

EMPLOYMENT AGREEMENT

Between

Lewis County Hospital District No. 1

and

Washington State Nurses Association

[RNs]

July 8, 2022 – March 31, 2025

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EMPLOYMENT AGREEMENT

By and Between

**Lewis County Hospital District No. 1
Morton, Washington**

and

Washington State Nurses Association

This Agreement, reached through voluntary negotiations, is made and entered into by and between Lewis County Hospital District No. 1 (hereinafter referred to as the "Employer" or "District") and the Washington State Nurses Association (hereinafter referred to as the "Association") representing registered general duty nurses employed by the Employer, and is the sole existing employment agreement covering the bargaining unit set forth below in Article 1.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all registered general staff nurses working in any facility owned, operated or leased by the Employer.

ARTICLE 2 - MEMBERSHIP

2.1 Membership. All nurses who are covered by this Agreement may elect, but shall not be required, to become members of the Association. The Employer agrees not to actively encourage or discourage membership in the Association.

2.2 It is specifically agreed that the District assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the District harmless from any claims, actions, or proceedings by any employee arising from deductions made hereunder by the District.

ARTICLE 3 - ASSOCIATION REPRESENTATIVES

3.1 Access to Premises. The Association's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance, only after notifying the Superintendent or his/her designee. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Local Unit Chairperson(s). The Association shall have the right to select a local unit chairperson(s) from among employees in the unit. The local unit chairperson(s) shall not be recognized by the employer until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the employer, the investigation of grievances and other Association business shall be conducted only during non-working times, and shall not interfere with the work of other employees. If the local unit chairperson (or designee) participates in a representative capacity in an investigation, disciplinary, or grievance proceeding on behalf of another employee during the nurse's working time, such participation will be paid at the nurse's regular rate of pay.

3.3 Bulletin Boards. The employer shall furnish a bulletin board in a prominent place, as agreed upon between the Local Unit Chairperson and the Superintendent or his/her designee, for the use of the local unit. All materials posted on the bulletin board must, prior to the posting, be approved by the Superintendent or his/her designee and signed by a designated local unit representative.

3.4 Bargaining Unit Roster. Twice a year (in the months of January and July) the Employer shall provide the Association with a list of those nurses covered by this Agreement by e-mail. This list will contain each employee's name, home address, home telephone number, employee identification number, work status (full-time, part-time or on-call), FTE, rate of pay and date of hire. On the first day of each month, the Employer shall provide the Association with a list of all employees covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month by e-mail. The list shall contain each employee's name, home address, home telephone number, employee identification number, work status (full-time, part-time or on-call), FTE, rate of pay and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month. The Association agrees not to allow these lists to be used as part of a commercial mailing list.

3.5 Newly Hired Nurses. The Employer will provide paid time for the Local Unit Chairperson or designee to introduce WSNA to the newly hired nurse. The Local Unit Chairperson or designee shall distribute a copy of this Agreement and membership materials at that time. The paid time shall not result in overtime and shall not interrupt patient care. The thirty (30) minute introduction shall take place during regularly scheduled hours.

ARTICLE 4 - DEFINITIONS

4.1 General Duty Staff Nurse.

4.1.1 A registered nurse employed by the Employer who is responsible for the direct and/or indirect nursing care of the patient.

4.1.2 An experienced registered nurse, returning to practice, who has recently completed a nursing refresher course approved by the Employer shall be classified as a general duty staff nurse for starting salary purposes.

4.2 Preceptor. A RN who is responsible for the clinical experience of an employee working toward a degree from an external RN degree program. The Employer shall schedule the preceptor and the employee to work the same shift on a side-by-side basis during the life of the preceptorship.

4.2.1 Preceptor for New Graduates/Newly Hired Nurses. A RN who is assigned to the guidance and development of a new graduate/newly hired nurse.

4.3 Regular Full-Time Employee. An employee who is regularly scheduled to work eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period. A full-time employee is eligible for all applicable benefits as set forth in this Agreement upon successful completion of the probationary period. A thirty-six (36) hour week shall be considered full-time for nurses who are regularly scheduled to work three (3) twelve-hour shifts per week for purposes of benefits only.

4.4 Regular Part-Time Employee. Any employee who is regularly scheduled to work less than forty (40) hours in a seven (7) day period, but averages twenty-two (22) hours per week, and who has successfully completed the probationary period. Unless otherwise provided for herein, a part-time employee shall be compensated in the same manner as a full-time employee except that benefits shall be prorated according to the number of hours worked. In lieu of all fringe benefits including pension, except for shift differential, call-back pay, holiday premium, standby pay, and longevity increments, a part-time employee may elect a fifteen percent (15%) wage differential. The election must occur, in writing, within the first 60 days of employment or within 60 days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, or annually on the employee's anniversary date of employment, providing enrollment is approved by the carrier. Employees will be given advance notice of such dates. Thereafter no change in fringe benefit compensation shall be granted during the term of this Agreement.

4.5 Casual Part-Time Employee. An employee working an unspecified, irregular, limited duration or call-in schedule and directly compensated by the Employer, excluding persons performing services under a professional service contract. The District will reasonably attempt on a good faith basis to schedule casual part-time employees after regular full- and part-time employees are scheduled for their assigned FTE. Casual part-time employees shall be compensated at fifteen percent (15%) above their regular rate of pay in lieu of all fringe benefits including pension, except shift differential, standby pay, call-back pay, and holiday premium pay. Such employees shall be paid in accordance with the wage schedule set forth in Article 9 of this Agreement. Casual part-time employees shall be paid at one and one-half (1-1/2) times the regular casual part-time rate for all time worked in excess of the normal work period as defined in Article 8, Section 8.2. A full-time or part-time employee who changes to casual part-time status shall retain seniority and benefits pending return to regular status. Seniority and fringe benefits shall not apply while on casual part-time status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Casual part-time nurses must be available to work two shifts per month.

4.6 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than 90

calendar days. After 90 calendar days of continuous employment, the employee shall be designated a regular full-time or regular part-time or casual part-time employee. During the probationary period, a nurse may be terminated without notice or cause and without recourse to the grievance procedure. Probationary employees shall not be required to give notice of resignation to the Employer.

4.7 Charge Nurse. A Registered Nurse designated by the Nurse Executive who is responsible for a nursing unit for a specific shift. The charge nurse role does not confer supervisory status.

4.8 Straight Rate of Pay. The employee's straight rate of pay is the employee's base hourly rate of pay in accordance with Section 9.2.

4.9 Regular Rate of Pay. The employee's regular rate of pay is calculated consistent with the term's definition under prevailing wage and hour laws, including shift differential and all applicable hourly premiums.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Notice of Resignation. Regular employees are encouraged to give notice of resignation, when practical, by the 15th day of the month preceding the month of their resignation. Regular employees shall be required to give at least 14 days' written notice of intended resignation where practicable.

5.2 Discipline and Discharge. No employee who has successfully completed his or her probationary period shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. When progressive disciplinary action is necessary, the disciplinary procedure will consist of the following steps:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Dismissal

An employee may request the attendance of an Association representative at scheduled investigatory and disciplinary meetings as provided for and limited by law.

A casual part-time employee's demonstrated unavailability for work in accordance with the Employer's needs, as determined by the Employer, will constitute a voluntary resignation.

5.3 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, personnel action requests, licensure and training records, letters of commendation and recognition, and records of disciplinary action. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written

disciplinary action for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Disciplinary notices shall not be considered for purposes of progressive discipline after 18 months, if there are no further disciplinary notices of any kind during that period. This provision shall not apply to any documents relating to a disciplinary suspension. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift, and leaves of absence shall be in writing with a copy given to the employee. By appointment, employees may inspect their personnel records with the Director of Human Resources, or designee, in attendance.

5.4 Travel. An employee who in accordance with the Employer policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Employer. If the return trip to the District is not to be by the ambulance, etc. in which the employee traveled with the patient, the employee's return trip transportation expenses shall be reimbursed during the payroll period after receipts are provided.

5.5 Floating. Employees shall not be assigned duties to which they have not been oriented, except in the case of an emergency or unless the employee voluntarily agrees to accept the assignment. Employees shall not be required to perform tasks or procedures for which they have not been trained or oriented.

5.6 Job Openings. When a job opening occurs within the bargaining unit and a currently-employed nurse applies for that position, length of service shall be the determining factor in filling such vacancy providing skill, knowledge and ability are not overriding factors in the opinion of the Employer. Notice of such vacancies shall be posted for five consecutive days before the job opening is filled. All postings shall also be posted concurrently on the Employer's web page. If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. The transfer will be made no later than 60 days after the position is awarded, except in the event that the transferring employee's position has been filled but the replacement employee has not yet started or been fully oriented, in which case the transfer may be delayed up to an additional 30 days. To be considered for such job openings, or transfers within a unit, an employee must indicate such interest to the Director of Human Resources or his/her designee in writing. All applicants will be responded to in writing.

5.7 Evaluations. The Employer shall maintain yearly performance evaluations. Nurses shall acknowledge such evaluations by signature (which may be electronic); however, such signature will imply neither agreement nor disagreement with the evaluation. The evaluation form shall indicate in prominent lettering near the signature line that the nurse's signature implies neither agreement nor disagreement with the evaluation. The signed evaluation will be made available to the employee to download and print after the nurse signs it.

5.8 Monthly Work Schedule.

5.8.1 Employee shifts may be rotated (changed from one shift – day shift, evening shift, or night shift – to another shift) only by mutual agreement of the Employer and the nurse involved, except that the Employer may rotate an employee's shift to meet emergency circumstances, and in such circumstances any shift rotation would not extend for more than 30 days.

5.8.2 Monthly work schedules shall be posted no later than the fifteenth (15th) day of each month and shall become effective on the first (1st) day of the following month. Employee special requests must be received by the Nurse Executive or his/her designee by the fifth (5th) day of the month preceding the new schedule. Employees with a special request after that date will be required to find their own coverage, which must not result in overtime or premium pay and which must be approved by the Nurse Executive or his/her designee. The Hospital will reasonably try to maintain nurses' scheduling patterns (days off/days on) from schedule to schedule. The Hospital shall take into account the nurse's seniority, but skills and abilities shall take precedence.

5.9 Non-Discrimination. Neither the Employer nor the Association shall discriminate against any nurse on the basis of race, color, creed, religion, national origin, citizenship, veteran status, sex, sexual orientation, gender identity or expression, genetic information, marital status, disability, or membership or non-membership in a union.

ARTICLE 6 - STAFF DEVELOPMENT

6.1 Orientation. Orientation programs shall be instituted and maintained by the Employer.

6.1.1 The objectives of orientation shall be:

- a. to familiarize new employees with the objectives and philosophy of the Employer and nursing service;
- b. to orient new nurses to policies and procedures, their functions and responsibilities as defined in job descriptions;
- c. to orient currently employed employees to the tasks and procedures of the area to which they have been transferred or assigned duties.

6.1.2 Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. Nurses shall receive adequate orientation necessary to perform their assigned duties. Nurses shall receive orientation for a period of time suitable to the nurse's skills and abilities as determined between the nurse and Nurse Executive or designee. Orientation shall be appropriate for discussion at Conference Committee meetings.

6.2 Inservice Education. Inservice education programs shall be instituted and maintained by the Employer consistent with budgetary limitations and other priorities. Programs shall be posted in advance. The posting shall indicate if employee attendance is mandatory. Mandatory inservice

education programs shall be made available to all shifts. Attendance will be documented. However, if a nurse is scheduled to work on a mandatory in-service training day, lack of attendance will not be documented.

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

6.2.2 The functions of inservice education shall be:

- a. to promote the safe and intelligent care of the patient;
- b. to develop staff potential;
- c. to create an environment that stimulates learning, creativity, and personal satisfaction.

6.2.3 Topics to be offered will be determined by discussions between employees and the Nurse Executive.

6.3 Paid Education Leave. Regular full-time and part-time employees shall be allowed up to twenty-four (24) hours per year at their straight rate in addition to the cost of tuition, mileage, meals and lodging to attend an educational offering. Nurses will not be required to utilize Paid Education Leave for educational offerings required by the Employer pursuant to the nurse's job description. Such allowance will be subject to budgetary considerations and priorities, scheduling requirements of the Employer, and approval of the Nurse Executive or designee. Educational offerings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, including college/university course work, and enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. The Nurse Executive shall determine whether any college/university course work meets the above-stated conditions. Prerequisite classes (e.g., English, math, anatomy and physiology, psychology and sociology) for a nursing program will not be approved; but, once a nurse is accepted into the nursing program, all nursing core classes would be approved for that nurse. Every reasonable attempt shall be made to equally distribute this benefit among all eligible employees.

Nurses who miss regularly-scheduled shift hours as a result of attending an educational offering required by the Employer will be paid for their entire shift if they report to work before or after the education offering to the Nurse Executive or designee and request to work, or if they use PTO for the remainder of their shift.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall mean a nurse's continuous length of service as a registered nurse based upon hire date with the Employer from most recent date of hire. Seniority benefits

shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

7.1.1 LPNs who are presently employed at the District and who become RNs shall for the purpose of benefits maintain their total accrued District seniority. Their bargaining unit seniority for all other purposes shall begin when they become RNs.

7.2 Layoff. When it becomes necessary for the Employer to permanently reduce its work force, the Employer shall give as much notice as is practical. In cases of such anticipated layoffs, written notice of layoff or pay in lieu thereof will, except in cases of urgent circumstances, be given to affected nurses, the local unit chairperson and the Association thirty (30) days before such action is to become effective. Notice of layoff need not be given to employees who are employed in a probationary status. Layoffs in connection with the reduction of the work force shall be governed by length of service, together with skill and ability in a specific area. Where skill and ability are equal as determined by the Employer, length of service shall prevail. The following order of layoff shall be followed by the Employer:

1. Agency Nurses and/or Travelers
2. Probationary employees
3. Regularly scheduled employees

Casual part-time employees will not be scheduled if there are regularly scheduled employees or probationary employees who have been laid off and are willing to be recalled to work in accordance with Sections 7.3 and 7.4.

7.2.1 Any involuntary prolonged change from full-time status to part-time status or casual part-time status, or from part-time status to casual part-time status will be treated as a layoff.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of 12 months from date of layoff. When a vacancy occurs, employees will be reinstated in the reverse order of layoff, providing skill, competence, and ability are considered equal in the opinion of the Employer. Any recall of employees other than by seniority will be communicated in writing to the local unit chairperson and the Association.

7.4 Termination. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from approved leave of absence, refusal to accept a comparable job opening offered by the Employer while on layoff status, or after 12 consecutive months of layoff. Employees on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

7.5 Low Census. During periods of low census, an employee's regularly scheduled hours may be reduced. Such reduction of hours shall not reduce seniority or accrued benefits. During periods of low census, the Charge Nurse, when so designated by the Nurse Executive or designee, will

evaluate the acuity of patient care and determine if low census should occur by qualification or by seniority.

The Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. The Employer will make a good faith effort to offer the low census in order of seniority if all scheduled nurses are equally qualified. If all scheduled nurses are equally qualified, the most senior nurse will be offered low census first. In the event there are no volunteers, the Employer will rotate low census equitably among all nurses with agency, casual part-time nurses and nurses working above their authorized FTE being scheduled off first. A traveler nurse shall not be part of the low census rotation if the Employer remains contractually obligated to pay the nurse even in the event of a call-off. In order to determine that low census is being rotated equitably among all nurses according to the above, the Charge Nurse will keep a log/record of all low census hours in the Low Census Log. The log shall include the date, shift, position and reason for the low census.

A nurse whose shift is reduced due to low census may, at the Employer's discretion, be placed on low census standby. If a nurse is called back to work while on low census standby, the nurse shall receive premium pay according to Article 10.2. A nurse who is on low census standby may be called back into work only once during the standby period. Nurses placed on low census and placed on standby will be allowed to use PTO to compensate for lost scheduled hours.

No nurse shall be required to take more than forty-eight (48) hours of low census, including time spent in low census standby and low census callback, per six months (January 1 – June 30, and July 1 – December 31).

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. Consistent with the past practice of the Hospital, the normal work day shall consist of eight hours' work to be completed within eight and one-half consecutive hours or twelve hours' work to be completed within twelve and one-half consecutive hours. Within Surgical Services ten hours' work to be completed within ten and one-half consecutive hours will be a normal work day.

8.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period. Employees are not guaranteed any number of hours per day or per week. Both full- and part-time employees agree to work two (2) weekends per month.

8.3 Other Work Schedules. When mutually agreeable to the Employer and the individual employee, a ten (10) hour shift (except as assigned in Surgical Services) or other innovative work schedules, providing up to forty hours in a regularly recurring seven (7) day period, may be established. Innovative work schedules will be discussed in Conference Committee prior to implementation. This agreement is subject to change by either the Employer or the employee after issuing a written notice four (4) weeks prior to the next scheduled work period. In the event of an emergency or high census, the Employer may modify the established schedules. Nurses shall not be required to work 12-hour shifts for more than three (3) consecutive days.

8.4 Overtime.

8.4.1 For employees working an eight hour shift, overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours in a consecutive seven (7) day work period. Overtime shall be paid at the rate of two times (2x) the employee's regular rate of pay for all hours in excess of twelve (12) hours per day.

8.4.2 If the employee is working a schedule authorized by Section 8.1 or 8.3 other than an eight hour shift schedule, the employee shall be compensated at one and one-half (1½) times the regular rate of pay for hours worked in excess of the regularly scheduled hours and overtime after forty (40) hours within a seven (7) day period. For all time beyond two (2) hours after the end of such employee's scheduled shift, such employee shall be compensated at two times (2x) the employee's regular rate of pay for such time worked.

8.5 Overtime Approval. When reasonably possible, all overtime must be approved in advance by the Nurse Executive or his/her designee. The Employer and the Association agree that overtime should be minimized. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift.

8.6 No Pyramiding. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half times (1½ x) or double (2x) the regular or straight time rate which would result in compensation exceeding time and one-half (1½ x) or double time (2x), as applicable, for the same hours worked.

8.7 Rest Periods. All employees shall be allowed a paid rest period of 15 minutes for each four (4) hour work period.

8.8 Weekends. The Employer shall attempt to schedule full-time and part-time employees for two weekends off out of each four successive weekends if reasonably possible. In the event a full-time or part-time nurse works any portion of a weekend that results in a nurse working three (3) consecutive weekends, all time worked on the third weekend will be paid at one and one-half times (1½ x) the nurse's regular rate of pay. This section shall not apply to part-time or full-time nurses who initiate a request for more frequent weekend duty, including nurses that trade for weekend shifts. For employees on the day shift, weekends shall be defined as beginning at 5:45 a.m. on Saturday and ending at 5:45 a.m. on the following Monday. For employees on the night shift, weekends shall be defined as beginning at 5:45 p.m. on Friday and ending at 5:45 p.m. on the following Sunday.

8.8.1 Nurses who have worked for the Employer for more than thirty (30) years shall not be required to work any weekend unless the Employer is unable to find another nurse who is willing to work on the weekend.

8.9 Report Pay. Nurses who report for work as scheduled and are sent home because of low census shall be given two (2) hours pay unless the Employer has attempted to contact the nurse at least two hours prior to the start of the shift.

ARTICLE 9 - COMPENSATION

9.1 Method of Payment. Employees shall be paid on a cash basis. Non-cash prerequisites shall not be offered in lieu of any part of the required cash payments.

9.2 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the following: The basic minimum rates of pay shall be as follows, effective on the first full pay period following the date indicated.

Completed Years	Ratification Date <u>7.0% Increase</u>	04/01/2023 <u>4.0% Increase</u>	04/01/2024 <u>4.0% Increase</u>
Staff	35.55	36.97	38.45
1 Year	37.00	38.48	40.02
2 Years	38.47	40.01	41.61
3 Years	39.54	41.12	42.76
4 Years	40.64	42.26	43.95
5 Years	42.95	44.67	46.45
6 Years	44.53	46.31	48.17
7 Years	45.91	47.75	49.66
8 Years	46.91	48.79	50.74
9 Years	47.73	49.64	51.63
10 Years	49.34	51.31	53.36
11 Years	50.15	52.16	54.24
12 Years	51.00	53.04	55.16
13 Years	51.80	53.87	56.03
14 Years	52.61	54.72	56.91
15 Years	53.14	55.26	57.47
16 Years	53.68	55.83	58.06
17 Years	54.22	56.39	58.64
18 Years	54.75	56.94	59.22
19 Years	55.64	57.87	60.18
20 Years	56.55	58.81	61.16
21 Years	57.19	59.48	61.86
22 Years	57.82	60.14	62.54
23 Years	58.41	60.75	63.18

<u>Completed Years</u>	<u>Ratification Date 7.0% Increase</u>	<u>04/01/2023 4.0% Increase</u>	<u>04/01/2024 4.0% Increase</u>
24 Years	58.99	61.35	63.80
25 Years	59.58	61.96	64.44
26 Years	60.44	62.86	65.38
27 Years	61.34	63.80	66.35
28 Years	63.95	66.51	69.17
29 Years	64.88	67.48	70.18
30 Years	65.71	68.34	71.07

9.3 Recognition of Experience. Nurses hired during the term of this Agreement shall receive full year-for-year credit for all continuous recent experience as RNs and be placed at the corresponding wage step for all such experience.

LPNs who have been employed by the Employer for at least three (3) years, who complete training to become a RN, and who are hired by the Employer into an RN position, shall be credited with one year of qualifying experience for every three years of LPN experience worked at the Employer (not including clinics owned or operated by the Employer, except for LPNs employed as of October 30, 2017).

For purposes of this Section, recent nursing experience shall be defined as relevant clinical nursing experience as determined in the sole discretion of the Nurse Executive or his/her designee.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Premium for the evening shift shall be two dollars and seventy-five cents (\$2.75) per hour. Premium for the night shift shall be four dollars and fifty cents (\$4.50) per hour.

10.2 Standby/Callback.

10.2.1 Standby. Employees placed on standby status off District premises shall be compensated at the rate of four dollars (\$4.00) per hour. Standby time shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits. Standby employees who live 10 miles or less away from the hospital shall be available by phone and shall report to work within 30 minutes of notification. Standby employees who live more than 10 miles away from the hospital shall be available by phone and shall report to work within one hour of notification. Standby pay ends when an employee reports to work and does not resume until the person is finished and off District premises.

10.2.2 Callback. If a nurse is called back from standby status, the nurse will receive time and one-half the regular rate of pay for the duration of the callback and for a minimum of

three (3) hours. If a full-time or part-time nurse is called back outside of the nurse's regularly scheduled hours, the nurse will receive time and one-half the regular rate of pay for the duration of the call-back and for a minimum of three (3) hours, except that a nurse called back before a scheduled shift shall not be paid at the premium rate during the scheduled shift. If a casual part-time nurse who has already worked twenty-four (24) hours in a calendar month is called back outside of the nurse's scheduled hours, the nurse will receive time and one-half the regular rate of pay for the first three (3) hours worked.

10.3 Rest Between Shifts. Unless performing standby duty, each nurse, except those who have agreed to work and are working twelve (12) hour regularly scheduled shifts, shall have an unbroken rest period of at least twelve (12) hours between shifts. Each nurse who has agreed to work and is working a regularly scheduled twelve (12) hour shift shall have an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest shall be paid at the premium rate of time and one-half the regular rate of pay. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades, (2) attending a voluntary meeting or voluntary educational offering, or (3) hours on standby shall not be deemed an event that disrupts an otherwise unbroken rest period.

10.4 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars and twenty-five cents (\$3.25) per hour for each hour worked on the weekend in addition to the nurse's straight rate of pay. For employees on the day shift, weekends shall be defined as beginning at 5:45 a.m. on Saturday and ending at 5:45 a.m. on the following Monday. For employees on the night shift, weekends shall be defined as beginning at 5:45 p.m. on Friday and ending at 5:45 p.m. on the following Sunday.

10.5 Preceptor Pay. A nurse who is assigned as a preceptor shall receive one dollar and fifty cents (\$1.50) per hour for each hour worked in that assignment in addition to the nurse's straight rate of pay.

10.6 Specialty Premium. Nurses who maintain competency to work in the ER shall receive a one dollar and seventy-five cent (\$1.75) premium for all time worked in the ER. Nurses who maintain competency to work in the OR shall receive a one dollar and seventy-five cent (\$1.75) premium for all time worked in the OR. Nurses in the charge nurse role will not receive these premiums and will instead continue to receive the higher charge nurse premium. To receive such premiums, Nurses must be willing to work in any area in which they are competent on a scheduled shift.

10.7 Charge Nurse Premium. Nurses who agree to be designated as charge nurse shall receive a premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked as charge nurse.

10.8 Certification and BSN Premium. Nurses who are certified in a nationally recognized specialty in which the Employer provides such services in the Hospital shall be paid a premium of one dollar (\$1.00) per hour for the first certification and fifty cents (\$0.50) for all additional certifications for all paid hours. Nurses who have a BSN shall be paid a premium of one dollar

(\$1.00) per hour. Together, a nurses' certification and BSN premium pay shall not exceed two dollars (\$2.00) per hour.

10.9 Instructor Pay. Any nurse who conducts a training, class or inservice shall receive his or her straight rate of pay plus any shift differential or certification premium the nurse would have received on his or her regularly scheduled shift regardless of the time of day of the training, class or inservice. Such nurse shall be paid for the actual length of the training, class or inservice or for the length of his or her regularly scheduled shift, whichever is greater.

10.10 Coordinator Pay. A nurse who occupies the position of Coordinator shall receive a differential of \$1.90 for all hours worked in addition to the nurse's straight rate of pay.

ARTICLE 11 - PAID TIME OFF (PTO)

11.1 Purpose. To provide employees flexibility in planning for and taking discretionary time off as well as determining the amount of time available for unscheduled time off. Employees, to the extent it is reasonably possible, shall plan ahead to avoid problems of coverage and patient care.

11.2 Applicability. This policy only applies to employees classified full- and part-time. Employees begin to accrue PTO hours on their first paid day of employment and may use approved PTO hours after 90 continuous calendar days of employment for vacation or illness. The use of PTO hours is subject to the operational requirements of the District and to patient care needs. PTO hours may not be used in advance of being earned. PTO hours may be used if employees are relieved of duties due to low census.

11.3 Policy. PTO hours shall combine paid time off for vacation, holiday, sick leave and other unscheduled absences. PTO hours exclude jury duty, active military duty obligations and bereavement leave for immediate family members.

PTO hours may be used to care for the employee's children under age 18 when a health condition requires supervision or treatment and for children 18 years of age or older who are incapable of self-care because of a physical or mental disability and to care for the employee's spouse, child, parent, grandparent or parent-in-law with a serious medical condition. PTO hours may also be used to care for other family members according to state law. The Employer may require that the employee provide certification as to the nature of the serious medical condition. PTO hours are allocated to two categories:

11.3.1 Pre-approved PTO. PTO hours for vacation and holidays must be requested no later than the 1st day of the month, and approved no later than the 15th day of the month, preceding the month in which the planned time off is to be taken. In instances where more than one person has requested a particular day or days off and management determines that staffing needs would not allow both employees to be off on the same day or days, priority shall be given to the employee who first submitted the PTO request. In the event that two or more employees submit their requests on the same day, management will approve the most senior nurse's request. All requests will receive a response within fourteen (14) days

of submission of the request. Nothing in this article prohibits management and the nurses affected from reaching an otherwise mutually agreeable arrangement.

11.3.2 PTO for illness or injury. Employees must notify their supervisor at least two hours in advance of the employee's scheduled shift if the employee is unable to report for work as scheduled. Failure to comply with these notification requirements may result in the denial of the employee's use of PTO hours for that day. Abuse of unscheduled PTO hours may be cause for discipline.

11.4 Compensation on Holidays.

11.4.1 The following days shall be considered holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
	Christmas Eve

11.4.2 Employees who are required to work on a holiday shall be paid at one and one-half times (1½ x) their straight hourly rate for all hours actually worked. A holiday will begin at 12:01 a.m. and end at midnight on the day of the legal holiday. All overtime on a holiday shall be paid at double time (2x).

11.4.3 Casual part-time employees shall be paid two times their straight time hourly wages for all hours actually worked.

11.4.4 Major Holidays. Major Holidays are defined as Thanksgiving, Christmas Eve and Christmas Day. Major holidays shall be equitably rotated.

11.5 PTO Accrual. Employees will accrue PTO hours based on total years of service with the District and their accrual rate will increase to the next level based upon the following schedule.

PTO ACCRUAL RATE SCHEDULE

	<u>Hourly Accrual</u>	<u>Annual Accrual for 1.0 FTE</u>
1-5 Years	.0846 hr.	176 hours
6-12 Years	.1038 hr.	216 hours
13-20 Years	.1231 hr.	256 hours
21-25 Years	.1423 hr.	296 hours
26+ Years	.1615 hr.	336 hours

PTO may only be accrued up to a maximum of 360 hours. Employees may carry over from year to year 100 percent of the PTO hours earned up to a maximum of 360 hours. Current PTO balance shall be printed on each biweekly paycheck stub.

11.6 PTO Cash-Out Prior to Termination. After one year of continuous employment, employees may cash out up to the maximum number of unused hours of PTO that have accrued in

the employee's PTO account during the calendar year, provided that (1) they make an irrevocable election for such cash out during open enrollment during the prior calendar year, and (2) they maintain not less than eighty (80) hours in their PTO bank. Requests cannot be submitted more than once a year, and cannot be changed by the employee once submitted. Such cash-out will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year.

The employee may also request conversion for an "unforeseeable emergency" as defined by IRS regulations. Such requests must be submitted via the appropriate request form, available from Human Resources. The number of hours to be converted must be an amount that is reasonably necessary to satisfy the emergency need. Approval for payment with the next payroll is at the discretion of the Chief Financial Officer.

11.7 PTO Cash-Out on Termination. On termination of employment employee shall be paid all accrued, but unused, PTO hours, provided they have given the notice required by Article 5, Section 5.1.

ARTICLE 12 - PAID SICK LEAVE

12.1 Purpose. To provide employees with paid sick leave coverage required by the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. The parties agree that should there be a change in that law that increases the benefits provided by this Article, the law shall govern.

12.2 PSL Accrual Rate Schedule.

<u>Hourly Accrual</u>	<u>Annual Accrual for 1.0 FTE</u>
.025	52 hours

PSL is accrued according to actual hours worked, regardless of status as a full-time, part-time, or casual part-time nurse. New hires will accrue PSL hours starting on their first paid day of employment and may use hours after 90 days of employment. Current PSL balance shall be printed on each biweekly paycheck stub.

12.3 Carry-over. Nurses receiving pay in lieu of benefits may only carry over a total of 40 hours of PSL leave from one year to the next.

Nurses not receiving pay in lieu of benefits may carry over a total of 520 hours of PSL leave from one year to the next. Nurses with more than 520 hours of PSL as of January 1, 2018 may carry over up to the total of their PSL hours accrued as of January 1, 2018.

12.4 Usage. PSL may be taken for the following purposes and for any purpose required under law, including:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

The Employer will not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.

The Employer will not discriminate or retaliate against an employee for his or her exercise of any rights under this section including the use of paid sick leave.

PSL hours may not be used in advance of being earned.

If the need for paid sick leave is foreseeable, the nurse must provide notice at least ten days, or as early as practicable, in advance of the use of paid sick leave.

If the need for paid sick leave is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse must provide notice to the employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so.

If the need for paid sick leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the nurse takes such leave.

12.5 Cash Out. PSL hours shall not be cashed out under any circumstances.

12.6 Donation. Nurses may donate PTO and PSL in accordance with the Employer's policy, provided that a nurse must maintain a bank of eighty (80) hours of PTO to be eligible to donate PTO hours and a bank of eighty (80) hours of PSL to be eligible to donate PSL hours.

ARTICLE 13 - HEALTH INSURANCE AND RETIREMENT BENEFITS

13.1 Medical, Dental and Vision Insurance. Regular full-time employees and regular part-time employees are eligible for medical, dental and vision insurance benefits.

13.1.1 The Employer shall contribute the following percentage amounts toward medical, dental and vision insurance premiums established each year:

	<u>Full time</u>	<u>Part time</u>
Employee only	92 %	92 %
Employee + dependents	74 %	55 %

Participation in medical and dental benefits shall be subject to the enrollment and eligibility requirements of the specific plan.

13.1.2 Should the Employer change plans, the Employer shall notify the Association forty-five (45) days prior to implementation and meet with the Association upon request.

13.1.3 At least one registered nurse and one licensed practical nurse shall participate in reviewing the annual bids for employee medical insurance.

13.2 Health Tests. Health tests shall be done at the time of employment and/or annually as required by the Health Department.

13.3 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.4 Retirement Plan. The Employer agrees to participate in a 403(b) pension plan or a substantially equivalent plan. Employees are able to participate in the savings portion of the plan with pre-tax dollars. The Employer will match employee contributions on a graduated percentage basis until a maximum of six percent (6%) is reached, depending on the employees' years of service with the District, per the table below. Employees are one hundred percent (100%) vested with all contributions. In addition, the Employer, at its discretion, may make additional contributions to the Plan.

Graded Match Information

Completed Years of <u>Service</u>	Maximum Employer <u>Match</u>
0	0.00%
1	2.00%
3	3.00%
4	4.00%
5	5.00%
6+	6.00%

13.5 Current Part-Time and Casual Part-Time Employee. All part-time employees or casual part-time employees employed as of March 1, 2005 who meet the pension plan eligibility requirements and all part-time employees or casual part-time employees who are currently receiving pension benefits shall continue to be eligible for such benefits notwithstanding the inclusion of the words "including pension" in Section 4.4 – Regular Part-Time Employee and Section 4.5 – Casual Part-Time Employee.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 General. After one year of continuous service, an employee may request a leave of absence (LOA). The request is to be made to 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 LOA, including conditions upon which the Employee will return, shall be given by the Employer within thirty (30) days. No LOA shall be granted for longer than six (6) months. Under extenuating circumstances, including educational leave, additional leave may be granted for up to one (1) year so that the total sequential leave of absence shall not exceed one year.

14.2 Leave With Pay. Leave with pay shall not alter an Employee's anniversary date of employment, seniority, or accrued benefits. Employees will continue to accrue benefits during the period of paid leave.

14.2.1 Pregnancy Leave. Employees may use accrued and unused PTO and/or PSL for periods of temporary pregnancy disability.

14.2.2 Military Leave. All employees will be allowed time off with pay for active training in the United States Armed Forces or Washington National Guard, in accordance with RCW 38.40.060.

14.2.3 Bereavement Leave. Emergency leave of up to three days with pay shall be granted for death in the immediate family. In addition, regular full-time employees with six or more months' continuous service may use up to 40 hours accrued and unused PTO in the event of death in the Employee's immediate family. For the purpose of this section,

“immediate family” shall be defined as spouse, child, grandchild, foster child, grandparent, parent, parent-in-law, brother, brother-in-law, sister, and sister-in-law.

14.2.4 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the District will be given unpaid release time.

14.3 Leave Without Pay. Leave of absence without pay may be granted regularly scheduled full- and part-time employees for any personal reason, including an educational purpose. Employees on leave without pay shall not accrue seniority or benefits, but shall not lose accrued seniority or benefits. Employees will be responsible for completing forms and paying premiums in advance to continue their insurance benefits.

14.3.1 Leaves of not more than thirty (30) days will not affect the employee’s salary increase or evaluation dates.

14.3.2 Leaves of more than thirty (30) days within an anniversary year will result in the employee’s anniversary date of employment being adjusted to reflect the period of leave.

14.3.3 For LOA of not more than thirty (30) days the employee shall be returned to the same classification or position occupied before the leave.

14.3.4 For LOA exceeding thirty (30) days the employee shall be offered the first vacant position for which the employee is qualified.

14.3.5 After one year of continuous employment, leave without pay shall be granted upon request of the employee for a period of up to six months for parenting purposes, without loss of benefits accrued to the date such leave commences.

14.4 Disability Leave. Employees on long-term disability leave shall not accrue seniority or benefits.

14.5 Family and Medical Leave. The Employer will comply with all state and federal laws and regulations regarding family and medical leave. Violations of this provision will not be subject to the grievance procedure.

ARTICLE 15 - CONFERENCE COMMITTEE

The Employer, jointly with elected representatives of the employees subject to this Agreement, shall establish a conference committee to assist in the interpretation and application of the terms of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall participate in the development of hospital personnel policies and procedures. The purpose of the conference committee shall be to foster improved communications and shall consist of two (2) representatives of the Employer and two

(2) representatives of the RN and LPN bargaining units. One of the Employer representatives shall be the Nurse Executive or designee. Nurse members of the committee will receive their straight rate of pay for time spent attending committee meetings. The Employer shall be given the names of the two representatives of the bargaining unit within thirty (30) days after the signing of this Agreement. The committee shall develop a charter to govern itself by addressing issues concerning committee leadership, attendance, agendas and minutes.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. If any such grievance arises, 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. Time limits are considered to be exclusive of weekends and holidays. The Association may file a grievance with respect to an alleged breach of the terms and conditions of this Agreement. Individual employees may not file grievances on behalf of other employees. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance.

16.2 Step One. Employee, Local Unit Chairperson, and Nurse Executive or his/her Designee. If any nurse has a grievance, the nurse shall reduce the grievance to writing and shall deliver the grievance to the Nurse Executive within fourteen (14) days after the employee's actual knowledge, or when the employee should reasonably have had knowledge, that a grievance exists. Within fourteen (14) days thereafter, the nurse and an Association representative shall discuss the grievance with the Nurse Executive or his/her or designee. The Nurse Executive or his/her designee shall issue a written reply within fourteen (14) days following receipt of the grievance.

16.3 Step Two. Superintendent and Association Representative. If the matter is not resolved at Step One to the employee's satisfaction, within fourteen (14) days of receipt of the Nurse Executive's decision, the grievance shall be referred in writing to the Superintendent or designee and the Association Representative. The Superintendent or designee, Association Representative, grievant, and local unit chairperson or designee shall meet within 14 days for the purpose of resolving the grievance. The Superintendent or designee shall issue a written decision within 14 days following the grievance meeting.

16.4 Step Three. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Association may submit the issue in writing to arbitration within ten working days after receipt of the Administrator's written decision. Within five working days of notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an arbitrator. If the Employer and the Association fail to agree on an arbitrator, a list of 11 arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any

other expense jointly incurred 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 the witnesses called by the other party. The arbitrator shall rule only on the issue to be arbitrated and shall not have the authority to amend any portions of this Agreement.

ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

17.1 Employer Responsibilities. The Employer, through its governing body, has the trusted obligation to provide certain medical and treatment services, and related health care within the community. Additionally, the Employer strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

17.2 Employer Rights. In order to carry out this trusted obligation, the Employer reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote, suspend, dismiss, assign and reassign, supervise and discipline nurses; to determine hours of employment; to transfer nurses within and between departments; to formulate and modify job classifications and job evaluations; to determine and establish, change, modify, and abolish its policies, practices, rules, and regulations; to determine, modify, and change methods and means by which Employer operations are to be carried on; to determine the appropriate duties of nurses in meeting those needs and requirements; and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

ARTICLE 18 - NO STRIKE CLAUSE

18.1 During the term of this Agreement, there shall be no strikes, stoppages of work by the nurses, mass sick leaves, or slowdowns. Nothing contained in this Agreement is to be construed to grant any employee the right to strike or refuse to work for any reason.

18.2 There shall be no lockout of the employees by the Employer during the life of this Agreement.

ARTICLE 19 - SEPARABILITY

All agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, all other provisions of this Agreement shall continue in full force and effect. As to any provision which is in contravention of law, the Employer and the Association shall enter into collective bargaining negotiations solely for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 20 - STAFFING

20.1 Nurse Staffing Committee. The Nurse Staffing Committee is responsible for engaging in the activities required of it under RCW 70.41.420 and successors thereto. The NSC shall be

responsible for determining the Hospital's staffing plan and resolving complaints raised by nurses regarding the implementation of the plan as well as those activities required of it under RCW 70.41, et seq and its successors. The NSC will operate in accordance with the charter adopted and amended by the Committee. Any charter amendment will be provided to the Association. The Staffing Committee Charter affirms and details the commitment to adherence to RCW 70.41.420. The Association will select the nurse representatives on the Committee. Unless determined otherwise by the Committee, the Superintendent will attend a Committee meeting at least once per year to hear concerns and recommendations. The Employer affirms that it will not discriminate or retaliate against a nurse, or subject a nurse to discipline, for making a report or complaint to the Committee.

20.1.1 Meetings. The NSC may meet on a monthly basis but will meet at least quarterly. NSC Registered nurse members will attend Committee meetings on paid time, and preferably will be scheduled to attend meetings as part of their normal hours for the majority of the meetings. If a registered nurse member attends an NSC meeting on their scheduled day off, the nurse, upon request, may be given equivalent hours off during another scheduled shift.

20.1.2 Agenda and Minutes. The NSC shall distribute an agenda to all NSC members at least one week in advance of each meeting. The minutes of each NSC meeting shall be distributed to all NSC members with each meeting agenda, with approval of the minutes as a standing agenda item for each meeting.

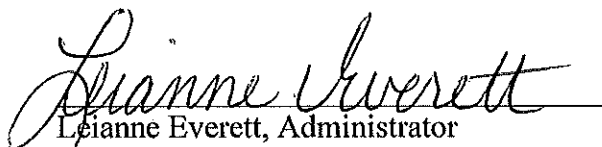
20.2 Staffing. Quality of care and the safety and well-being of all patients are of paramount concern to the Employer and the nursing staff who provide patient care. Consistent with the provisions of RCW 70.41.420, the Employer is committed to partnering with nurses to provide a staffing system that protects patients; supports the retention of registered nurses; promotes evidence-based nurse staffing in accordance with national professional association standards; and takes into consideration appropriate skill mix of registered nurses and other nursing personnel, layout of the units, and level of intensity of patients. The parties shall comply with the requirements of RCW 70.41 and its successors.

ARTICLE 21 - DURATION AND TERMINATION

21.1 This Agreement shall be effective the first full pay period following ratification, and shall remain in full force and effect through March 31, 2025. This agreement may be reopened at any time upon mutual agreement of the parties. Negotiations for a successor agreement shall commence upon the written request of either party no later than sixty (60) days prior to the expiration of this Agreement.

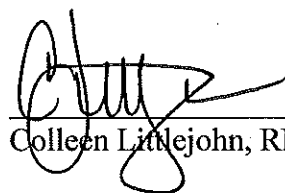
Lewis County Hospital District No. 1

DATED this ____ day of July, 2022.

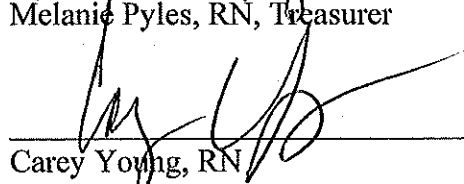

Lianne Everett, Administrator

Washington State Nurses Association

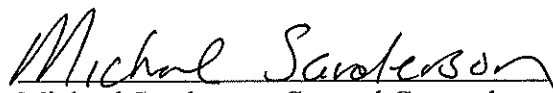
DATED this ____ day of July, 2022.


Colleen Littlejohn, RN, Chair


Melanie Pyles, RN, Treasurer


Carey Young, RN


Travis Elmore, RN, Nurse Representative


Michael Sanderson, General Counsel

MEMORANDUM OF UNDERSTANDING

Open Shift Scheduling

To fill open shifts on a monthly work schedule created in accordance with Section 5.8, the parties agree that the Hospital will use the process described in this MOU.

The Hospital will send to nurses via email a draft new monthly work schedule that identifies open shifts at least three days before posting the new monthly work schedule in accordance with Section 5.8.2. Nurses may promptly respond to that communication with requests to be scheduled for any identified open shift and the Hospital may schedule a nurse to any open shift requested. In the event that more than one request to fill the same identified open shift is received before the new monthly work schedule is posted in accordance with Section 5.8.2, the Hospital will use reasonable good faith efforts to fill the identified open shift in the following preference order:

1. Regular part-time nurses requesting additional shifts above the nurse's budgeted FTE up to a full-time FTE. Conflicts between part-time nurse requests for additional shifts will be resolved by seniority.
2. Casual part time nurses requesting additional shifts up to a full-time FTE.
3. Regular full-time and regular part-time nurses requesting additional shifts in excess of a full-time FTE. Conflicts between full-time and/or part-time nurse requests for additional shifts in this category will be resolved by seniority.
4. Casual part time nurses requesting additional shifts in excess of a full-time FTE and traveler nurses requesting additional shifts.

During the first three days after a new monthly work schedule is posted in accordance with Section 5.8.2 and is emailed to all nurses at their work email address and, if provided by a nurse to the Employer, at their personal email address, nurses may sign up to fill any remaining open shifts on the sign-up sheet. A nurse may sign up directly on the sign-up sheet or may sign up by calling the nursing station and also sending an email confirming their telephone request to an email address designated by the Employer. An open shift will be assigned to the most senior regular full-time or regular part-time nurse signing up for that shift. Between casual part time nurses the open shift will be assigned first to a nurse who would not exceed a full-time FTE and then to the first nurse who requested the shift. It will be the responsibility of nurses to check the schedule to determine if they have been assigned open shifts that they signed up for. After this three-day period, the Hospital will make active efforts to fill any remaining open shifts and may fill those shifts on a first-come, first-served basis regardless of full-time, part-time, casual part time or traveler status.

Lewis County Hospital District No. 1

Washington State Nurses Association

By

By

Leianne Everett, Administrator

Michael A. Sanderson, General Counsel

MEMORANDUM OF UNDERSTANDING

Surgical Services Coverage Committee

Arbor Health and WSNA recognize the importance of a thriving Surgical Department to meet the medical needs of the community and the financial health of Arbor Health. The parties also recognize the impact of staffing on the lives of nurses at Arbor Health. Therefore, the parties desire, over the next year, to discover mutually-acceptable methods of improving Surgical Services coverage and expanding the scope and volume of the services offered by the Surgical Services Department. To this end, the parties agree to create the Surgical Services Coverage Committee, comprised of the member of management responsible for overseeing the Surgical Services Department and the Surgical Services bargaining unit nurses. The parties desire to discover, over the next year, a mutually-acceptable method of ensuring coverage of every OR shift with at least one scrub nurse (or scrub tech) and one nurse circulator, to the extent possible using full-time or part-time bargaining unit nurses and scrub techs. The Surgical Services Coverage Committee will meet at least once per month for the year following ratification of this MOU, unless the Committee agrees otherwise. The WSNA Nurse Representative may attend the meetings. The nurse members of the Surgical Services Coverage Committee will receive their regular rate for time spent preparing for and attending Committee meetings. The Committee will explore the following topics:

- (1) Utilizing the existing voluntary standby system to ensure OR nursing coverage at least at the current levels (based on standby coverage in the first quarter of 2022 or such other time period as the Committee considers);
- (2) Brainstorming and discussing methods of expanding OR nursing coverage in the future; and
- (3) Exploring means of expanding the scope and volume of services offered by the Surgical Department.

Lewis County Hospital District No. 1

Washington State Nurses Association

By

By

Leianne Everett, Administrator

Michael A. Sanderson, General Counsel

MEMORANDUM OF UNDERSTANDING

Signing Bonus

Upon ratification by the employee members of this bargaining unit and the signing by the Employer and the Association of this Agreement, all employees employed on the date of ratification shall be eligible for a one-time payment based on their employment status at the time of ratification as follows: regular full-time and regular part-time nurses are eligible for a one thousand dollar (\$1,000.00) payment and casual part time nurses are eligible for a four hundred dollar (\$400.00) payment. All amounts are less legal taxes and withholdings. Such payment will be made to employees the next full pay period after ratification and signing of this Agreement.

Lewis County Hospital District No. 1

Washington State Nurses Association

By

By

Leianne Everett, Administrator

Michael A. Sanderson, General Counsel

