

EMPLOYMENT AGREEMENT

Between

Lewis County Hospital District No. 1

and

Washington State Nurses Association

[LPNs]

April 21, 2025 – March 31, 2028

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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 “Union”) representing licensed practical 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 Union as the exclusive bargaining representative for all licensed practical 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 Union. The Employer agrees not to actively encourage or discourage membership in the Union.

2.2 Indemnification. It is specifically agreed that the District assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union 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.

2.3 Voluntary PAC Contribution Deduction. During the term of this Agreement, the Employer will deduct the sum specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with the Employer the authorized form will be honored in accordance with its terms. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. The Union’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 their 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 Union 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 Union has given the Employer written notice of the selection. Unless otherwise agreed to by the employer, the investigation of grievances and other Union 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 their designee, for the use of the local unit. All materials posted on the bulletin board must be 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 Union 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 Union 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 Union 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 Preceptor. A preceptor is an experienced LPN who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of the following students or employees enrolled in a defined preceptor program, the parameters of which have been set forth in writing and assigned by the Employer:

- a. Students;
- b. New employees with no previous experience in the assigned clinical area;

- d. New employees who have been out of the LPN workforce for a prolonged period of time;
- e. LPNs cross training to a new clinical area; and
- f. A LPN who has completed the normal preceptor program but needs additional training.

Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that LPNs in the ordinary course of their responsibilities will be expected to participate in the orientation process of new employees and that providing orientation is not considered precepting. This would include the providing of informational assistance, support and guidance to new employees. Preceptor responsibilities shall be considered when making patient care assignments.

4.2 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.

4.3 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 sixty (60) days of employment or within sixty (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 except for circumstances that would otherwise qualify as a special or qualifying open enrollment period in the Employer's health and welfare plans.

4.4 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 employees must be available to work two shifts per month. Casual part-time nurses are expected to work at least six (6) shifts during a one hundred and eighty (180) day continuous period.

4.5 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 ninety (90) calendar days. After ninety (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.

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

4.7 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.

4.8 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 fourteen (14) days' written notice of intended resignation where practicable.

5.2 Discipline and Discharge. No employee who has successfully completed their 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 a Union 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 eighteen (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 (5) 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 sixty (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 thirty (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 their designee in writing. All applicants will be responded to in writing.

5.7 Additional Hours. Part-time employees desiring additional hours up to full-time shall notify the Nurse Executive or designee in writing. Insofar as is practical, the Employer shall utilize qualified part-time employees before scheduling casual part-time employees. The Employer will make a good faith effort to utilize nurses employed by the Employer prior to hiring Agency employees.

5.8 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.

5.9 Monthly Work Schedule.

5.9.1 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.

5.9.2 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 their 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 their 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.

5.10 Non-Discrimination. Neither the Employer nor the Union 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, membership or non-membership in the union, nor any other protected class under federal, state, or local law.

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.

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 licensed practical 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 Union 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 twelve (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 Union.

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 twelve (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 first call off any travel LPN who has not been called off more than two (2) times in a thirteen (13) week period. In the event there remains low census needs, the Employer will rotate low census equitably among all nurses with casual part-time nurses and nurses working above their authorized FTE being scheduled off first. 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 Section 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 (8) hours' work to be completed within eight and one-half (8.5) consecutive hours, ten (10) hours' work to be completed within ten and one-half (10.5) consecutive hours, or twelve (12) hours' work to be completed within twelve and one-half consecutive hours.

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, innovative work schedules, providing up to forty (40) 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 twelve (12) hour shifts for more than three (3) consecutive days.

8.4 Overtime. Only time actually worked shall be used to compute overtime.

8.4.1 For employees working an eight (8) hour shift, overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) 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 (8) hour shift schedule, the employee shall be compensated at one and one-half ($1\frac{1}{2}$) 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 their designee. The Employer and the Union agree that overtime should be minimized.

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 ($1\frac{1}{2}$ x) or double (2x) the regular or straight time rate which would result in compensation exceeding time and one-half ($1\frac{1}{2}$ 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 Meal Periods. The Employer and Union intend that the following provisions shall supersede Washington meal period rules, as permitted by RCW 49.12.187. Employees shall receive a single unpaid meal period of one-half ($\frac{1}{2}$) hour during their normal work day. Employees shall be scheduled to take their meal period no earlier than three (3) hours into their shift and no later than four (4) hours before the end of their shift.

8.9 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 ($1\frac{1}{2}$ 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.

8.9.1 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.

8.10 Report Pay. Nurses who report for work as scheduled and are sent home because of low census shall be given four (4) hours pay unless the Employer has attempted to contact the nurse at least two (2) 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	04/21/2025 – 9% Increase	04/01/2026 - 6% Increase	04/01/2027 - 5% Increase
Staff	28.01	29.69	31.18
1 Year	29.50	31.27	32.83
2 Years	30.85	32.70	34.33
3 Years	31.42	33.31	34.98
4 Years	33.01	34.99	36.73
5 Years	33.84	35.88	37.67
6 Years	34.67	36.75	38.59
7 Years	35.10	37.20	39.06
8 Years	35.61	37.75	39.63
9 Years	36.11	38.28	40.19
10 Years	36.86	39.08	41.03
11 Years	37.47	39.72	41.71
12 Years	38.11	40.39	42.41
13 Years	38.71	41.03	43.08
14 Years	39.31	41.66	43.75
15 Years	39.71	42.09	44.20
16 Years	40.10	42.51	44.63
17 Years	40.52	42.95	45.09
18 Years	40.91	43.36	45.53
19 Years	41.56	44.06	46.26
20 Years	42.27	44.81	47.05
21 Years	42.73	45.29	47.56

Completed Years	04/21/2025 – 9% Increase	04/01/2026 - 6% Increase	04/01/2027 - 5% Increase
22 Years	43.22	45.81	48.10
23 Years	43.64	46.26	48.58
24 Years	44.09	46.74	49.07
25 Years	44.52	47.19	49.55
26 Years	45.17	47.88	50.27
27 Years	45.81	48.56	50.99
28 Years	47.80	50.66	53.20
29 Years	48.52	51.43	54.00
30 Years	49.09	52.04	54.64
31 Years	49.71	52.69	55.32
32 Years		53.35	56.02
33 Years			56.72

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 (1) year of qualifying experience for every three (3) 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 their designee.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Premium for the evening shift shall be three dollars (\$3.00) per hour. Premium for the night shift shall be five dollars (\$5.00) 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 ten (10) miles or less away from the hospital shall be available by phone and shall report to work within thirty (30) minutes of notification. Standby employees who live more than ten (10) miles away from the hospital shall be available by phone and shall report to work within one (1) 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 (1.5x) 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 callback 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 two (2) shifts in a schedule 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 fifty cents (\$3.50) 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 two dollars (\$2.00) 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 Certification 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 receiving a certification premium are not eligible to receive a specialty premium in the same specialty area.

10.8 Instructor Pay. Any nurse who conducts a training, class or inservice shall receive their straight rate of pay plus any shift differential or certification premium the nurse would have received on their 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.

10.9 Call Out Coverage. An LPN who is covering a shift that (a) is not an open shift on the final schedule and (b) begins fewer than twelve (12) hours after accepting a call to work will receive a flat rate bonus of one hundred and twenty-five dollars (\$125) per eligible shift. To be eligible for the flat rate bonus, an LPN must additionally have worked all their scheduled shifts during the pay period (unless they did not work a scheduled shift due to mandatory low census).

10.10 Traveler Training Pay. An LPN who is assigned to train a new travel LPN shall receive two dollars (\$2.00) per hour for each hour worked in that assignment, up to a two (2) shift maximum per new traveler, in addition to the LPN's straight rate of pay. The two (2) shift maximum may be exceeded if a manager determines that additional training time is needed.

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 ninety (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 when an absence exceeds three (3) days in length. 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 requests in order of seniority. 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. Excepting emergent circumstances, employees must notify their supervisor at least two (2) hours in advance of the employee’s scheduled shift if the employee is unable to report for work as scheduled when possible. 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	Thanksgiving Day
Memorial Day	Christmas Day	
Independence 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 will be offered to bargaining unit employees, on a voluntary basis, by seniority. Should the number of volunteers be insufficient to cover staffing needs, 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 ninety (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 forty (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 five hundred twenty (520) hours of PSL leave from one year to the next. Nurses with more than five hundred twenty (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 their 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 Union forty-five (45) days prior to implementation and meet with the Union 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

<u>Completed Years of Service</u>	<u>Maximum Employer 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 4.3 – Regular Part-Time Employee and Section 4.4 – 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 Union 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 their 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 Union 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 Union Representative. The Superintendent or designee, Union Representative, grievant, and local unit chairperson or designee shall meet within fourteen (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 Union 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 Union shall attempt to agree on an arbitrator. If the Employer and the Union 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 Union 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

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, 2028. 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 June, 2025.

DocuSigned by:

Robert Mach

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Robert Mach, Administrator

Washington State Nurses Association

DATED this ____ day of June, 2025.

Signed by:

Ashley Hancock

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Ashley Hancock, RN

Signed by:

Carey Young

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Carey Young, RN

Signed by:

Sara Ziegelmann

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Sara Ziegelmann, RN

Signed by:

Brenda Balogh

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Brenda Balogh, RN, Nurse Representative

Signed by:

Scott Clifthorne

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Scott Clifthorne, Labor Negotiator

MEMORANDUM OF UNDERSTANDING

RE: PTO Donation

Individual LPNs in the WSNA bargaining unit may choose to donate accrued, but unused, PTO time hours for use by the Union's Bargaining Committee during the 2025 negotiations as provided for in this MOU.

Any such LPN who wishes to donate such PTO time hours may do so by completing and submitting the attached WSNA Accrued PTO Time Donation Form ("PTO Donation Form") to the Hospital's Human Resources Department. PTO time donations are to be made in whole hour increments, and the minimum donation is one (1) hour. [To be capable for processing, such PTO Donation Forms must be submitted to the Hospital no later than twenty-one (21) calendar days after the ratification vote on a new CBA between the parties.] Once PTO time hours are donated, they cannot be rescinded by the donating LPN. The donated hours will be transferred from the donating LPN's PTO bank within one business day of the donation date.

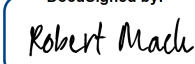
An LPN who wishes to donate such PTO time need not have a minimum PTO time accrued hours balance to donate, but must at the time of donation have sufficient accrued, but unused, PTO time hours to cover the number of hours that the LPN wishes to donate. On receipt of each LPN's PTO Donation Form, the Hospital will determine if the LPN has sufficient accrued, but unused, PTO time hours and if so, deduct from each LPN's available accrued, but unused, PTO hours balance at that time the amount of PTO time hours individually donated. If the Hospital determines there are not sufficient hours, the PTO Donation Form will be returned to the LPN with an explanation. (An up-to-date summary list shall be maintained by Human Resources that records the PTO time donations, and this list shall be available to the Union's Chief Negotiator and Local Unit Chair at the Hospital.)


The following steps shall be taken:

The deadline for submission of donation forms to Human Resources is twenty-one (21) days after ratification of the successor bargaining agreement. From the date of this MOU until 21 days following ratification, the Hospital shall contemporaneously (within one business day of the date of donation) process PTO Donation Forms, placing the dollar-value of donated PTO in a separate account. The Hospital will calculate the amount of money to be credited for PTO time hours donation by multiplying the number of donated hours by each LPN against that LPN's PTO time hourly rate of pay on that date.

Lewis County Hospital District No. 1

Washington State Nurses Association

By
DocuSigned by:

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 Robert Mach, Administrator

By
Signed by:

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 Scott Clifthorne, Labor Negotiator


MEMORANDUM OF AGREEMENT

RE: Reversion Rights & Seniority

1. An employee who accepts a promotion to a non-bargaining unit role with the Employer may voluntarily revert to their former position, with no loss of seniority, within thirty (30) days of their appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer at its discretion may cause a reversion as well, if the position has not been filled and an offer has not been made to an applicant.
2. An employee serving in a non-bargaining unit position may voluntarily revert at anytime in the twelve (12) month period following their appointment to a funded permanent position in the bargaining unit that is vacant or filled by a non-permanent employee, provided the employee possesses the necessary skill, knowledge and ability. The Employer at its discretion may cause reversion as well under the same terms and conditions.
 - a. Should an employee exercise this right, they will retain their original date of hire into the bargaining unit. However, the employee's seniority will be discounted by the amount of time spent working outside the bargaining unit.
 - b. Employees exercising reversion rights does not have the right to "bump" current permanent employees from their current schedule nor position.

Lewis County Hospital District No. 1

Washington State Nurses Association

By
DocuSigned by:

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Robert Mach, Administrator

By
Signed by:

E2756478A72040C...
Scott Clifthorne, Labor Negotiator