored, subject to benefit plan eligibility requirements. A nurse who is laid off will have the option at the time of layoff to receive accrued but unused paid time off (PTO) and may continue group insurance coverage at the nurse's expense, subject to insurance plan eligibility requirements.

11.5 Loss of Seniority. Seniority shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

ARTICLE 12 LEAVES OF ABSENCE

12.1 Requests for Leaves. All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days.

12.2 Family and Medical Leave. As required by federal law, upon completion of twelve (12) months of employment, which need not be consecutive, any employee who has worked at least one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse, registered domestic partner (as defined under Washington law), or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. If a particular period of leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) and state law and/or other provisions of this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, Family or Medical leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave when the leave is foreseeable. Upon written request, a nurse shall be granted up to an additional fourteen (14) weeks of unpaid non-FMLA parenting leave. The family leave required by the federal Family and Medical Leave Act of 1993 shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth pursuant to RCW 49.78 005(2).

12.2.1 Family and Medical Leave Related to the Active Duty Service Exigency of a Family Member. 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, registered domestic partner (as defined under Washington law), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

12.2.2 Family and Medical 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, registered domestic partner (as defined under Washington law), 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 duty 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.

12.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted with pay and without loss of benefits up to a maximum of twenty-one (21) days per calendar year, and shall not be considered part of the earned annual vacation time.

12.3.1 Military Spouse 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 registered domestic partner (as defined under Washington law) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, annual leave, 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 or domestic partner will be on leave or of an impending call to active duty.

12.4 Study Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital services.

12.5 Education Time. In this Section 12.5, Education Time, and Section 12.5.1, Non-Mandatory Continuing Education Expenses, "nurses" is defined as regular full-time and part-time nurses and Per Diems who have worked at least four hundred and seventy-five (475) hours in the current or prior calendar year, including low census and call hours. Nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs; provided the number of nurses wishing to attend does not jeopardize Hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. Upon request nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their certification. Attendance at courses required by the Hospital, such as Advanced Cardiac Life Support (ACLS), will be paid at the appropriate rate of pay.

12.5.1 Non-Mandatory Continuing Education Expenses. Annually the Hospital shall determine its budget for non-mandatory continuing education program expenses for nurses. After determining that total annual budgeted amount, it shall be allocated pro rata for budget planning purposes based on the number of nurses that has been projected for the upcoming calendar year. The nurses shall be notified of the annual pro rata amount by January 1 of each year. It is understood that during the year, the Hospital may reduce this total budgeted amount allocation based on its determination of the Hospital's actual financial performance. In all cases, any

reimbursement will be subject to a nurse's advance written request to the Nurse Manager, specific course approval by the Nurse Manager, and subsequent proof of the nurse's satisfactory attendance.

12.6 Health Leave. After completion of the probationary period, a leave of absence without pay for up to six (6) months without loss of accrued benefits shall be granted for health or disability reasons. After one (1) year of continuous employment, a nurse who has been granted a health leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse's absence from work for health reasons does not exceed twelve (12) weeks. Thereafter, for the six (6) months' leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. During the health leave, the nurse may use sick leave during the period of disability and vacation thereafter to the extent accrued.

12.7 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal straight time pay.

12.8 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request, provided such leave does not jeopardize Hospital service.

12.9 Bereavement Leave. In the case of death in the immediate family, leave with pay shall be granted for bereavement and funeral attendance purposes in accordance with the following schedule. For family members set forth below, not more than the nurse's regular rate of pay for the following number of regularly-scheduled work days within any seven (7) day period provided the employee has discussed this with, and received approval from, their manager:

<u>Family Member</u>	<u>Regularly Scheduled Work Days</u>	<u>Period</u>
Spouse/Spousal Equivalent	5	7
Child/Step Child	5	7
Parent/Step Parent/Child's Parent	4	7
Sibling (Including in-laws)	4	7
Spouse's Parent	4	7
Grandchild	4	7
Grandparent	4	7

12.10 Paid Leave. A leave of absence with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer, and reinstatement to the same scheduled number of hours, shift and unit shall be guaranteed.

12.11 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening for which the nurse is qualified except as otherwise provided herein.

12.12 Worker's Compensation. Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status. Nurses receiving industrial insurance benefits for more than twelve (12) weeks shall have first choice on the first available similar opening on the same shift for which the nurse is qualified.

12.13 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. This leave is unpaid unless the nurse uses any available paid leave time (e.g., PTO, EIB). The nurse must provide advance notice of need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding such notice, the nurse or their designee must provide the Hospital notice of the need for such a leave no later than the end of the first day that the employee takes such leave. If the Hospital requests, the nurse may be required to provide verification of the need for such leave (e.g., police report, court order, the nurse's own written statement, or documentation from a clergy member, victim advocate, attorney, health care provider or other professional). If the Hospital requests, the nurse may be required to provide verification of the familial relationship (including, but not limited to, a statement from the employee, a birth certificate, a court document, or other similar documentation). 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. For purposes of this section, "family member" includes a nurse's child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or a person whom the nurse is dating. The Employer shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure, the disclosure is required by a court order, or the disclosure is required by applicable federal or state law.

ARTICLE 13 EMPLOYMENT PRACTICES

13.1 Personnel Files. Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third-party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and formerly employed nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. Nurses shall have the right to review and comment on disciplinary documents in their personnel file at the time of placement in their file, with any comments submitted within seven (7) days of the placement of the documents in their personnel file, and to request removal of warning notices after three (3) years, if no further written disciplinary action for the same reason has occurred during this three (3) year period. Removal shall be at the discretion of the Employer. If a nurse believes that any material placed in their personnel file is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted electronically at least seven (7) calendar days in advance of permanently filling the position in order to afford

presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service; providing the skill, ability, experience, competence or qualifications of applicants and replacements are not overriding factors. The Employer shall make every effort to facilitate the movement of nurses between shifts, if desired by the nurse. When a posted position is filled, a nurse who is selected may not transfer to another vacancy for six (6) months from the date of commencing work in the filled position, unless the Hospital determines there is an operational need for an exception. A current Hospital nurse not selected shall be issued a letter briefly describing why the nurse was not selected.

13.2.1 Temporary Nurses. The Hospital may post temporary positions of no longer than six (6) calendar months' duration. If a temporary position is to continue beyond the conclusion of the six (6) month period, the Hospital will post the position in accordance with Section 13.2, Job Posting, above.

If a current employee fills a temporary position, the employee shall continue to accrue seniority and to retain benefits held or accrued in the prior position. If a new hire fills the position, the employee will not accrue. If the new temporary employee thereafter is hired as a full-time, part-time or Per Diem nurse, their seniority will begin to accrue upon commencement of work in that position. Every thirty (30) days the Hospital will provide to the Association a list of all nurses occupying temporary positions.

13.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at all contract-defined committee meetings.

13.4 Employee Facilities. The Employer shall provide restrooms and adequate facilities for meal breaks and lockers shall be made available if they are currently being provided.

13.5 Travel. When a nurse covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off hospital premises, the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing whenever possible.

13.6 Personnel Action Forms. Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, or shift, and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one (1) copy of the form.

13.7 Orientation. Nurses will be required to work only in those areas within the Hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented.

Orientation participants will be dedicated to the orientation program as defined by the Education Committee.

13.8 Payroll Records. Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, PTO accrued, sick leave accrued, and EIB accrued.

13.9 Performance Evaluations. A written performance evaluation shall be conducted at the end of the probationary period and thereafter on a periodic and regular basis. Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation. Probationary nurses will be given a preliminary evaluation halfway through their probationary period.

13.10 Mileage. When a nurse covered by this Agreement is required by the Employer to use the nurse's personal vehicle to perform patient care services or to drive between hospital facilities, the nurse shall be considered in the employ of the Employer, all provisions of this Agreement shall apply, and the nurse shall be reimbursed for mileage at the rate established by the Internal Revenue Service.

ARTICLE 14 HEALTH AND INSURANCE BENEFITS

14.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer's group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (0.6 FTE status or more) for RN self-coverage under the lowest cost premium health insurance plan that it offers, which is not a consumer driven health plan. As for other eligible part-time nurses, the Employer shall pay one-half (½) the full-time employee rate and the nurse shall pay the other one-half (½) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17, No Strike – No Lockout, shall not apply for a period of thirty (30) days after impasse.

14.1.1 Insurance Reopener. Either party may give written notice to the other party no later than thirty (30) days in advance of October 1, 2024, for the sole purpose of negotiating changes to Article 14 – Health and Insurance Benefits.

14.2 Tuberculosis Tests. At the time of employment or as may be required by the Employer, the Employer shall arrange for nurses to take a Tuberculosis (TB) skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest

X-ray, and annually thereafter as is required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's Hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 Health Tests. Nurses shall be entitled to routine blood examinations, including lipid panel, CBC, CMP, and urinalysis performed annually at the Employer's Hospital without cost.

14.4 Life Insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17, No Strike – No Lockout, shall not apply for a period of thirty (30) days after impasse.

14.5 Island Hospital Medical Discount. When a nurse has medical care provided at Island Hospital or any primary care clinic, the nurse shall be eligible to receive a twenty percent (20%) discount on the patient responsibility portion (after insurance has processed) of the final hospital bill, if (a) the bill is paid in full within thirty (30) calendar days of the first statement of the patient responsibility of the bill (unless a payment plan has been mutually agreed to) and (b) the nurse has no outstanding balance owed to the Hospital [or payment plan account(s) in default].

ARTICLE 15 RETIREMENT PLAN

15.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement plan. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17, No Strike – No Lockout, shall not apply for a period of thirty (30) days after impasse.

ARTICLE 16 COMMUNICATIONS

16.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least quarterly and shall consist of representatives of management and up to five (5) representatives of the nurses covered by this Agreement. All members of the Committee shall be employees of the Employer, though an Association representative may attend (the representative will not count against the five (5) person limit). A nurse committee member shall be compensated for time in attendance and shall coordinate release time requests in advance with the nurse's Department Manager. [A semi-annual topic (January and July) shall be a review of the use of Per Diem Nurses and nurses working above their FTE and the potential need to post additional FTE's.]

16.2 Nurse Practice/Patient Care Committee. A Nurse Practice/Patient Care Committee shall be instituted and maintained in the Employer's Hospital and meet at least once quarterly. This Committee shall include at least five (5) Registered Nurses selected by the Association and at least one (1) representative of the Employer. The purpose of this Committee is to discuss and improve nursing practices in the Hospital. The Committee shall develop specific objectives and operating procedures subject to review by the Conference Committee. This Committee shall be advisory. The Committee shall select its own chair.

16.3 Education Committee. An Education Committee shall be instituted and maintained in the Employer's Hospital and meet at least quarterly for not less than two (2) hours per quarter. The Hospital will allow for Education Committee members' work schedules to accommodate the additional responsibilities of the Committee. The Education Committee shall function as a sub-committee of the Conference Committee and be accountable to the Conference Committee. The members of the Committee commit to report to the Conference Committee and to promote the combined interests of the Hospital and the Association. The Education Committee shall develop specific objectives and operating procedures subject to review by the Conference Committee.

The Committee will consist of a Chair holding at least a .2 FTE position as RN Education Coordinator. In addition, the Committee shall include six (6) Staff Nurses, one (1) from each patient care department, who are appointed by the Education Committee and the Conference Committee. Committee Members will be paid at their regular rate of pay for their work on the Committee, and shall coordinate release time requests in advance with the nurse's Department Manager. The Committee will continue to develop operating procedures and design education programs to meet the interests defined in Section 19.2, Staff Development, Education and Training, of the Agreement. The Committee will evaluate the preceptor program to determine what changes need to be made or additions would be needed to improve the program for both preceptors and preceptees. Committee rotation shall function as follows: term of commitment shall be two (2) years with three (3) of the six (6) members rotating off the Committee annually during the fall quarter. The Committee will solicit new members interested in Committee membership. If a member who is rotating off wishes to remain on the Committee the member may indicate such interest to the Committee Chair. The member will then be included in the selection process. The Education Committee will make recommendations for membership to be approved by the Conference Committee.

16.4 Health and Safety. The Hospital will maintain reasonable conditions of health, safety and sanitation including compliance with Federal, State and Local laws applicable to the safety and health of its employees. Nurses shall not perform tasks that endanger their health or safety if such work or tasks are not inherent to reasonably prudent nursing practice. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols shall be furnished and, where feasible, utilized. The Hospital will provide nurses with adequate training on the proper use of proper work methods and protective equipment required to perform hazardous duties. The Hospital will continue its Employee Safety Committee in accordance with existing regulatory requirements including representation by bargaining unit RNs selected by WSNA, who will coordinate release time requests in advance with the nurses'

Department manager. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital on education and preventative health measures of the workplace and its employees. It is a nursing as well as a management responsibility to report unsafe conditions by using the QA Memo or other appropriate method. Safety Committee minutes, including remedies, will be posted electronically.

16.4.1 Ergonomic Evaluations. The Hospital will continue its practice of providing an ergonomic evaluation by a Hospital-assigned Physical Therapist, if a nurse makes a written request for such to the nurse's Department Manager.

16.5 Workplace Violence. The Hospital will provide a safe environment free of recognized hazards to nurses encompassing a policy of zero tolerance for workplace violence (including verbal and nonverbal physical threats and sexual violence) by patients or visitors. Signs shall be posted prominently throughout the organizations, including clinical departments, stating this policy. Nurses shall not be retaliated against for reporting incidences of workplace violence.

ARTICLE 17 NO STRIKE - NO LOCKOUT

17.1 No Strike - No Lockout. The parties to this Agreement realize that the Hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

18.2 Step 1 - Nurse and Immediate Supervisor. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse shall first submit it in writing to their immediate supervisor within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. The supervisor shall have a conversation with the nurse and a WSNA officer within seven (7) days of receiving the grievance. The supervisor shall respond in writing within seven (7) calendar days.

18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nursing Officer. If the matter cannot be resolved informally and it is the nurse's desire to proceed further, the nurse shall submit

the grievance in writing to the Chief Nursing Officer, or designee, within seven (7) calendar days from the date of the Step 1 response. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. A conference between the nurse, the Local Unit Chairperson, or designee, and the Chief Nursing Officer, or designee, shall be held. The Chief Nursing Officer, or designee, shall endeavor to resolve the grievance and will respond in writing within seven (7) calendar days of its receipt.

18.4 Step 3 - Administrator and Association Representative. If the nurse is not satisfied with the reply in Step 2, the nurse may present the written grievance to the Hospital Administrator or designee and the Association representative who shall meet within fifteen (15) calendar days for the purpose of resolving the grievance. The Association may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted in writing within fifteen (15) calendar days from the date the nurses were or should have been aware a grievance existed. The Hospital Administrator or designee shall respond in writing within seven (7) calendar days after the Step 3 meeting.

18.5 Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within fifteen (15) calendar days following the date of the Hospital Administrator's or designee's response. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base their decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved they shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute their own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 19 STAFFING

19.1 Nurse Staffing Committee. The parties agree to continually work toward an equitable system of insuring adequate Registered Nurse staffing to meet patient needs. This shall be accomplished through the Nurse Staffing Committee. Purposes of the Committee shall be: 1) the development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, 2) semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital, and 3) review, assessment, and response to staffing variations or concerns presented to the committee. Standards established by the hospital accreditation organization selected by the Hospital shall be considered relevant criteria for determining appropriate staffing levels. In the development of the staffing plan, the following variables should be considered: a) census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers; b) level of intensity of all patients and nature of the care to be delivered on each shift; c) skill mix; d) level of experience and specialty certification or training of nursing personnel providing care; e) the need for specialized or intensive equipment; f) the architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment; g) staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; h) availability of other personnel supporting nursing services on the unit; i) strategies to enable registered nurses to take meal and rest breaks as required by law or the terms of the collective bargaining agreement; and j) hospital finances and resources.

At least one-half of the members of the nurse staffing committee shall be registered nurses currently providing direct patient care, one member and one alternate member from each nursing unit, who are selected by WSNA, and up to one-half of the members shall be determined by the hospital administration. A WSNA representative may attend as an observer. A nurse committee member shall be compensated for time in attendance, and shall coordinate release time requests in advance with the nurse's Department Manager. Other individuals may be invited to attend committee meetings by agreement of the committee. The committee shall meet monthly, or as otherwise agreed upon by the committee. Agendas and minutes will be developed by the co-chairs of the committee and circulated to all members at least seven (7) days in advance of each meeting.

19.1.1 If the staffing plan is not adopted by the hospital, the Chief Executive Officer (CEO) shall provide a written explanation of the reasons why the plan was not adopted to the committee. The CEO must then either: (a) identify those elements of the proposed plan being changed prior to adoption of the plan by the hospital, or (b) prepare an alternate annual staffing plan that must be adopted by the hospital.

19.1.2 A nurse who has an immediate concern regarding the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. When appropriate, the nurse should initiate an Assignment Despite Objection form to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. A registered nurse may report to the

staffing committee any variations where the nurse believes nurse personnel assignment in a patient care unit is not in accordance with the adopted staffing plan and may make a complaint to the committee based on the variations using an Assignment Despite Objection form.

19.1.3 The Nurse Staffing Committee may invite the CEO to attend the meeting to hear concerns and recommendations.

19.1.4 The Hospital will not engage in any form of retaliation against a nurse who participates in, or engages with, the Nurse Staffing Committee on matters related to Nurse Staffing Committee business.

19.2 Staff Development, Education and Training. Continuing education, cross-training to different units, orientation and mentoring programs shall be developed, offered, instituted and maintained, with programs posted in advance. Inservice education and training programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be discussed and developed by the Education Committee. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Health Care Organizations and other regulatory bodies. The Employer recognizes that the availability of continuing education opportunities for its nurses is essential to assure quality patient care. A regular and ongoing staff development program, including, as appropriate, preceptorships, residency programs, orientation programs, mentoring and cross-training programs shall be developed, maintained and made available to nurses covered by this Agreement. The existence, content, attendance and completion requirements of such programs, taking into consideration the different needs of new graduates, nurses new to the Employer's Hospital and experienced nurses being cross-trained for a new or different patient care department, shall be discussed and developed by the Education Committee for review by the Conference Committee provided for herein.

ARTICLE 20 GENERAL PROVISIONS

20.1 Savings Clause. This Agreement shall be subject to all present and future applicable Federal and State laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

20.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

20.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

20.4 Successor. This Agreement shall be binding on any successor employer, including voluntary payroll dues deduction authorizations. A successor is to promptly transmit such deducted funds to the Association after closing of the business structure change. (The Hospital shall inform a successor of this Section 20.4, of the Agreement, prior to completion of the successor business transaction.)

ARTICLE 21 MANAGEMENT RIGHTS

21.1 Management Rights. The management of the Employer's hospital and the direction of the working force, including the right and responsibility to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right and responsibility to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right and responsibility to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right and responsibility to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the Hospital.

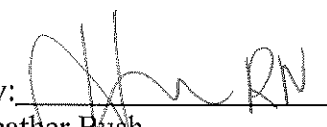
ARTICLE 22 TERM OF AGREEMENT


22.1 Duration and Renewal. This Agreement shall become effective at 12:01 a.m. on the first day of the first pay period after approval by the Hospital Board of Commissioners, following Association ratification, and shall continue in full force and effect through and including 11:59 p.m. October 31, 2026. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Agreement.

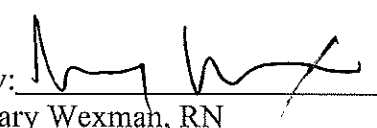
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of _____, 2023.

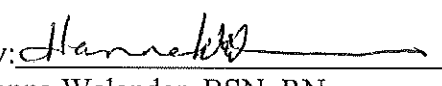
**WASHINGTON STATE NURSES
ASSOCIATION**

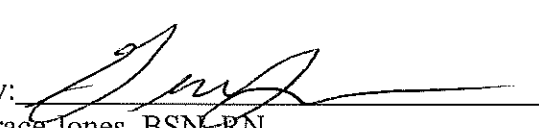
By: 
Adrian Fewing, BSN, RN
Local Unit Chair


By: 
Heather Bush
BSN, RN, Local Unit Vice Chair

By: 
Kate Scherer, BSN, RN, CEN
Local Unit Grievance Officer

By: 
Mary Wexman, RN
Local Unit Grievance Officer

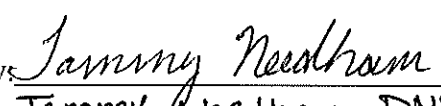
By: 
Hanna Welander, BSN, RN
Nurse Representative, WSNA

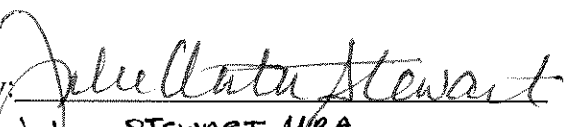
By: 
Grace Jones, BSN, RN
Nurse Representative, WSNA

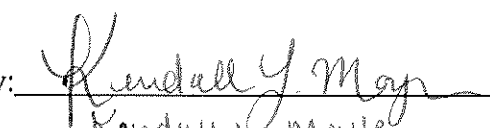
By: 
Kelly Ann Skahan
Labor Counsel, WSNA

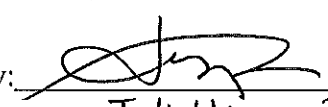
ISLAND HEALTH

By: 
Elise Cutter, MBA
Chief Executive Officer

By: 
Tammy Needham, DNP
Chief Clinical Officer

By: 
Julie Stewart, MBA
Chief Financial Officer

By: 
Kendall L. Moyle
Human Resources Manager

By: 
Jodi Yeager RN, BSN CCRN
Director, Acute Care & ICU

By: 
Margie Campbell, MSN, RN
ED Director

By: _____

APPENDIX A

ISLAND HEALTH -- REGISTERED NURSES -- MINIMUM HOURLY WAGE RATES

Effective the first day of the first payroll period beginning on or after the dates listed below, the straight time hourly wage rates will be:

Effective:	8/1/23	10/1/2023	10/1/2025
Expires:	10/31/2024	10/31/2025	10/31/2026
Raise:	10.00%	3.00%	2.00%
Base	\$35.83	\$36.90	\$37.64
1	\$37.08	\$38.19	\$38.96
2	\$38.39	\$39.54	\$40.33
3	\$39.73	\$40.92	\$41.74
4	\$41.12	\$42.35	\$43.20
5	\$42.56	\$43.84	\$44.71
6	\$44.04	\$45.37	\$46.27
7	\$45.58	\$46.95	\$47.89
8	\$47.18	\$48.59	\$49.57
9	\$48.84	\$50.31	\$51.31
10	\$50.55	\$52.06	\$53.10
11	\$50.55	\$52.06	\$53.10
12	\$52.31	\$53.87	\$54.95
13	\$52.31	\$53.87	\$54.95
14	\$54.14	\$55.77	\$56.88
15	\$54.14	\$55.77	\$56.88
16	\$55.77	\$57.44	\$58.59
17	\$55.77	\$57.44	\$58.59
18	\$57.44	\$59.17	\$60.35
19	\$57.44	\$59.17	\$60.35
20	\$59.16	\$60.93	\$62.15
21	\$59.16	\$60.93	\$62.15
22	\$60.94	\$62.77	\$64.02
23	\$60.94	\$62.77	\$64.02
24	\$62.77	\$64.65	\$65.94
25	\$62.77	\$64.65	\$65.94
26	\$64.65	\$66.59	\$67.92
27	\$64.65	\$66.59	\$67.92
28	\$66.58	\$68.58	\$69.95
29	\$66.58	\$68.58	\$69.95
30	\$67.91	\$69.95	\$71.35

ISLAND HEALTH – WSNA
MEMORANDUM OF UNDERSTANDING – 2024 SICK LEAVE TRANSITION

Effective the first full pay period in January 2024, the Employer will front-load on a one-time only basis sixteen (16) hours of sick pay for each regular full-time or part-time employee, pro-rated by FTE, to be used in case of such need. At the end of the year, the front-loaded hours will be removed from the nurse's sick leave balance. Should the nurse not have any hours in sick bank at the end of the year, the employer will deduct the front-loaded hours from the nurse's PTO bank. If there are no hours in the PTO bank, the nurse will run negative accruals until the front-loaded hours are repaid back to the hospital.

For Washington State Nurses Association

By: _____

Date: 8/29/23

For Island Health

By: _____

Date: 8/24/2023

ISLAND HEALTH - WSNA
MEMORANDUM OF UNDERSTANDING – CRITICAL SHIFT INCENTIVE

Island Hospital and WSNA agree that in response to having surpassed exceptional staffing needs as defined in Article 7.9 of the collective bargaining agreement (CBA), the Hospital has moved to critical staffing needs as a result of unanticipated employee leaves, posted positions and limited pool of available travelers.

In response, we enter into this Memorandum of Understanding to implement a temporary Critical Staffing Shift Incentive for all bargaining unit nurses of in Acute Care, ICU, Labor & Delivery, Surgical Services and the Emergency Department on a non-precedent setting basis.

During the term of this MOU, Island Hospital may designate open shifts after the schedule has posted as "Bonus" shifts to pay as defined in Article 7.9 of the CBA and nurses working these shifts shall receive an additional lump sum Critical Staffing Shift Incentive in addition to all other applicable pay which have been updated effective March 1, 2023:

- a) 20.00/hour (12 hour shift)
- b) 20.00/hour (10 hour shift)
- c) 20.00/hour (8 hour shift)
- d) 20.00/hour (6 hour partial-shift)
- e) 20.00/hour (4 hour partial-shift)

To be eligible for the Critical Staffing Shift Incentive, nurses must accept an eligible shift beyond the nurse's regularly scheduled shifts. Approved paid time off, sick leave, holidays, mandatory low census and other time off permitted under the CBA shall not disqualify a nurse from earning the extra shift incentive for an extra shift worked.

Per diem nurses will be eligible to sign up for Critical Staffing Shift Incentive if they have worked at least two (2) non-incentive shifts in the same pay period.

Island Hospital (IH) may place a nurse who has accepted an eligible shift on low census or standby according to Section 11.2 of the CBA. IH will guarantee the Critical Staffing Shift Incentive in the amount of the scheduled shift in the event the eligible nurse is placed on mandatory low census or standby. Pay at time and one half the regular rate of pay, however, shall only be available for eligible hours worked according to Section 7.9 of the CBA.

Eligible shifts will be offered to all nurses working on the unit first for a period of two days. Shifts will be awarded on a first-come basis so long as skills and ability are equal. Precedence may be given to nurses volunteering to work the length of shift needed by the employer (for example a shift may be awarded to a nurse willing to work an entire 12 hour shift over a nurse willing to cover only 8 hours of the shift) or to nurses with a 0.6 FTE or greater.

Reservation of Rights.

- a) Nothing in this MOU shall be construed to modify any rights or obligations under the CBA, except where expressly provided herein. Except as otherwise explicitly provided in this Agreement, all terms of the CBA shall remain in

effect.

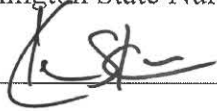
- b) Nothing in this MOU is, or shall be construed to be, a waiver of any right or obligation to bargain.

Dispute resolution. Any disputes regarding the Employer's compliance with this MOU shall be resolved in accordance with the grievance and arbitration provisions of the CBA.

This revised MOU shall become effective no later than March 1, 2023, and be in effect through March 1, 2024, unless mutually extended in writing by both parties prior to the expiration date.

For Washington State Nurses Association

By:



Date: 8/29/23

For Island Health

By:



Date: 8/24/2023