

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WASHINGTON STATE NURSES ASSOCIATION  
(Overlake Hospital Medical Center Local Unit)**

**and**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**(May 1, 2020 – April 30, 2021)**

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**AGREEMENT**  
**BETWEEN**  
**OVERLAKE HOSPITAL MEDICAL CENTER**  
**AND**  
**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is made and entered into by and between Overlake Hospital Medical Center (hereinafter referred to as the "Hospital") and the Washington State Nurses Association (hereinafter referred to as the "Association"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1 - RECOGNITION**

**1.1 Bargaining Unit**

The Hospital recognizes the Association as the sole and exclusive bargaining representative for, and this Agreement shall cover all full-time, part-time and on-call registered nurses employed by the Hospital as Resident Nurse or Staff Nurse in its Hospital Departments. The bargaining unit excludes, and this Agreement does not cover, supervisory and administrative/management positions and all other employees.

**1.2 New Positions**

New job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Association shall be notified of any new classifications established by the Hospital.

**ARTICLE 2 - MANAGEMENT RESPONSIBILITIES**

**2.1** The Association recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules;

to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement or restricted by applicable state or federal law shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

### **ARTICLE 3 - ASSOCIATION MEMBERSHIP; DUES DEDUCTION**

#### **3.1 Membership Option**

All full-time and part-time nurses who are members of the Association, or who agree to pay a fee for collective bargaining service, at the time of ratification of this Agreement, and all full-time and part-time nurses who voluntarily join the Association, or who agree to pay a fee for collective bargaining service, during the term of this Agreement must retain that status in good standing as a condition of continued employment. All full-time and part-time nurses hired after April 30, 2004, shall have thirty (30) calendar days from the date of employment (hire) in which to give written notice by certified mail to the Association of their intention not to join the Association (such notice must be postmarked within thirty (30) calendar days of hire, and a copy furnished to the Hospital). If the newly employed nurse fails to exercise the foregoing option within thirty (30) calendar days, then said nurse shall be required to become and remain a member of the Association in good standing within thirty-one (31) calendar days of employment (hire) as a condition of continued employment. Good standing is herein defined as the tendering of the Association dues or service fees on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) calendar days after receipt of written notice to the Hospital from the Association unless the nurse fulfills the membership or service fee obligation set forth in this Agreement within that thirty (30) day period, and such discharge shall be deemed for just cause pursuant to this Agreement. This section shall not apply to nurses presently classified or subsequently reclassified to on-call nurse status.

### **3.2 Dues Deduction**

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

### **3.3 Bargaining Unit Roster**

Twice a year (at approximately the end of February and the end of August) the Hospital shall provide by electronic mail the Association and Local Unit Chairperson (or designee) with a list of those nurses covered by this Agreement. This list will contain each nurse's name, home address, contact phone number, employee identification number, designated FTE status, rate of pay, current cost center, unit, and date of hire. By the 15<sup>th</sup> of each month, the Hospital shall provide by electronic mail the Association and Local Unit Chairperson (or designee) with a list of all nurses covered by this Agreement hired during the previous month and all nurses moved into positions covered by this Agreement during the previous month. The list shall contain each nurse's name, home address, contact telephone number, employee identification number, designated FTE status, rate of pay, current cost center, unit, and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month. Any nurse not wishing for WSNA to maintain that nurse's contact telephone number may notify WSNA and WSNA shall promptly purge that data from its OHMC records.

### **3.4 Contract**

Upon initial employment, nurses shall be given a copy of the current Agreement. The Association will provide copies of the Agreement to the Hospital. The Hospital and the Association shall equally share the cost of printing the Agreement. Within three (3) weeks of receipt of the fully-executed copy of the Agreement, the Hospital will post the Agreement on its internal "Intranet." Such posting shall "view only" for registered nurses and no other employee access, and it shall not be accessible for printing.

## **ARTICLE 4 - ASSOCIATION REPRESENTATIVES**

### **4.1 Access to Premises**

Duly authorized representatives of the Association will have access at reasonable times to those areas of the Hospital's premises which are open to the general public and to nurses' lounges (subject to availability and with advance notice) for the purpose of investigating grievances and contract compliance. Association representatives may have access to nursing units or other patient areas when advance approval has been obtained from the Hospital Human Resources Department or in the absence of a personnel representative, the Vice President Patient Care Services (or appropriate Director/Manager). The Association representative shall confine a visit to such department or areas as approved. Access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with nor disturb nurses or other employees in the performance of their work during working hours and shall not interfere with or disturb patient care, visitors or the normal operation of the Hospital.

### **4.2 Local Unit Representatives**

The Association shall have the right to select local unit representatives from among nurses in the unit. The Association shall provide the identities of local unit representatives for the upcoming year to the Conference Committee in January. The local unit representatives shall not be recognized by the Hospital until the Association has given the Hospital written notice of the selection. Unless otherwise agreed to by the Hospital the investigation of grievances and other Association business shall be conducted only during nonworking times, and shall not disturb patients or visitors or interfere with the work of nurses or other employees.

### **4.3 Bulletin Boards**

The Hospital will furnish a bulletin board within reasonable proximity of the cafeteria, and bulletin board space in each nursing unit for the use of the local unit. Bulletin boards in the nursing units shall be for the exclusive use of the Association. All materials posted on the bulletin boards must, prior to posting, be approved and signed by a designated local unit representative and be time dated as to when they are to be removed. Materials which may be posted include training and educational information, professional nursing and health care related matters, meeting notices and local unit newsletters.

#### **4.4 Meeting Rooms**

The local unit may have access to meeting rooms within the Hospital for WSNA meetings, subject to advance request to the Hospital's Director of Human Resources, and generally applicable reservation requirements, determination of availability and the meeting is not contrary to the interests of the Hospital.

#### **4.5 Contract Negotiations**

Nurses on the WSNA bargaining team (not to exceed 15) shall be paid at their regular rates of pay for all time spent in bargaining sessions not to exceed thirty-two (32) hours per nurse. For any hours above thirty-two (32) hours per nurse in joint negotiations, nurses may donate a portion of their PTO hours to an eligible co-worker for time spent by the co-worker participating in bargaining sessions on behalf of the WSNA in negotiations for this Agreement and its successor, if any. Nurses donating PTO hours must retain a minimum of eighty (80) hours of PTO following their donation. Donations will remain confidential and will be processed in the order received in the Employer's Human Resources Department. The amount of total donations will be limited to the total number of hours used by team members during all joint negotiation sessions. The WSNA team will determine how to divide the donated hours among all team members. Donated PTO hours may be given during the period of time beginning March 1, 2020 through thirty days following the effective date of the successor agreement, and will be calculated on a dollar equivalent basis by the Human Resources Department. Shared leave hours that are donated pursuant to this understanding will be paid at the receiving employee's base rate of pay.

### **ARTICLE 5 - DEFINITIONS**

#### **5.1 Resident Nurse**

A graduate nurse whose clinical experience after graduation from a NLN (National League of Nursing) approved nursing program or other program approved by the Hospital is less than six (6) months, or a registered nurse who is returning to practice with no current clinical experience depending upon a nurse's need for residency training pursuant to Section 11.2, Recognition for Past Experience. A resident nurse will be assigned a registered nurse preceptor who works on the same shift and unit as the resident for the purpose of close direction and support during the residency period.

Residency shall not exceed six (6) continuous months unless extended in writing by the Hospital. A resident nurse shall not be assigned charge duty, team leader, or precepting functions. A nurse who is accepted into a residency program shall, at time of acceptance, be assigned an FTE which shall become effective upon successful completion of the residency period. At least two weeks prior to the end of residency, the nurse shall apply for a posted position on the unit equal to or greater than assigned FTE status. The nurse shall move into his/her new position at the end of the residency and complete a probationary period of thirty (30) calendar days.

## **5.2 Staff Nurse**

A registered nurse who is responsible for the direct and indirect nursing care of the patient.

## **5.3 Charge Nurse**

A registered nurse who is accountable on a shift basis to maintain organization on a unit such that nursing staff are able to provide patient care activities in accordance with established Standards of Nursing Care. With the exception of Preadmission, a Charge Nurse and relief Charge Nurse will be assigned for each unit, and, where appropriate, each shift. Charge Nurse and relief Charge Nurse will also be assigned, where appropriate, in any new Hospital units. All assigned hours in charge will be paid at the Charge Nurse premium rate. All nurses assigned as charge or relief charge nurse will receive training. In charge nurse assignments the Hospital will consider the level of direct patient care along with other duties.

## **5.4 Full-Time Nurse**

A nurse who fills a designated status position of one "full-time equivalent" (1.0 FTE) and is regularly scheduled to work eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

## **5.5 Part-time Nurse**

**5.5.1** A nurse who fills a designated status position of two-tenths of a "full-time equivalent" (.2 FTE) or more and is regularly scheduled to work at least sixteen (16) hours per pay period, but less than eighty (80) hours per pay period, and who has successfully completed the required probationary period. Unless otherwise provided for herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be reduced in proportion to the nurse's actual hours of work and eligibility.



**5.5.2** The part-time nurse as defined above may elect a fixed percentage wage differential in lieu of the following benefits per budgeted FTE status:

<b>FTE Status</b>	<b>Option Benefits</b>	<b>Percentage Wage Differential</b>
Less than .6 FTE	Extended Illness Bank (EIB) Paid Time Off (PTO) Not Eligible for Medical, Dental, Vision, Long Term Disability (LTD), or Term Life Insurance	12%
.6 FTE or more	Extended Illness Bank (EIB) Paid Time Off (PTO) Medical Insurance Dental Insurance Vision Insurance Long Term Disability (LTD) Term Life Insurance	15%

**5.5.3** Benefits which will be provided include: educational leave, pension benefits, state worker's & unemployment compensation, FICA, shift differential, callback and standby pay, longevity increases, bereavement and time and one-half (1 and 1/2) holiday pay if worked. The nurse electing the wage differential may schedule leave without pay as provided for in Section 16.4. This election must occur within the first pay period of employment or within the first pay period after the signing of this Agreement, whichever is later, or annually during a month designated in advance by the Hospital, providing insurance enrollment is approved by the carrier. Nurses will be given advance notice of such dates. This optional benefits election may not be otherwise exercised. Once this benefits election is made, all Paid Time Off (PTO) hours accrued will be cashed out and paid to the nurse at that time, and the Extended Illness Bank (EIB) will be frozen at its current level and not available for use until a subsequent timely election to return to normal benefits status.

**5.6 On-Call Nurse**

A nurse hired to work during any period requiring a temporarily augmented work force or in the event of an emergency or employee absenteeism. Such nurses shall be paid at the appropriate longevity step based upon documented experience plus a seventeen percent (17%) differential. The benefits an on-call nurse will be provided are listed in Section 5.5.3 of this Agreement with the exception of bereavement leave. When an on-call nurse has transferred from on-call status to either full-time or part-time status, full-time, part-time and on-call hours shall be combined for purposes of wage progression (including step increases), benefit level accruals, job posting and

layoff. An on-call nurse must schedule the following to meet the Hospital's prescheduling requirements to maintain on-call status:

- -Three (3) shifts per four (4) week scheduling period,
- One Winter holiday (Thanksgiving, Christmas Eve, Christmas Day, New Year's Day) per year, and
- One Summer Holiday (Memorial Day, Fourth of July, Labor Day) per year.

Any on-call nurse who is interested in seeking full-time or part-time work is encouraged to discuss possible opportunities with the Director/Manager.

### **5.7 Probationary Nurse**

A nurse who has been hired by the Hospital on a full-time or part-time basis and who has been continuously employed by the Hospital for less than ninety (90) calendar days or 520 work hours whichever is greater (not to exceed 180 calendar days). After successful completion of the probationary period, the nurse shall attain regular status unless specifically advised in writing by the Hospital of an extended probationary period. During the probationary period, a nurse may be terminated without notice or just cause and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate. (Benefit eligibility and use will be regulated as provided in this Agreement.)

### **5.8 Float Nurse**

A nurse designated as float in a designated full-time, part-time, or on-call float position who has applied for and been accepted in the position. The float nurse is scheduled to provide replacement for staffing vacancies caused by sick calls and unexpected census increases. The float nurse shall have at least one year's relevant experience and be competent to perform independently in at least three nursing units as determined by the Hospital. In general, designated part-time or full-time status float nurses will be scheduled prior to on-call float nurses. If the Hospital requires additional float nurses to meet its needs, it may provide a period of orientation in a new unit to individuals who have applied for float nurse positions, but will not be required to pay float pool premium during the orientation period.

### **5.9 Temporary Nurse**

A nurse hired for a specific temporary need or situation. When a temporary position arises within the bargaining unit, the Hospital will post the temporary position on the unit in accordance with Article 9.8. The Hospital will give

consideration to on call nurses who want the opportunity to increase their FTE on a temporary basis prior to hiring an external candidate for a temporary nurse position.

No temporary position shall be for more than six (6) months and no nurse shall work as a temporary nurse for more than six (6) months in a rolling calendar year.

Temporary nurses shall be paid in accordance with the wage rates set forth in this Agreement plus a seventeen per cent (17%) wage differential. Temporary employees shall receive on-call (standby) pay, callback pay, shift differential, holiday premium pay and weekend premiums. Temporary employees shall not accrue seniority and shall not be eligible to receive benefits; except that 1) a temporary nurse who is hired into a regular part-time position, regular full-time position or on call position within the unit and has completed a probationary period shall be credited with seniority consistent for the time worked as a temporary nurse immediately preceding hire as a regular full-time, part-time or on call nurse; and 2) a nurse hired as a temporary nurse from within the bargaining unit shall continue to accrue seniority. At no point shall the number of temporary nurses exceed two per cent (2 %) of the total number of nurses employed in the bargaining unit.

#### **5.10 Month and Year**

For purposes of this Agreement and the method of computing EIB, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 paid hours of work, and a "year" shall be defined as 2080 paid hours. For purposes of computing longevity (wage) increments and PTO progression steps, a "year" shall be defined as 1664 paid hours or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

#### **5.11 Preceptor**

Preceptor is an experienced nurse proficient in clinical teaching and communication skills who is assigned by the Director/Manager the responsibility for planning, organizing and evaluating new skill development for designated nurses, residents, new staff, and/or students. (For students this would apply only if an instructor is not available in the Hospital.) An assigned preceptor shall work on the same shift and unit as the preceptee. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a

specific orientation period to be determined by the Director/Manager. A preceptor shall have precepting duties considered in nursing assignments. It is understood that staff nurses in the ordinary course of their responsibilities (without preceptor designation) will be expected to participate in the orientation process of new nurses. Such participation typically will be limited to a summary of documentation and charting expectations, layout of the unit, location of resources, summary of shift responsibilities, brief tour of the unit and location of emergency equipment, and an explanation of the nurse-patient call system. In no instance will preceptor pay be paid to more than one preceptor for the same preceptee at the same time.

### **5.12 Certification**

Registered nurses will be eligible to receive a nursing certification premium under this Agreement as follows:

1. A list of approved certification programs will be available on the intranet and kept in the Staffing Office. In January of each year the list will be made available for review and discussion by Conference Committee. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification fee schedule, mailing address, and any other pertinent information to the Staffing Office. All new certifications are subject to the Hospital budgetary review and approval for possible funding.
2. The Hospital will determine if the certification in question is directly relevant to that individual nurse's practice setting or area of employment.
3. The nurse must document to the Hospital's satisfaction certification achievement and maintenance.
4. Only one (1) certification premium rate can be credited per nurse, regardless of other certifications a nurse may have.

### **5.13 Base Rate**

The nurse's base rate of pay will be the rate on the applicable wage step in Section 11.1, Wage Rates.

#### **5.14 Regular Rate**

The nurse's regular rate of pay will be the base rate plus all applicable differentials and premiums for which the nurse is eligible.

#### **5.15 Specialty Coordinator**

A registered nurse assigned to a Specialty Coordinator position is accountable for a specialty areas(s) identified by the Hospital. The Hospital shall determine the number of Specialty Coordinator positions that are necessary and the duties to be assigned (or discontinued) for any designated specialty areas.

### **ARTICLE 6 - EMPLOYMENT PRACTICES**

#### **6.1 Equal Opportunity**

The Hospital and the Association agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. It is understood that this nondiscrimination commitment under law is not grievable nor capable of arbitration under this Agreement.

#### **6.2 Notice of Resignation**

Nurses shall be required to give at least twenty-one (21) days written notice of resignation. Failure to give notice shall result in loss of accrued fringe benefits. The Hospital will give consideration to situations that would make such notice by the nurse impossible.

#### **6.3 Discipline and Discharge**

No nurse will be disciplined or discharged except for just cause. The principle of progressive corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay) will be consistently applied in that it offers the greatest opportunity for both the nurse and the Director/Manager to attempt to work out a satisfactory problem resolution. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative during any investigatory meeting which the nurse reasonably believes may lead to disciplinary action. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Nurses may provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

## **6.4 Personnel File**

Personnel records will be maintained for each nurse. Information contained in the personnel record may include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure, letter of commendation and recognition and records of disciplinary action. By appointment, nurses may inspect their personnel records. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse.

## **6.5 Parking**

Nurses reporting to work as a result of standby status will be provided designated parking within close proximity to the Hospital. Staff nurses will be provided parking on campus, which shall include the employee parking garage. Every reasonable effort will be made to continue to provide parking at no cost to nurses. It is recognized that construction and space availability may from time to time cause deviations from this section. All nurses shall have access to policies and procedures regarding security and to security services as provided to all Hospital employees. Parking security shall be a periodic agenda item for the Hospital's Safety Committee and at Conference Committee, as requested by the Association.

# **ARTICLE 7 - CLINICAL EVALUATION**

## **7.1 Clinical Evaluation**

The Clinical Evaluation is a standards-based performance appraisal that the Director/Manager will utilize to assess the nurse's professional skills, productivity and overall performance according to comprehensive and/or unit standards, whichever is applicable. The purpose of the evaluation is to give feedback to the nurse with respect to areas in which the nurse is meeting and/or exceeding standards-based performance requirements and areas in which the nurse needs improvement. The Director/Manager will assess the nurse's performance in relationship to the mandatory established standards. All nurses will be formally evaluated utilizing the electronic evaluation system upon completion of the probation period. Thereafter, all full-time, part-time or on-call nurses will be evaluated on an annual basis. The Hospital will continue to provide nurses with training that will enable them to understand and use the electronic evaluation system.

The nurse's participation is an integral part of the evaluation process. The nurse will be offered an opportunity to evaluate his/her performance and will be able to receive a copy of the completed evaluation. Nurses will be required to electronically sign the completed evaluation for the purpose of acknowledging receipt

thereof. Nurses will be given the opportunity to provide a written response to the evaluation, which will be retained in the system together with the completed evaluation in the nurse's personnel file. Nurses opting for peer review will be provided a copy of the peer evaluation.

## **7.2 Advanced Clinical Ladder**

Advanced Clinical Ladder I and II is a voluntary, special recognition appraisal program that addresses superior professional and clinical skills, productivity and performance of the nurse. The description of Advanced Clinical Ladder I and II is attached as Appendix A to this Agreement.

## **7.3 Clinical Ladder Application Review**

A designated group of registered nurses, working under the auspices of Clinical Care Congress, will on an ongoing basis, receive and review applications for the Advanced Clinical Ladder for the purpose of assuring that the nurse has met the criteria listed in Appendix A of this Agreement. A nurse whose application is denied may request a review with the application review group in order to clarify the contents of the application. The application review group will also continue to monitor and evaluate the Advanced Clinical Ladder tool.

## **7.4 Advanced Clinical Ladder Payment**

A nurse whose application for Advanced Clinical Ladder I or II is approved shall receive a lump sum payment of \$ 1,500 or \$2,500 respectively. Nurses may elect to receive the payment in quarterly installments.

# **ARTICLE 8 - PROFESSIONAL PRACTICE**

## **8.1 Safety**

The Hospital will maintain a safe and healthful workplace in compliance with Federal, State and Local laws applicable to the safety and health of its nurses. The Association shall select a nurse to serve on the Hospital's Safety Committee, who may use paid release time for such Committee meetings. Further, safety may be a periodic agenda item at Conference Committee, including such possible subjects as: infectious diseases, ergonomics, chemical hazards, security and physical safety, radiation, reduction of latex in the workplace, safe needle devices, back injuries and safety education.

## **8.2 Staffing**

**8.2.1** Quality patient care and the safety of all patients are major shared goals of the Hospital and nursing staff. The Hospital will comply with the requirements of the Washington State Nurse Staffing Committee law (RCW 70.41.420), as amended. Until July 1, 2018, the members of the Nurse Staffing Committee who are registered nurses providing direct patient care shall be half members selected by the Association and half volunteers. As of July 1, 2018, the Association will determine how the registered nurse members of the Nurse Staffing Committee will be selected, including three designated alternatives. The Hospital will provide the Conference Committee with an updated Nurse Staffing Committee membership roster by January 1 of each year and whenever changes occur. Participation in the Nurse Staffing Committee by any nurse shall be on paid work time at the appropriate rate of pay. Nurse staffing committee members who are scheduled shall be relieved of all other work duties during meetings of the committee. An Association staff representative may attend on a non-voting basis. The Association staff representative and the local Association Chairperson shall be provided with agendas and minutes at least five (5) days in advance of meetings. Each unit of the Hospital will seek staff nurse input into the development and modification of their nurse staffing plans. Staffing plans will take into consideration the patient population being cared for, skill mix of the staff, daily census, patient length of stay, patterns of patient placement, level of nurse training and experience, unit geography and other appropriate factors. Staffing plans will be presented to the Hospital's Nurse Staffing Committee, which shall review, assess, and respond to staffing concerns presented to it. The Nurse Staffing Committee will produce the Hospital's annual nurse staffing plan. The Hospital, being ultimately responsible for the nurse staffing plan, may adopt the annual nurse staffing plan produced by the Committee. If the staffing plan is not adopted by the Hospital, the chief executive officer shall provide a written explanation of the reasons why to the Committee. Day to day staffing adjustments based on patient care needs on the unit shall be based on the professional judgment of appropriate nursing personnel.

**8.2.2. Individual Staffing Concerns.** A nurse questioning the level of staffing on his or her assigned unit is encouraged to communicate their concern as soon as the problem is identified to his or her Charge Nurse or Nurse Manager. The person in charge of the unit who receives this communication will assess the staffing on the unit and may adjust unit resources as appropriate and feasible. If adjustments are found to be needed and no adjustments are possible within the unit, the person in charge will contact their immediate supervisor on duty. The supervisor will utilize available management resources to try to resolve the situation. If there is no mutually satisfactory resolution to the staffing problem, the nurse may submit an ADO to the Association and the Nurse Manager. Submitted ADOs shall be reviewed and assessed by the Nurse Staffing Committee to determine if a response is needed.



**8.2.3** In the event the Hospital is planning to proceed with substantial changes to its staffing system and processes on any unit, the Hospital shall comply with the following procedures:

The Hospital will notify the Local Unit Chair of the planned changes a minimum of fifteen (15) days prior to the planned date of implementation of the staffing changes when possible. Such notice shall include the planned timeline for implementation of the staffing changes.

**8.2.4** The Director/Manager will discuss and seek input from staff at unit staff meetings on the affected shift(s) related to the planned staffing changes. A local unit representative will be invited to attend such meetings.

### **8.3 Additional Temporary Hours**

Nurses desiring additional temporary hours up to full-time shall notify their manager in writing. The Hospital will make a good faith effort to utilize full-time and part-time nurses employed by the Hospital prior to scheduling on-call nurses or hiring new nurses, with the exception that on-call nurses shall be given equal priority for the three shifts required in Article 5.6.

### **8.4 General Orientation**

The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to the Hospital's policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. A WSNA bargaining unit member shall be given thirty (30) paid minutes (nonovertime) during RN orientation to meet with new nurses. The content of this presentation shall be mutually agreeable to the WSNA and the Hospital.

### **8.5 Floating**

While the Hospital retains the right to change a nurse's daily work assignment on a shift-by-shift basis in order to best meet patient care needs, a nurse will not be required to perform tasks or procedures for which the nurse has not been currently trained. When floated, a nurse will take the same type of and ratio of patients that ordinarily is treated on the floated nurse's unit; however, if such an assignment is not available a nurse may be floated as a staff helper. For purposes of floating, med-surg (E1, E3, W4 and S5) is considered one unit and telemetry (E2 and S4) is considered one unit. Any nurse required to float shall receive adequate orientation appropriate

for the assignment. A nurse may inform the Charge Nurse of any task or procedure for which the nurse feels inadequately trained.

### **8.5.1 Float Pool Premium**

Any full-time or part-time nurse (no less than a designated .6 FTE status position with hours consistently worked at that level) with regularly scheduled shifts and hours designated to the Float Pool, shall receive a Five Dollar (\$5.00) per hour premium for all hours worked as a Float Pool nurse, in addition to the nurse's regular rate.

### **8.6 In-service Education**

A regular and ongoing in-service education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if nurse attendance is mandatory. The functions of in-service education shall be:

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

Topics to be offered will be determined by discussions between nurses and the education department. The objectives of in-service education shall be: to review the philosophy, objectives and functions of in-service education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. Nurses have an ongoing responsibility to the Hospital and the patients it serves to maintain and increase their skills and knowledge by the continuing education process. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Hospital to attend in-service education during off-duty hours will be paid at the appropriate rate of pay. (However, the Charge Nurse or Specialty Coordinator premium shall only be paid for an in-service program relevant to the Charge Nurse or Specialty Coordinator role, not nursing care programs.) The Hospital will make a good faith effort to provide contact hours for continuing education programs.

## **8.7 Educational and Professional Leave**

Nurses may be allowed up to forty-eight (48) hours of paid educational/professional leave, including time for online educational/professional offerings, per fiscal year; provided, however, such leave shall be subject to budgetary considerations, scheduling requirements of the Hospital and approval by the appropriate nursing Director/Manager. Regarding such leave, a nurse shall upon written request to the Hospital be granted paid educational/professional leave during the fiscal year for clinically relevant education related to the nurse's position at OHMC, so long as scheduling requirements of the Hospital and approval of the Director/Manager are met, in the following amounts of paid educational/professional leave for full-time or part-time nurses based upon a nurse's designated FTE status with hours consistently worked at that level (or on-call nurses with that same service level consistently worked) in the past calendar year:

<b><u>FTE Status</u></b>	<b><u>Hours Education Leave</u></b>
.4-.6 FTE	Twelve (12) Hours
.7-.8 FTE	Twenty-four (24) Hours
.9-1.0 FTE	Forty (40) Hours

## **8.8 Job Related Study**

After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service. Nurses who request to return to work in accordance with an approved leave of absence shall be eligible to apply as a current employee for the first available opening for which the nurse is qualified.

# **ARTICLE 9 - SENIORITY**

## **9.1 Seniority Definition**

Seniority shall mean a nurse's continuous length of service as a full-time or part-time registered nurse based upon bargaining unit hours paid by the Hospital (as well as unpaid "low census hours") from most recent date of hire. (Time spent on nonpaid leaves of absence shall not be counted.) Seniority benefits shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

### **9.1.1 Seniority "Freeze & Bridge"**

Should a bargaining unit nurse transfer to a non-bargaining unit position, the nurse's existing seniority hours shall be "frozen" at the amount accrued at that time. If a non-bargaining unit employee transfers to a bargaining unit position, at that time any prior seniority of the nurse shall be restored ("bridged") to its previous level.

## **9.2 Reallocation**

A reallocation is a redistribution of nursing positions when deemed necessary by the Hospital regarding its determination that there is an imbalance of core staffing for shifts on a unit or when it merges two or more units. When the Hospital proceeds with a reallocation, the following procedures shall be followed:

### **9.2.1 Units Not Reallocated**

At the Hospital's discretion, any current open positions on units not reallocating (positions that were open before the reallocation) will be posted for intra-unit bidding for full-time and part-time nurses only, not to exceed seven (7) calendar days. It is intended that such open positions will be assigned by the Hospital within seven (7) calendar days thereafter. Once the initial vacancy is filled, the resulting vacancy shall be available to the reallocating unit(s). Seniority shall be the determining factor in making assignments, providing skill, competence and ability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and unit based standards.

### **9.2.2 Reallocated Units**

Positions within a reallocated unit(s) will be posted for full-time and part-time nurses only within those units(s) first and open to intra-unit staff for bidding for full-time and part-time nurses only for a period of seven (7) calendar days. The posting will include the total number of required full time equivalent (FTE) staff per shift, and the total number of staff required to fill the available FTE's. It will also include the current number of FTE's and the current number of staff on each shift.

### **9.2.3 Nurse Reallocation Considerations**

To be considered in the reallocation process, a nurse within a reallocated unit must submit a bid during the job posting period to his/her Director/Manager on a form developed by the Employer. The Employer may modify the form as it deems necessary to fit the reallocation situation involved. Such form shall include: current shift, current hours worked, and all choices of shift and FTE in order of preference. A nurse may bid for a position for which the nurse is qualified on any shift.

#### **9.2.4 Reallocation Bids & Absent Nurses**

The Director/Manager shall attempt to inform about the reallocation bid process (by telephone and/or regular mail) any nurse in a reallocated unit who during the entire time allocated for the bidding process is on vacation, absent for an extended illness, or is on a leave of absence. Reallocation bids from these nurses must be submitted in writing with the information requested by the Director/Manager.

#### **9.2.5 Reallocation & Seniority**

Seniority shall be the determining factor in making reallocation assignments, providing skill, competence and ability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and unit based standards.

#### **9.2.6 Reallocation & Schedule Changes**

It is understood that the Hospital has the discretion to modify days off and weekend rotation patterns as it deems necessary, and that this may be disruptive to nurses' personal lives. While the Hospital will make a good faith effort to minimize such disruption, it will make its decision based on its assessment of staffing needs of the reallocated units. If, as the result of a reallocation, days off and weekend rotation patterns are modified, affected nurses will receive fifteen (15) days notice prior to any such modification.

#### **9.2.7 Reallocation Bid Response**

A nurse will be notified of the result of his/her reallocation bid request in writing within seven (7) calendar days of the end of the posting period. A nurse who receives his/her first or second choice will have two (2) weeks to make the required change. Thereafter the change will occur on a date determined by the Hospital.

#### **9.2.8 Reallocation & A Displaced Nurse**

A displaced nurse (nurse who does not receive his/her first or second choice, or chooses not to submit a bid) will have the option after reallocation of accepting a comparable [as defined in Section 9.3.1(a)] open position at that time on any unit in the Hospital for which the Hospital deems the nurse qualified, or being laid off pursuant to Section 9.3, Layoff.

### **9.2.9 Reallocation Appeals**

A nurse who disagrees with a decision regarding reallocation staff assignments is encouraged first to discuss those concerns with the Director/Manager. If the issue is not resolved to the nurse's satisfaction, the nurse may request that the assignment be reviewed by an appeals committee under this Section. The request for review must be submitted in writing (within ten (10) week days of being informed of the decision) to the Vice President, Patient Care Services, and the Local Unit Chairperson, and must specifically identify the issue(s). The appeals committee will consist of the Vice President, Patient Care Services, a representative from the Human Resources Department, two (2) Directors/Managers, and two (2) staff nurse members of the Conference Committee. The appeals committee will make its determination within ten (10) week days of receipt of the request. If the nurse disagrees with the determination of the appeals committee, the nurse may file a grievance within fifteen (15) week days from the date that the nurse was notified of the determination.

### **9.3 Layoff**

In the event a permanent or prolonged reduction in designated positions is determined by the Hospital to be necessary resulting in the layoff of full-time or part-time nurses, the following procedures shall apply:

#### **9.3.1 Layoff Notices**

The Association shall be given notice of layoffs no less than twenty-one (21) calendar days prior to bargaining unit nurses affected. The Hospital shall identify the number and full-time equivalent (FTE) status of the position(s) to be eliminated, as well as shift(s) and unit(s). Twenty-one (21) calendar days' advance notice of layoff shall be given to a nurse(s) who is being laid off.

##### **9.3.1(a) Comparable Position Definition**

For the purposes of this Section, a comparable position is defined as a position:

- (A) for which the Hospital determines the nurse is qualified, and
- (B) with a full time equivalent (FTE) status that is equal to or has a reduction of not more than .2 FTE as compared to the position previously held, or that the FTE status change has no negative impact on insurance benefit eligibility.

### **9.3.2 Layoffs & Functional Areas**

Within the twenty-one (21) calendar day notice period, the affected nurse may only displace the least senior full-time or part-time nurse within the same functional area (as identified by the Hospital) who also has a comparable position. For such displacement to occur, the nurse must be able in the opinion of the Hospital to perform the job in a qualified manner with an orientation period not to exceed three (3) weeks at full-time. (Also, if after reassignment pursuant to these layoff provisions, a nurse has not reached a satisfactory level of performance in the opinion of the Hospital after completing orientation to the new position, the nurse will be subject to immediate layoff.) If there are no nurses in a comparable position with less seniority within the functional area, the affected nurse will be laid off.

If there are affected nurses who are being laid off simultaneously within the same functional areas, the following procedure will be followed:

- A. The most senior of the affected nurses shall initiate the displacement process and may displace the least senior nurse within the functional area who has a comparable position;
- B. The second most senior of the affected nurses may then displace the least senior nurse in the functional area who has a comparable position;
- C. This same process may be used until all the affected nurses have had an opportunity to displace the least senior nurse with a comparable position.
- D. The Hospital retains the right to temporarily reassign nurses to alternative shifts and/or units or departments to ensure competent levels of nurses on each shift during the transition period.
- E. Once a nurse has displaced another nurse, no further displacement opportunities will occur.
- F. A nurse may waive layoff rights to displace a less senior nurse, may be laid off and may be placed on the recall roster under Sec. 9.4.

Consideration may be given to allow laid off nurses the option of working their regular work schedule for the twenty-one (21) day period after receiving notification of layoff or letting them leave after receiving notification of layoff and receiving regular pay (including preapproved education time) for that twenty-one (21) day period.

### **9.3.3 Layoff & Comparable Position**

If during the lay off process a nurse is offered a comparable position by the Hospital, and the nurse chooses not to accept it, the nurse forfeits the right to displace a less senior nurse.

### **9.3.4 Benefits at Time of Layoff**

A nurse may have the option of cashing out accrued PTO and eligible EIB hours (pursuant to Section 14.6 of this Agreement) on the nurse's final paycheck, or to maintain hours on Hospital account in the event the nurse is recalled to work. A nurse who chooses to maintain hours on Hospital account may, at any time while on recall status, notify the Employer of his/her desire to cashout the balance of such hours, and will generally receive payment within two (2) weeks of receipt of written request to the Hospital's Human Resources Department. If a nurse has not cashed out such hours, at the end of the recall period the hours will be cashed out by the Human Resources Department. (For a nurse receiving Medical, Dental, Vision, Life Insurance and Long Term Disability benefits, these benefits will be in effect until the end of the month in which the nurse last works prior to layoff status. Medical, Dental and Vision insurance benefits may be continued on a self-pay basis under the COBRA program.) A nurse will not accrue benefits, wage longevity or seniority while on layoff status. (See, Sec. 9.4.3, On-Call Work While on Layoff.)

## **9.4 Recall**

Nurses on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. Notification of open positions will be made by the Hospital to laid off nurses (within the same functional area) who have remained on the recall roster. Concurrently, the open positions will be posted intra-unit and housewide. Nurses placed on the reinstatement roster are responsible for providing updated address and telephone number information (including notification of contact phone number and address while out of town (*e.g.*, vacation, etc.) to the Human Resources Director of the Hospital. The position will be offered to the most senior nurse of those indicating an interest (who the Hospital determines is qualified) pursuant to the following recall procedure:

### **9.4.1 Recall Procedure**

When the Hospital determines that a position is available within a functional area, a laid off nurse on the recall roster in that functional area will be contacted by telephone or in writing (regular mail) and notified of the vacancy. The position may or may not be the same FTE and/or the same shift previously held by the nurse.



(A) A nurse may reject the position without loss of recall rights.

(B) A nurse must respond to the Hospital's Human Resources Department regarding his/her interest in the open position within ten (10) calendar days of the telephone call or date listed on the notification letter. The vacant position will be given to the most senior nurse, who the Hospital determines is qualified, who applies within the ten (10) calendar day period for the open position. The nurse will be expected to report to work as soon as possible, and no later than two (2) weeks after acceptance of the position.

#### **9.4.2 Temporary Work While on Layoff**

A nurse on layoff may accept a temporary position at the Hospital. At the conclusion of the temporary assignment the nurse will be returned to layoff status. During the temporary assignment, the nurse retains recall rights.

#### **9.4.3 On-Call Work While on Layoff**

A nurse on layoff who indicates a desire to perform on-call work, may do so without forfeiting layoff recall rights. It is understood that the nurse will be treated as an on-call nurse for wage, benefit and seniority purposes. The nurse will be scheduled to work in the same manner as other on-call nurses. In the event of low census the on-call nurse on layoff status will be released after other on-call nurses.

#### **9.4.4 Benefits Upon Recall**

Upon recall, a nurse shall resume accruing benefits, seniority and wage longevity service. Insurance benefit eligibility will be subject to existing eligibility plan requirements at the commencement of work after recall.

### **9.5 Termination**

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting regular status employment with another hospital (except while on layoff status), refusal to accept a comparable job opening offered by the Hospital while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

#### **9.5.1 Layoff Status Extension**

When a laid off nurse has completed twelve (12) consecutive months of layoff, layoff status may be extended an additional six (6) months in lieu of termination if the Hospital's Human Resources Department receives such a written request from the

nurse within the period of time fourteen (14) calendar days prior to the end of the twelve (12) month layoff period. If a nurse has worked in an on-call status throughout the recall period but has not been recalled, the nurse shall retain on-call status but recall rights shall cease.

## **9.6 Roster**

In the event of a layoff, a seniority roster will be available at the Human Resources Department and in the staffing office. At that time a copy shall be sent to the Association. The Roster will be updated quarterly and prior to any layoff.

## **9.7 Low Census**

During temporary periods of low census, the Hospital will determine the level of staffing it deems necessary, and shall release staff in the following order (provided skill, competence, ability and availability are not overriding factors based on the Hospital's opinion of mandatory established criteria of Hospital and unit based standards):

1. Short notice registry agency personnel;
2. Nurses working overtime who volunteer for low census;
3. Volunteers (the day off shall be counted for purposes of the rotations list);
4. Temporary employees;
5. Extended assignment agency/travel personnel; and
6. Nurses working overtime who do not volunteer.

If the Hospital determines it still must "low census" staff, it shall seek to equitably rotate low census within a Hospital unit or functional area in this order:

1. On-call ["Recall nurses" after other on-call nurses];
2. Regular full-time and part-time nurses working extra shifts (a cancelled shift is not counted as a low census day); and
3. Regular full-time and part-time nurses in rotation, provided skill, competence, ability, and availability are not overriding factors based on the Hospital opinion of mandatory established criteria of Hospital and

unit based standards for such on-call, regular full-time or part-time nurses.

It is understood that at any time the Hospital may elect (subject to Section 8.5, Floating) to float staff to other units based on its assessment of need (such as patient census, skill mix and acuity). If a nurse is placed on low census "out of turn" pursuant to the above guidelines, the nurse shall be "skipped" for the next applicable rotation.

The current method of tracking low census rotation in a work unit (*i.e.*, least total hour rotation, last date of low census, or percentage of low census hours to scheduled hours) shall be continued. For rotation purposes, nurses shall report their low census hours to the Staffing Office in increments of four (4) hours. This method shall be reviewed periodically with Conference Committee. A sign up sheet will be available from the Nurse Staffing Office for those who wish to volunteer for low census time off. Regularly scheduled nurses will notify the Nurse Staffing Office or other designated scheduling authority if they wish additional hours. Regularly scheduled nurses shall not be placed on low census if on-call nurses are working on a unit provided skill, competence, and ability are not overriding factors in the opinion of the Hospital based on mandatory established criteria of Hospital and unit based standards.

### **9.7.1 Low Census Notification**

As a general guide, the Hospital will seek to provide notice to nurses called off for low census not less than one and one-half (1-1/2) hours prior to day-shift starting time and not less than two (2) hours prior to evening and night-shift starting time.

### **9.7.2 Low Census**

Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Hospital because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. In the event the Hospital decides to begin a nurse's shift after its scheduled start time, such nurse shall be given the option of either being placed on low census for a period not to exceed four (4) hours or being placed on late start standby for a period not to exceed four (4) hours. The nurse shall not be subject to low census for the remainder of the shift. In the event the nurse is called back into work during the late start standby period, he or she will be paid at time and one-half (1 1/2) for all time worked during the late start standby period. All hours worked during the late start standby period will be paid at the appropriate rate. Nurses who are placed on low census after working part of their shift shall be placed on low census for the entirety of the remainder of their scheduled shift. Nurses who are called off and subsequently

are called and agree to work shall receive overtime pay for all hours worked beyond the end of the normal shift.

### **9.7.3 Benefits/Benefits Use During Low Census**

Nurses who take low census on a voluntary or mandatory basis or who are scheduled to work but are released from duty due to low census shall continue to receive, as applicable, medical, dental and vision insurance coverage, PTO, EIB, seniority, step increases, and other benefits. Accrued PTO may be used during periods of low census in an amount necessary to equal lost wages for unpaid low census hours.

### **9.8 Job Openings**

When a designated status job opening occurs within the bargaining unit, which the Hospital decides to fill, designated status nurses on the Nursing Unit where the opening has occurred and who apply in writing to the designated Director/Manager within the seven (7) calendar day preliminary posting period for that Nursing Unit, will be considered prior to other applicants. The preliminary posting will include pertinent known aspects of the position, including but not limited to the range of FTE status possibilities, shift, unit, minimum qualifications and total FTE availability.

Preliminary posting of such full-time, part-time and temporary job openings shall be on the Nursing Unit where the opening exists for a minimum of seven (7) calendar days. In the event that the Hospital concludes that no qualified nurses have timely applied during the preliminary posting period in the Nursing Unit, the Hospital may post the opening on the Hospital's Human Resources website. Such Human Resources website postings shall be for a minimum of seven (7) calendar days and the posting shall be updated at least every seven (7) calendar days. Nursing Unit preliminary postings and Human Resources website postings may be concurrent if it is unlikely that a designated status nurse from that Nursing Unit will apply. Seniority shall be the determining factor in filling such an opening, provided skill, competence and ability are not overriding factors based on the Hospital opinion of the mandatory established criteria of Hospital and unit based standards and the Employer determines that its staffing patterns and requirements are met. Also, the candidate's previous work experience will be considered. After a decision is made, all applicants who made a timely application will receive a response, and upon request, a written statement of the reason for the decision within ten (10) working days of the request. If the Hospital is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. The Hospital will make the transfer within sixty (60) calendar days.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

### **10.1 Work Day**

The normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours.

### **10.2 Work Period**

The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

### **10.3 Other Work Schedules**

When mutually agreeable to the Hospital and the nurse, the normal workday may vary. Such innovative work schedules may be established by the Hospital with the prior written consent of the nurse involved, so long as the schedules do not negatively impact other nurses and are consistent with the provisions of this Agreement. When such written consent occurs, unless there is an emergency, the Hospital shall give a copy to the Local Unit Chairperson(s) seven (7) calendar days prior to implementation for the purpose of Association review. Where work schedules other than the eight (8) hour day work schedule are utilized, the Hospital retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least fourteen (14) calendar days' advance notice to the nurse.

### **10.4 Schedule Posting**

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) calendar days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work may be changed only by mutual consent.

### **10.5 Overtime**

Overtime shall be compensated for at the rate of one-and-one-half (1-1/2) times the regular rate of pay for all time worked beyond the normal work day or normal work period. For purposes of computing overtime, the nurse's regular rate of

pay shall include shift differential only if four (4) or more hours are worked on the designated shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, the Hospital as a matter of policy shall not reschedule a nurse for extra work because of time off with pay. Special high volume overtime shall be compensated for at the rate of two (2) times the regular rate of pay for all hours worked over twelve (12) in a work day for a nurse regularly assigned to an eight (8) hour day or a ten (10) hour day, or for all hours worked over fourteen (14) hours in a twelve (12) hour day.

## **10.6 Overtime Approval**

All overtime must be approved by the Director/ Manager or designee. The Hospital and the Association agree that overtime should be discouraged. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one-and-one-half (1-1/2) the regular rate which would result in compensation exceeding one-and-one-half (1-1/2) for the same hours worked, except as provided elsewhere in the contract.

## **10.7 Meal/Rest Periods**

A nurse shall receive an unpaid meal period of one-half (1/2) hour when scheduled to work more than five (5) hours. Consistent with the Hospital's practice over the years, nurses electing to work twelve-hour shifts shall have the choice of working a twelve-hour that includes one or two unpaid meal period(s). Nurses electing to work a twelve-hour shift with one unpaid meal period must waive their right to a second unpaid meal period on a form provided by the Hospital. A nurse required to remain on duty or in the Hospital during the meal period shall be compensated for such time at the appropriate rate of pay. For each four (4) hours of working time, a nurse shall be allowed one (1) paid rest period of fifteen (15) minutes.

### **10.7.1 Break Relief Nurses**

Staffing plans will include strategies to more consistently enable nurses to take meal periods and rest breaks as required by the Agreement, and to encourage nurses to use their meal period and rest break opportunities. Beginning within two weeks of ratification, Overlake agrees to post and make reasonable efforts to hire eight (8) additional .9 FTE positions in the Float Pool who shall be assigned primarily to providing meal period and rest breaks for all shifts. These float/break relief nurses shall not replace or be used to supplement the break relief nurse systems in place as of May 1, 2017 in the Emergency Department and Perioperative Services.

## **10.8 Weekends**

The Hospital will make a good faith effort to schedule all regular full and part-time nurses for every other weekend off. In the event a nurse works two successive weekends in a row, the second and not regularly scheduled weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the nurse's regular rate of pay. Vacations must be scheduled so as not to place the Hospital in an overtime condition in order to cover weekends. Every other weekend off cycles may be altered with at least two (2) weeks' notice prior to the start date of the next schedule. Subject to approval, nurses may request to trade weekends. The time and one-half (1-1/2) weekend premium rate shall not apply to nurses who voluntarily agree to more frequent weekend duty or to nurses who have agreed to trade weekend work. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and/or Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and/or Saturday night. Every reasonable effort will be made to schedule nurses who have worked for the Hospital for more than twenty-five (25) tenure years as an RN off on weekends. A "tenure year" in this section means 1664 paid hours in a year or twelve months, whichever comes last. This section shall not apply to individuals who have agreed to alternative work schedules including regularly assigned weekend work.

### **10.8.1 Weekend Premium**

A registered nurse who works on a weekend shall receive a weekend hourly premium of four dollars and twenty-five cents (\$4.25) added to the nurse's regular rate of pay for each hour worked on the weekend prior to any overtime calculations. For this section weekend is defined as any hours worked from the beginning of night shift on Friday to the end of the evening shift on Sunday.

## **10.9 Time Off Between Shifts**

In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1-1/2). This Section shall not apply to standby and callback assignments performed pursuant to Article 12.

## **10.10 Shift Rotation**

In the event the Hospital is planning to use shift rotation, the Hospital shall follow the procedures of Section 8.2, Staffing, for notice to the Local Unit Chair and discussion with affected nurses. Where shift rotation is required by the Hospital a

good faith effort will be made to limit shift rotation to a fourteen (14) day period between each rotation. More frequent shift rotation may be mutually agreed to on an individual basis.

## ARTICLE 11 - COMPENSATION

### 11.1 Wage Rates

Effective May 1, 2020, base rates of pay shall be increased by 3%, with the resulting base rates set out below:

	May 1, 2020
Base	\$34.69
1	\$35.92
2	\$37.38
3	\$38.91
4	\$40.48
5	\$42.01
6	\$43.58
7	\$45.07
8	\$46.60
9	\$48.08
10	\$49.60
11	\$50.49
12	\$51.37
13	\$52.21
14	\$53.13
15	\$54.05
16	\$54.82
18	\$56.65
20	\$58.03
22	\$59.49
24	\$62.13
26	\$63.38



28	\$64.64
30	\$65.29

Wage increases, longevity increments and any benefits adjustments set forth in this Agreement shall become effective at the start of the payroll period in which one year has been completed since the date of hire or the effective date of the last completed longevity increment, whichever is later. (See also, Section 5.9, Month and Year.)

## **11.2 Recognition for Past Experience**

Full-time and part-time nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale in Section 11.1, Wage Rates. For purposes of this Section, "continuous recent nursing experience" is defined as direct patient care nurse experience (*e.g.*, acute care hospital, clinic, nursing home, home health, hospice, etc.) as determined appropriate in the opinion of the Hospital's Assessment Team (Hiring Director/Manager, Director of Patient Care Services and the Nurse Recruiter). Other nursing experience may also be credited as determined appropriate in the opinion of the Hospital's Assessment Team.

### **11.2.1 Short-Term Break in Service**

In the event a nurse terminates from employment at Overlake Hospital and is rehired within one (1) year of the termination date, the nurse's employment will be bridged, and the original hire date will be reinstated for the purpose of seniority and applicable benefits. The nurse will return at the same wage step level and partial tenure completed at the time of the nurse's termination. The nurse would still be required to complete all new hire application procedures and attend Hospital orientation, and will have a new probationary period. Decisions regarding the need for Departmental and/or nursing orientation will be made by the Director/Manager.

## **11.3 Overscale Condition**

Any nurse currently paid more than the base rate of pay for their longevity step shall maintain that cents per hour over scale condition for the term of this Agreement.

## **11.4 Wage and Benefit Minimums**

The Hospital shall be permitted to pay wages and/or benefits in excess of those provided by this Agreement in order to compete for qualified nurses in a changing economic environment. Should the Hospital elect to increase wages and/or benefits, it

shall give written notice to the Local Unit Chairperson(s) ten (10) calendar days prior to implementation for the purpose of Association review. The term "wages and/or benefits" as used in this section does not include the granting of Hospital seniority, as defined in Section 9.1, based on a nurse's past experience.

## **ARTICLE 12 - OTHER COMPENSATION**

### **12.1 Shift Differential**

Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour. Nurses assigned to work the third (11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars and fifty cents (\$4.50) per hour over the regular hourly rate of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

### **12.2 Standby Pay**

Nurses placed on standby status shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour for all standby hours up to fifty (50) in a pay period. For high-volume standby in excess of fifty (50) standby hours per pay period, a nurse shall receive a total of four dollars and fifty cents (\$4.50) per hour for all standby hours over fifty (50) standby hours up to and including one hundred (100) standby hours in a pay period, and a total of five dollars and twenty-five cents (\$5.25) per hour for all standby hours over one hundred (100) standby hours in a pay period. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or fringe benefits. Nurses who are required to be on duty at the start of or during their standby shift shall receive at least one hour's notice except for unanticipated patient emergency cases where one hour's notice may not be possible. In such emergency cases the nurses will be notified as soon as possible. Under no circumstances will a nurse be required to report to work prior to the start of their standby shift. Signal devices shall be provided to nurses on standby for temporary use for those who request them. Nurses placed on low census will not be required to be on standby.

### **12.3 Callback Pay**

Any nurse called back to work from standby status shall be compensated at the rate of time and one half (1 - 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back from off the premises, the nurse shall receive such time and one-half (1 - 1/2) for a minimum of three (3) hours (which shall include any actual time worked). Travel time to and from the Hospital shall not be considered time worked. The minimum callback hours shall not apply when the

nurse reports for work in advance of the assigned shift or remains working at the end of a shift or has not left the campus. Actual time worked in callback shall count as straight-time worked for benefit accrual.

### **12.3.1 Holiday Callback Pay**

Any nurse called back to work from standby status on holidays shall be compensated at the rate of double time (2x) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back from off the premises, the nurse shall receive such double time (2x) for a minimum of three (3) hours (which shall include any actual time worked). Travel time to and from the Hospital shall not be considered time worked.

### **12.4 Charge Nurse/Specialty Coordinator Pay**

Any nurse assigned as a Charge Nurse, Relief Charge Nurse or Specialty Coordinator during hours from 7:00 a.m. through 11:00 p.m. shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour over the regular rate of pay. Any nurse assigned as a Charge Nurse, Relief Charge Nurse or Specialty Coordinator during hours from 11:00 p.m. through 7:00 a.m. shall be paid a premium of five dollars (\$5.00) per hour over the regular rate of pay.

### **12.5 Preceptor Premium**

The preceptor premium shall be one dollar and fifty cents (\$1.50) per assigned hour.

### **12.6 Certification Pay**

The certification premium shall be one dollar and twenty-five cents (\$1.25) per authorized hour upon receipt of the certification. Nurses who are eligible for the premium and education cost stipend shall provide to the Staffing Office proof of certification and, as applicable, recertification. The Hospital shall acknowledge receipt of such proof at the time the nurse provides it. In addition, employees shall be eligible to receive a certification stipend (for related continuing education and certification or recertification examination costs) according to the following criteria:

#### **12.6.1 Full-Time & Part-Time Nurses**

A full-time or part-time nurse must have completed the probationary period, must have been employed for at least six (6) months, and annually shall be limited to a maximum stipend payment of a total of three hundred and twenty-five dollars (\$325) for the year (Fiscal year running from July 1 through June 30).

### **12.6.2 On-Call Nurses**

An on-call nurse must have been employed for at least six (6) months, must meet prescheduling requirements, must work a minimum of twenty-four (24) eight (8) hour shifts (or 192 hours) during every six (6) months, and annually shall be limited to a maximum stipend payment of a total of one hundred and seventy-five dollars (\$175) for the year (Fiscal year running from July 1 through June 30).

### **12.7 Work in Advance of Shift**

When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1-1/2) the regular rate of pay.

### **12.8 Work on Day Off**

Full-time nurses called in on their day off shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay for the hours worked.

### **12.9 Temporary Assignment**

Temporary assignment to a higher paid position within the bargaining unit for eight (8) or more consecutive hours shall be compensated at the higher rate of pay.

### **12.10 Change in Classification**

A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

### **12.11 Bonus Shifts**

In the event that the Hospital offers a bonus or premium above that required by the contract for work on shifts that have not been filled after the schedule has been posted, the Hospital shall post in advance of offering the premium or bonus the following information on the intranet: the units that are eligible for the bonus or premium, the start and end dates of the program, the amount of the bonus or premium, and other requirements associated with the premium or bonus.

### **12.12 BSN/MSN Premium**

The education premium for any nurse holding a Bachelor's Degree in Nursing (BSN) shall be one dollar (\$1.00) per authorized hour. The education premium for any nurse holding a Master's Degree in Nursing (MSN) shall be one dollar (\$1.00) per authorized hour. The nurse is responsible for providing satisfactory

proof of the educational attainment to the Hospital's Human Resources Department. The nurse will receive the education premium beginning the first full pay period following the submission of the document to the Human Resources Department.

**ARTICLE 13 - PAID TIME OFF**

**13.1 Paid Time Off Program**

The Paid Time Off (PTO) program provides eligible nurses with appropriate compensation during holidays, vacation time, and periods of illness or injury for the nurse or to care for a dependent child (including child over 18 years old with a disability) with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, grandparent or domestic partner of a nurse in the event of a serious health condition or an emergency condition pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse's personal needs or desires.

**13.2 Rate of Accrual**

PTO hours will accrue on all hours paid (excluding standby) and low census hours, based on the following accrual rates multiplied by the number of paid hours per pay period, up to a maximum of 80 hours per pay period:

Completed Years of Service <sup>1</sup>	Accrual Rate Per Hour Paid	Max. Accrual Per Pay Period	Max Accrual Per Year
0 - 2	.08846	7.0768 hrs	184 hrs (23 days)
3 - 4	.11923	9.5384hrs	248 hrs (31 days)
5 - 6	.12308	9.8464 hrs	256 hrs (32 days)
7 - 8	.12692	10.1536 hrs	264 hrs (33 days)
9 - 10	.13077	10.4616 hrs	272 hrs (34 days)
11 or more	.13846	11.0768 hrs	288 hrs (36 days)

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<sup>1</sup>Under this Agreement, for PTO and EIB purposes a year is defined in Section 5.9.

Accrual of PTO begins upon the first day of employment and nurses are eligible to use any accrued PTO in the pay period immediately following the accrual.

### **13.3 Paid Time Off Schedule**

All PTO must be scheduled in accordance with the Hospital policies and be approved by nursing administration. PTO schedules will be developed on an annual basis.

Regular PTO (includes non-winter holidays): For the year's non-holiday period, each unit manager (or their designee) shall make available on January 1 a calendar for time off requests. Requests for time off during the following March through February shall be placed by employees on the calendar no later than the preceding January 31. Each unit manager shall post the non-holiday period calendar with approved scheduled time off by February 15 of each year. If nurses make the same PTO request, seniority (as defined in Section 9.1) will be the deciding factor.

Holiday (Thanksgiving through January 2): For the holiday time period (Thanksgiving week through January 2), each unit manager (or their designee) shall make available on May 1 a holiday preference list and calendar for time off requests. Requests for time off during the following holiday time period shall be placed by employees on the calendar and holiday preference lists shall be returned no later than the preceding May 31. Each unit manager shall post the calendar with approved scheduled time off by June 30 of each year. The holidays worked the prior year may be considered by the unit manager in scheduling the current year's holiday period. After consideration of the holidays worked the prior year's holiday period, if nurses make the same PTO request, seniority (as defined in Section 9.1) will be the deciding factor.

Unit managers will respond in good faith to requests made at other times during the year, but those will be granted and scheduled only as practicable by the unit manager in their discretion. Unit managers will deny or grant such requests within two weeks of the request.

Scheduled time off for an employee who transfers to a different shift or unit will be subject to the schedule for time off already determined on the shift or unit. Requests for periods of time off longer than three (3) weeks will be granted only in extraordinary circumstances.

Time off will not be granted, even if scheduled, if the employee does not have sufficient time to cover the entire absence with accrued PTO; however, up to three unpaid days may be used under Section 16.8 to cover the scheduled absence.

The Hospital shall have the right to schedule PTO in such a way as will least interfere with patient care and workload requirements. Patient care needs will take precedence over individual requests. Generally PTO may not be taken in increments

of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Once time off is approved by the Director/Manager or designee, the nurse involved shall not be asked or required to find a replacement for the scheduled time off. In the event that a nurse requests time off and that request is denied, the nurse may arrange with an on-call nurse to work the shifts for which the nurse requested time off, subject to Manager/Director approval. Additionally, once a schedule is posted, a nurse may arrange with an on-call nurse to work a scheduled shift, subject to Manager/Director approval.

#### **13.4 Maximum Accumulation**

PTO may accumulate up to two (2) times a nurse's annual accrual rate. A nurse will not cease to accrue PTO without receiving prior written notification from the Hospital nor will a nurse lose accrued PTO if the Hospital was unable to schedule the time off.

#### **13.5 Paid Time Off Pay Rate**

PTO pay shall be the amount the nurse would have earned had the nurse worked during the period of PTO at the nurse's normal rate of pay, which includes base rate of pay, certification premium, BSN/MSN premium, and shift differential but excludes weekend premium, charge nurse/relief charge nurse/specialty coordinator/team leader premiums, and all other compensation.

#### **13.6 Work on Holidays**

All full-time, part-time and on-call nurses who work on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day shall be paid at the rate of one-and-one-half (1-1/2) times the nurse's regular rate of pay for all regular hours worked on the holiday. Time worked in excess of the normal work day on one of the above designated holidays shall be paid at the double time rate of pay. (For the purposes of this section, New Years Day shall be recognized from 3:00 p.m. December 31 to 3:00 p.m. January 1. Further, for the night shift only, beginning with the 2011 Winter Holiday Season, Christmas Eve Day shall be recognized from 7:00 a.m. December 24 to 7:00 a.m. December 25, and Christmas Day shall be recognized from 7:00 a.m. December 25 to 7:00 a.m. December 26.)

#### **13.7 Use of PTO on Holidays**

Eligible nurses may use PTO hours on a Holiday whether or not the Holiday is worked. The maximum number of PTO hours which may be used will be limited to the employee's regular scheduled shift of work on that day.

## **13.8 Cash Alternative**

Nurses may make an irrevocable election during open enrollment of the preceding year (December) to receive a cash payment from their PTO bank during a specified time period during the year. A minimum of ten (10) hours may be requested and a minimum of forty (40) hours must remain in the PTO bank following the cash-out. Cash-out of PTO hours will be paid at the nurse's normal rate of pay (as defined in Section 13.5) at that time. In the event that the minimum requirements are not attainable at the time the cash-out is to be made, the amount of the cashout will be adjusted to maintain the minimum requirements.

### **13.8.1 Financial Hardship**

Nurses may apply quarterly for a cash-out of a portion of accrued PTO hours under the criteria "Financial Hardship or Unforeseeable Emergency" as defined by the Internal Revenue Service "Treasury Regulation Section 1.457 (b)(4)." Cash-out of PTO hours will be paid at the normal rate of pay (as defined in Section 13.5). The minimum PTO hours requirements for use and PTO bank balance as stated in Section 13.8 are applicable to financial hardship situations.

## **13.9 Shared Leave Program**

Nurses may donate a portion of their PTO hours to an eligible co-worker in times of an extraordinary need related to illness, injury, or financial hardship (as defined in Section 13.8.1) of the co-worker or the co-worker's qualified dependent.

### **13.9.1 Criteria for Donating PTO Hours**

Nurses donating PTO hours must retain a minimum of eighty (80) hours of PTO following their donation. Donations will remain confidential and will be processed in the order received in the Employer's Human Resources Department. PTO hours may be donated only to the extent that they are necessary to supplement the receiving employee's base pay under Section 13.9. Donated PTO hours will be calculated on a dollar equivalent basis by the Human Resources Department.

### **13.9.2 Criteria for Receiving PTO Hours**

Employees receiving PTO hours must be benefit eligible and must have already exhausted all of their own PTO hours. Extended Illness Bank hours, as established in Article 14, must also be first exhausted if the absence is due to personal illness or injury. Shared leave hours that are donated will be paid at the receiving employee's base rate of pay.



### **13.10 Payment on Termination**

After completion of one (1) calendar year of employment, nurses shall be paid upon termination of employment for all PTO hours accrued and unused; provided however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) day prior written notice, or to those nurses who are discharged for cause.

## **ARTICLE 14 - EXTENDED ILLNESS BANK**

### **14.1 Extended Illness Bank**

The Extended Illness Bank (EIB) program provides all eligible nurses with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies.

### **14.2 Use of EIB Hours and EIB Pay Rate**

EIB hours are available following completion of two (2) consecutive normal work days of absence (or after sixteen (16) consecutive work hours of absence) from an employee's scheduled shifts due to illness and/or injury. The EIB pay rate shall be determined in the same manner as the PTO pay rate under Section 13.5 of this Agreement.

#### **14.2.1 Immediate Access to EIB**

In the following specific situations, a nurse may directly access accrued EIB hours without first completing another two (2) consecutive normal work days or sixteen (16) consecutive work hours of the employee's scheduled shifts:

a. When the nurse is allowed to return to work after two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence to a position which is less than the nurse's regular work schedule due to a medical condition. A nurse may supplement pay with EIB hours up to the nurse's FTE status.

b. When the nurse returns to work following two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence due to illness or injury and such condition worsens, therefore, not allowing the nurse to continue to work.

c. When the nurse has been hospitalized for overnight stay of at least one (1) night a nurse may access EIB for absences on scheduled work days, or when the nurse submits to the Director/Manager a physician's authorization for

outpatient procedures calling for preapproval of three (3) days of more recovery (day of the procedure plus two (2) or more additional recovery days projected to be needed).

#### **14.2.2 Work Related Illness/Injury**

A nurse may directly access EIB hours without first completing two (2) consecutive normal work days or sixteen (16) consecutive work hours of absence when he/she has been authorized by a physician for time loss due to a qualified work related illness/injury. EIB hours will only be authorized to supplement lost net wages not covered and paid through the Hospital's Self-Insured Worker's Compensation program.

EIB hours may not be used for follow-up care and/or appointments after a full release to return to work has been authorized by the nurse's physician.

#### **14.3 Rate of Accrual**

EIB hours will accrue on all hours paid (excluding standby) at a rate of .02692 multiplied by the number of paid hours per pay period, up to a maximum of eighty (80) hours per pay period. The maximum accrual per pay period is 2.1536 hours (56 hours per year).

Accrual of EIB hours will begin upon hire and nurses are eligible to use any accrued EIB hours in the pay period immediately following the accrual, provided the provisions of Article 14.2 have been met.

The maximum accumulation of EIB hours shall be limited to six hundred (600) hours.

#### **14.4 Absence Due to Illness Notification**

Nurses working the first (day) shift shall notify the Nurse Staffing Office or other designated scheduling authority at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Nurse Staffing Office or other designated scheduling authority at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Nurse Staffing Office or other designated scheduling authority each day of absence if the nurse is unable to work, unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of PTO or EIB leave for that day. Prior to payment for PTO or EIB hours, reasonable proof of illness may be required which may, at the

request of the Hospital, include a written physician's statement. Proven abuse of time off for PTO or EIB may be grounds for discharge.

#### **14.5 Use of EIB for Other Family Members**

In the event of a health condition of a nurse's child that requires treatment or supervision or in the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law, grandparent or domestic partner of a nurse, such nurse may access EIB hours under the same provisions as stated in Section 14.2. A nurse may access up to 32 EIB hours per calendar year for anyone functioning in the role of a child or parent under the same provisions as stated in Section 14.2.

#### **14.6 EIB Partial Cashout**

Upon termination for other than just cause, for each year of service (as defined for longevity (wage) increment purposes in Section 5.9) after five (5) years of service a nurse shall receive payment at the base rate equal to one percent (1%) of the nurse's accrued but unused total bank of EIB hours:

<b>Years of Service</b>	<b>Percentage of Hours Paid</b>
0 to 5 years	0%
Over 5 years to 6 years	5%
Over 6 years to 7 years	6%
Over 7 years to 8 years	7%
(etc.)	(etc.)

### **ARTICLE 15 - MEDICAL AND INSURANCE BENEFITS**

#### **15.1 Flexible Benefits Program**

Beginning the first of the month following one month of continuous employment, all full-time and all part-time nurses designated as six tenths of a "full time equivalent" (.6 FTE position or more and regularly scheduled to work twenty-four (24) or more hours per week or forty-eight (48) hours or more per pay period shall be included under and covered by the Hospital's group insurance program. Presently this program provides medical, surgical, hospital, dental, vision, and other insurance benefits and options (such as long term disability protection, and the optional "125 Flexible Spending Account (FSA) Plan"). Participation in medical, dental and any other insurance benefits programs or options shall be subject to specific plan eligibility requirements. The Hospital shall only be required to pay an individual nurse's minimum premium (*e.g.*, not any dependent coverage premiums or higher premiums due to optional coverage above minimum provided by a "hospital sponsored plan") if the nurse is participating in one of the plans the Hospital has

formally recognized as a "hospital sponsored plan." All other expenses and costs shall be paid by an individual nurse as required by a plan or option. Effective January 1, 2018, health screenings will be required to earn a discount on the medical plan premium (the "nonsmoker/wellness discount rate"). The screenings will provide employees with their key health indicators to help them better manage their health, and will only be available to the employee. The minimum premium (\$0 cost) will be based on the non-smoker/wellness discount rate. Screenings administered by a third party will be available annually at Overlake for convenience. Alternatively, an employee's normal health care provider can submit the necessary documentation by completing the *Physician Fax-Back* Form. In the event the Hospital modifies its current plans or options, (e.g., discontinuation of the "125 (FSA) Plan"), or provides an alternative plan(s) the Hospital will discuss the proposed plan changes with the Association prior to implementation. The Hospital shall identify a contact person through Human Resources who will be responsible for answering questions from nurses regarding insurance plans.

## **15.2 Health Tests**

All nurses shall meet health care test standards required by regulatory agency, accreditation agency or law. The Hospital shall provide such required tests at no cost to nurses.

## **15.3 Other Insurance**

The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. Nurses shall be permitted to participate in accordance with plan terms in the group term life insurance program as follows:

**15.3.1** Full-time nurses shall be provided with coverage equal to their base annual salary.

**15.3.2** Part-time nurses at .6 to .9 FTE shall be provided \$10,000 coverage.

## **15.4 Retirement Plan**

The Hospital will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Hospital's plan. In the event the Hospital modifies its retirement plan or provides an alternative plan(s), the Hospital will discuss the proposed plan changes with the Association prior to implementation. Once a year the Hospital will hold an open meeting forum, that is separate from the Hospital's Benefits Fair and available for all shifts to attend, to help nurses obtain information on the existing retirement plan.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.1 In General**

All leaves of absence are to be requested from the Hospital in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days of receipt of the employee's written request.

### **16.2 Health and Family Leave**

#### **16.2.1 Family & Medical Leave**

An eligible nurse shall be entitled to take leave of absence under the procedures of this Section. An eligible nurse is one who has completed the probationary period and is working in a designated status position of .6 FTE or more.

(A) Leave may be taken for up to sixteen (16) workweeks during a twelve (12) month period (measured forward from the date the nurse first takes family and medical leave under this Section) to care for (1) the nurse's newborn child, newly adopted child, or newly placed foster child; (2) the nurse's spouse, domestic partner, child or parent with a serious health condition; or (3) the nurse's own serious health condition that leaves the nurse unable to perform the essential functions of the job. (A serious health condition is defined as an illness, injury, impairment or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.) Such leave is in addition to any maternity disability (Sec. 16.2.2) leave that may be required for the actual period of disability associated with pregnancy or childbirth.

(B) A nurse must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Hospital may require certification from a health care provider of the need for and probable duration of leave, with such certification provided to the Hospital within fifteen (15) days of notice for such. Should it deem necessary, the Hospital may (at its expense) obtain an opinion from a second health care provider of the Hospital's choosing, or third health care provider chosen jointly by the nurse and the Hospital should there be a continuing disagreement on the need for such leave.

(C) If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Hospital operations. Approved leave may be granted for up to the sixteen (16) weeks, as needed, or may when medically necessary be used on an

intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 16.2(B), the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Hospital may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

(D) If a nurse takes leave to care for the nurse's newborn child, newly adopted child, or newly placed foster child, the nurse may elect to use available accrued paid time off (PTO) hours while on family and medical leave (unless the nurse is receiving paid insurance benefits under Section 16.2.1(E), and in such case the Hospital will require the nurse to use accrued PTO hours; however, a nurse may maintain a balance of forty (40) hours for use only after return to regular position). If the nurse takes leave to care for him or herself or a sick child with a serious illness, the nurse may use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave (unless the nurse is receiving paid insurance benefits under Section 16.2.1(E), and in such case the Hospital will require the nurse to use accrued PTO and EIB hours; however, a nurse may maintain a balance of forty (40) hours for use only after return to regular position).

(E) For the duration of an approved leave under this Section for a nurse who has been employed for at least twelve (12) months and during the previous twelve (12) month period worked at least 1250 hours for the Hospital, the Hospital will continue the nurse's existing health insurance (medical, dental and vision) for up to twelve (12) weeks under the same conditions as would have been provided to the nurse if the nurse were not on such leave. (If such a nurse does not return to work from such leave, the nurse must reimburse the Hospital for all premiums paid for the nurse during such leave unless the reason for not returning is not within the nurse's control; e.g., permanent disability, layoff, etc.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during the unpaid portion of such leave. While a nurse is on family and medical leave, the Hospital may require the nurse to report to the nurse's Director/Manager on a periodic basis (no more than monthly), regarding the nurse's status and intention to return to work. In the event a reallocation or layoff occurs while a nurse is on a leave, the nurse's position will be treated as if the nurse were working.

(F) If the nurse's absence from work for health reasons does not exceed twelve (12) weeks or the period of time in which the nurse is in a paid status (i.e., PTO, EIB) whichever is greater, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Time in a paid status may not be added to time in an unpaid status for the purpose of extending this return to work commitment. In the event the Hospital is required to fill the position following the

first twelve (12) weeks of the nurse's leave due to business necessity, the nurse will be notified and given the opportunity to return to work. If the nurse elects not to return to work at that time, at the completion of the scheduled leave the nurse will be offered the first available position for which the nurse is qualified in the Hospital opinion of skill, competence and ability in relationship to mandatory established criteria of Hospital and unit based standards.

### **16.2.2 Other Health and Maternity Leave**

When a nurse does not fall under the coverage of Section 16.2.1, Family & Medical Leave, upon completion of the probationary period, a leave without pay for up to six (6) months without loss of accrued benefits for health disability reasons shall be granted upon the recommendation of a physician. However, a nurse who is disabled due to pregnancy shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse's position will be treated as if the nurse were working. A nurse on a leave of absence for any other health disability reason of ten (10) weeks or less shall be entitled to return to the position the nurse vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse's position will be treated as if the nurse were working. Leave for health disability reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the nurse to the first available position for which the nurse is qualified.

### **16.2.3 Family and Medical Leave Related to the Active Duty Service of a Family Member**

To the extent required by applicable law, an eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, domestic partner, son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

### **16.2.4 Family and Medical Leave to Care for an Injured Service Member**

To the extent required by applicable law, an eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a spouse, domestic partner, son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient

status, or is otherwise on the temporary disability retired list for a serious injury or illness.

### **16.3 Military Leave**

Leave required in order for a nurse to maintain status in military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

#### **16.3.1 Military Spouse Leave**

To the extent required by applicable law, up to fifteen (15) business days of leave will be granted to a qualified nurse (nurse who averages 20 or more hours of work per work) whose spouse or domestic partner is on leave from deployment or before and up to deployment during a period of military conflict. This may include any combination of leave without pay, accrued but unused PTO, or EIB, at the nurse's discretion. The nurse must provide the Hospital with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse or domestic partner will be on leave or of an impending call to active duty.

### **16.4 Leave Without Pay**

Nurses on leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

### **16.5 Leave With Pay**

Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Hospital.

### **16.6 Return From Leave**

Nurses who return to work on a timely basis in accordance with an approved leave of absence shall be entitled to the first available opening for which the nurse is qualified in the Hospital opinion of the mandatory established standards.

### **16.7 Jury Duty**

All full-time and part-time nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Hospital in any judicial proceeding, shall be compensated by the Hospital for the difference between their jury



duty/witness fee pay and their regular rate of pay. Nurses subpoenaed for other proceedings will be given unpaid release time.

### **16.8 Personal Leave**

All full-time and part-time nurses shall be granted a minimum of three (3) days of personal leave per year without pay upon request; provided in the opinion of the Hospital such leave does not jeopardize service at the Hospital.

### **16.9 Bereavement Leave**

Leave with pay up to twenty-four (24) hours may be allowed for death in the immediate family. Immediate family shall be defined as grandparent, parent, spouse, brother, sister, child, grandchild, mother-in-law or father-in-law, or anyone functioning in these roles. Additional time off may be granted up to a maximum of five (5) days where extensive travel is required to attend the funeral. Part-time staff may receive pay only to the extent that scheduled hours were lost while on bereavement leave.

### **16.10 Sabbatical**

Upon completion of five (5) calendar years of continuous employment in a designated status position of .6 FTE or more, a registered nurse may request participation in this Agreement's sabbatical program. A sabbatical shall be without pay and loss of seniority or accrued benefit levels and will not exceed four (4) calendar months. The request must be submitted in writing during the month of January for that calendar year to the Director/Manager. The Hospital will determine whether to grant the sabbatical based upon its assessment of staffing needs, the employee role in a Nursing Unit, replacement cost considerations, and budget limits. Seniority shall also be considered if there is a timing conflict between two requests that would otherwise be granted. During the sabbatical or upon conclusion of the sabbatical, upon written notice to the Hospital the nurse will be eligible for the first open position for which the nurse is qualified in the Hospital opinion of skill, competence, and ability in relation to the mandatory established criteria of Hospital and unit based standards. [Sabbatical cannot be combined with other leave programs; however, a nurse may use accrued PTO during an approved sabbatical.]

### **16.11 Domestic Violence Leave**

To the extent required by applicable law, if a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take a reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health

counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, “family member” includes a nurse’s child, spouse, domestic partner, parent, parent-in-law, grandparent, or a person whom the nurse is dating.

## **ARTICLE 17 - COMMITTEES**

### **17.1 Conference Committee**

The Hospital, together with designated local unit representatives, shall establish, a Conference Committee for the purpose of review, discussion and interpretation of contract issues. From time to time, the Hospital may identify major program initiatives that call for speed and flexibility in planning and implementation. The Committee will function as a vehicle for the Hospital and nursing staff working in a collaborative and advisory capacity, to identify and/or react to contract related problems and to promote positive change in an expeditious manner by both intervention in selected issues and through recommendations made to Nursing Administration. The Committee shall be established on a permanent basis and meet not less than quarterly but more often should either party require a meeting. Committee composition shall be as follows: one (1) representative from the Human Resources Department, two (2) representatives from Nursing Administration, one of whom shall be at not less than a Director/Manager level, the local unit chairperson(s) and two (2) representatives of the nursing staff.

#### **17.1.1 Non-Voting Participants**

A representative from Clinical Care Congress and a WSNA Staff Representative may attend Conference Committee meetings as a non-voting participant.

### **17.2 Nurse Practice Committee**

The Nurse Practice Committee shall be inactive as long as nursing practice issues are being addressed by other Hospital standing committees. Should the above indicated condition change, the Nurse Practice Committee will be reinstated and in such an event its purpose shall be to discuss and improve nursing practices at the Hospital. The Committee shall develop specific objectives to be reviewed by the Hospital Administration. The Committee shall be entirely composed of staff nurses plus one (1) representative from Nursing Administration. The members of the committee (excluding the Nursing Administration representative) will be elected by

staff nurses. The Committee will be representative of all clinical areas and shifts. Organizational aspects of the Committee shall be determined by the committee. Each Committee member shall be given release or compensatory time at the straight time rate for the time spent attending committee meetings. This committee shall be advisory and will not discuss matters subject to collective bargaining or the Association's contract. Nurses shall have the responsibility for instituting the Nursing Practice Committee.

### **17.3 Committee Compensation**

Participation on Committees is voluntary. Nurses shall, however, be compensated at the regular rate of pay or be given paid release time for all time spent on Hospital established committees when they are members of the committee and are required to attend committee meetings.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

### **18.1 Grievance Defined**

A grievance is defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted at the lowest possible level. If a grievance arises, it shall be informally submitted to the Director/Manager. If the grievance cannot be resolved, it shall be subject 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.

#### **Step 1. Nurse and Director/Manager.**

Nurses shall first attempt to resolve the grievance by presenting the grievance in writing on a completed grievance form to their Director/Manager within fifteen (15) week days from the date the nurse was or should have been aware that the grievance existed. The Director/Manager shall be given ten (10) week days to meet with the grievant and the Grievance Officer (or designee) at Step 1 to try to resolve the problem. The Director/Manager shall have ten (10) week days from the meeting to issue the Step 1 Response Letter.

#### **Step 2. Nurse, Local Unit Chairperson and Director.**

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance at Step 2 to the director of the respective area

(or designee) within ten (10) week days of the Director's/Manager's Step 1 Response Letter. A conference between the nurse, and the Local Unit Chairperson (or designee), the Director (or designee), and the Director of Human Resources (or designee) shall be held within ten (10) weekdays of the filing of the Step 2 grievance. The Director (or designee) shall issue a written reply (Step 2 Response Letter) within ten (10) week days following the Step 2 meeting.

**Step 3. Vice President and Association Representative.**

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to Step 3 within ten (10) week days of the Step 2 Response Letter to the Vice President, Patient Care Services. The Vice President of Patient Care Services and/or Vice President of Human Resources or designees will meet within ten (10) week days of receipt of the Step 3 grievance with the Association representative, and the grievant. The Vice President of Patient Care Services and/or Vice President of Human Resources or designee, shall issue a written reply (Step 3 Response Letter) within ten (10) week days following the Step 3 meeting.

**Step 4. Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein and other requirements of this Article, the Association may submit the issue in writing to arbitration within ten (10) week days following the receipt of the Vice President of Patient Care Services' and/or Vice President of Human Resources' or Designee's written reply at Step 3 (Step 3 Response Letter). If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the American Arbitration Association, for the Pacific Northwest. 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 but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits.

Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing, including court reporter fees. 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.

## **18.2**

The Association may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing on a completed grievance form within fifteen (15) week days from the date the nurses were or should have been aware that the grievance existed. Such a grievance shall be filed at the appropriate step.

## **18.3**

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void, and shall not be subject to this grievance procedure.

## **ARTICLE 19 - UNINTERRUPTED PATIENT CARE**

### **19.1**

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, picketing, sit in, walkout, slowdown, sick-out, hand billing or other work stoppage or disruption of any nature whatsoever. In the event of any such action or a threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in such action will be subject to immediate dismissal.

## **ARTICLE 20 - GENERAL PROVISIONS**

### **20.1 Separability**

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Hospital and Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually and satisfactory replacement for such provision.

### **20.2 Amendments**

Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

### **20.3 Past Practices**

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital. To the extent practical, the Hospital will communicate any changes in past practices to the nursing staff in advance of the change.

### **20.4 Complete Understanding**

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **20.5 Acquisition**

In the event of an acquisition by another entity, the Hospital and the Association will make a good faith effort to have timely communications in an effort to address staff concerns and minimize the potential adverse impacts on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Hospital will inform nurses of a potential acquisition at least ninety (90) calendar days in advance of the acquisition.
- b. Upon request by the Association, the Hospital and the Association shall meet to negotiate the effects of an acquisition that will impact the future of employees.
- c. The Hospital will inform the potential acquiring entity of the existence of this Agreement and encourage the new employer following an acquisition to consider hiring all current employees and maintaining similar conditions of employment in the interest of preserving a high-quality workforce.

## **ARTICLE 21 - DURATION**

### **21.1 Duration and Renewal**

This Agreement is effective at 12:01 a.m. on May 1, 2020, and shall continue in full force and effect through and including 12:00 midnight, April 30, 2021 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) calendar days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) calendar days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to April 30 of the year in which such notice to amend is timely given and at least sixty (60) calendar days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or about this 27<sup>th</sup> day of April 2020.

OVERLAKE HOSPITAL MEDICAL  
CENTER

WASHINGTON STATE NURSES  
ASSOCIATION

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J. Michael Marsh  
President and Chief Executive Officer

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Magdalyn Chu, RN

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Michelle Curry, RN BHA-IS, MBA,  
Chief Nursing Officer

---

Brenda Elliott, RN

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Lisa Brock  
Chief Human Resources Officer/ Chief  
Compliance Officer

---

Sharon Sim-Rozee, RN

---

Brandy Slade, MHA, BSN, RN, NE-BC,  
CMSRN, Director, Medical Surgical  
Nursing Services & Clinical Education

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Chris Birchem, RN

---

Sandy Salmon, RN, MSN, IBCLC  
Director Women and Infant Services

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Jessie Huang-Refuerzo, RN



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Cherise Horn, RN

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Lyndsey Lind, RN, MSN, CMSRN,  
Manager of Clinical Education & Nursing  
Professional Development

---

Jennifer Carney, RN

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Melissa Ramirez, MSN, RNC-NIC,  
NICU Manager

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Pauline Whitney-Hille, RN

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Lisa Morten, MBA  
Director, Human Resources

---

Suzanne Rodriguez, SPHR, SCP  
HR Business Partner

---

Janet Moore-Lane, RN

---

Terry Wilson, JD  
HR Business Partner

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Gemma Aranda, RN

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Kathryn Geren, RN

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Brook Dodd, RN

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Sydne James, RN, Nurse Representative

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David Campbell, Chief Negotiator

## **APPENDIX A**

### **ADVANCED CLINICAL LADDER I**

#### **DESCRIPTION**

The ACLI nurse uses the nursing process in providing and coordinating care which is focused on assisting the patient and/or family to improve and/or maintain health. The ACLI nurse works with increasing independence to set standards for the delivery of quality patient care, assess the health needs of patients, using specialized knowledge and skills and anticipate the outcome of nursing interventions.

Nurses applying for ACLI must meet the following criteria. If criteria are met, credentialing will be for a period of one (1) year.

#### **A. Experience/FTE Status**

1. Minimum of twenty-four (24) months experience in an acute care setting.
2. Employed at OHMC for a minimum of twelve (12) months.
3. Minimum of six (6) months in current position at OHMC.
4. Fill a regularly scheduled position of at least .4 FTE or if in an on-call position, work an equivalent of a .4 FTE position.

#### **B. Clinical Performance.**

1. Annual clinical evaluation must meet individual standards in all categories.

2. Peer review to include:

peer of nurse's choice,  
peer of Director's/Manager's choice: and  
charge nurse, relief charge nurse, shift administrator or clinical specialist.

clinical evaluation done by the above does not have to meet standards in all categories.

Each individual identified above will provide a summary of the nurse's practice in relation to the description of advanced level of practice.

3. A nurse making initial application for ACLI must submit four (4) written performance study summaries occurring within one (1) year prior to submission of the ACLI application, which verify the advanced level of practice noted in the Description of the ACLI Nurse. Thereafter, while any subsequent application must also be submitted with four (4) written performance study summaries occurring within one (1) year, two (2) must be from the current six (6) month period at time of application, and two (2) must be from the six (6) month period prior to that. (A nurse is not required to participate in the ACL program for consecutive years.) These studies can be situations involving patient/family, personnel and unit or Hospital issues that are indicative of the nurse's advanced level of practice in the unit. Nurses who do not deliver direct patient care, such as Charge Nurses, may describe unit related issues which influence patient care as examples of advanced practice.

C. Leadership/Continuing Education.

1. Attendance at seventy-five percent (75%) of unit staff meetings and/or unit proceedings in the previous twelve (12) months unless excused by the Director/Manager.
2. Attendance at fifty percent (50%) of Clinical Care Congress Quarterly meetings in the previous twelve (12) months period unless Staffing needs preclude attendance.
3. Specialty Nursing Certification (pursuant to Section 5.12 of the Agreement) is to be achieved within twelve (12) months; and/or twenty (20) contact hours of continuing education in your area of practice (as defined in Operating Guidelines for Evaluation).
4. Active participation in at least one hospital, unit, or Clinical Care Congress Committee [for the last twelve (12) months]. Verification of active participation must be provided by the committee chair or Director/Manager.

## **ADVANCED CLINICAL LADDER II**

### **DESCRIPTION**

The ACLII nurse assumes an increasingly autonomous role using the nursing process and clinical expertise in providing and coordinating holistic care. This care is focused on assisting the patient and/or family to improve and/or maintain health throughout the health care continuum. The ACLII nurse assumes a leadership role on the unit by establishing standards and methodologies for measuring the outcome of care applying research to clinical practice, and serving as a resource person for clinical issues in the area of specialization.

Nurses applying for ACLII must meet the following criteria. If met, credentialing will be for a period of one (1) year.

A. Experience/FTE Status.

1. Minimum of twelve (12) months worked as an ACLI nurse at OHMC.
2. Minimum of six (6) months in current position at OHMC.
3. Fill a regularly scheduled position of at least .6 FTE.

B. Clinical Performance.

1. Annual clinical evaluation must meet individual standards in all categories.
2. Peer review as described by clinical evaluation operating guidelines, to include:
  - peer of nurse's choice;
  - peer of Director/Manager and
  - charge nurse, relief charge nurse, shift administrator or clinical specialist.
  - Clinical evaluation done by the above does not have to meet standards in all categories.
  - Each individual identified above will provide a summary of the nurse's practice in relation to the description of advanced level of practice.

3. A nurse making initial application for ACLII must submit four (4) written performance study summaries occurring within one (1) year prior to submission of the ACLII application, which verify the advanced level of practice noted in the Description of the ACLII Nurse. Thereafter, any subsequent application must also be submitted with four (4) written performance study summaries occurring within one (1) year. (A nurse is not required to participate in the ACL program for consecutive years.) These studies can be situations involving patient/family personnel and unit or Hospital issues that are indicative of the nurse's advanced level of practice in the unit. Nurses who do not deliver direct patient care, such as Charge Nurses, may describe unit related issues which influence patient care as examples of advanced practice.

C. Leadership/Continuing Education.

1. Attendance at seventy-five percent (75%) of unit staff meetings and/or unit proceedings in the previous twelve (12) months unless excused by the Director/Manager.
2. Attendance at fifty percent (50%) of Clinical Care Congress Quarterly meetings in the previous twelve (12) month period unless Staffing needs preclude attendance.
3. Specialty certification (pursuant to Section 5.12 of the Agreement) and/or thirty (30) hours of continuing education in your area of practice.
4. Assumes formal and/or informal leadership role in at least one hospital, unit, or Clinical Care Congress Committee in the last twelve (12) months. Verification of participation must be provided by the committee chair or Director/Manager.

D. Research.

1. The ACLII nurse participates in at least one (1) project annually which influences the quality of care provided to a group of patients. The ACLII nurse should be primarily responsible for identification, and analysis of the patient care issue as well as recommending the implementing corrective action and evaluating results. This should be done in collaboration with and the approval of the Clinical Nurse Specialist and/or the Director/Manager. The ACLII nurse will be responsible for providing a brief written summary of each project.

**APPENDIX B**

**SIDE LETTER**

**Between**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

Overlake Hospital Medical Center ("Hospital") and the Washington State Nurses Association ("Association") agree that:

**1. Changed Circumstances.** Should the Association or the Hospital identify changed circumstances in organizational and staffing requirements that it deems call for adjustment of the procedures in Sections 9.2 Reallocation, 9.3 Layoff, and 9.4 Recall, the Association or the Hospital may open such negotiations to modify the collective bargaining agreement in these Sections through negotiations in Conference Committee. It is understood that if such negotiations do occur, bargaining shall be in good faith and the terms of the Agreement between the parties may not be changed unilaterally while the Agreement is still in effect.

**2. Functional Areas and Department/Work Units**

<b><u>FUNCTIONAL AREA</u></b>	<b><u>DEPARTMENT/WORK UNIT</u></b>
(1) Med-Surg	E2, E3, W4, & IV Team, S4, S5, & Med Surg Float
(2) Critical Care	ER, S3, Critical Care Float Pool & Heart and Vascular Center
(3) Behavioral Health Unit	Behaviorial Health Unit
(4) Perioperative	IPS, OPS, OPR, SPU, PeriOp Care Unit, SPA & PACU Services
(5) Childbirth Center	W3, MBU, NICU, L&D, Mom Baby Care Center

**3. Pay Practices for Coordinator.**

(1) Specialty Coordinator shall receive premium for:

- (a) regular assigned shift hours and any contiguous overtime to such a shift; and
  - (b) Director/Manager approved training or meeting attendance directly related to coordinator duties.
- (2) Specialty Coordinator shall not receive premium for:
- (a) PTO/EIB hours,
  - (b) Hospital training or meeting attendance not directly related to coordinator duties,
  - (c) no callback hours, or any other hours.
- (3) It is understood that there shall be no concurrent service in charge nurse, relief charge nurse, team leader or specialty coordinator functions.

**FOR OVERLAKE HOSPITAL  
MEDICAL CENTER**

**FOR THE WASHINGTON STATE  
NURSES ASSOCIATION**

By \_\_\_\_\_

By \_\_\_\_\_

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

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



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into by and between Overlake Hospital Medical Center (the "Hospital" or "OHMC") and the Washington State Nurses Association (the "Association" or "WSNA") regarding the OHMC Clinical Care Congress ("Clinical Care Congress"). It is to be interpreted as a part of the current collective bargaining agreement between the Hospital and the Association for the life of the Agreement, and it replaces the Memorandum of Understanding (February 7, 1995) on this topic.

- 1. Clinical Care Congress Executive Committee.** An employee representing the Association will become a nonvoting member of the Clinical Care Congress Executive Committee.
  
- 2. Conference Committee.**
  - a. A member of the Executive Committee of Clinical Care Congress who is also a WSNA bargaining unit member at the Hospital will attend Conference Committee between the Hospital and the Association under the current collective bargaining agreement ("Conference Committee") as a nonvoting member.
  
  - b. During the term of the existing collective bargaining agreement currently in effect between the Association and the Hospital, the Hospital agrees that an Association staff representative may attend meetings of the Conference Committee.
  
- 3. Recognition, Retention and Recruitment Committee.**
  - a. Hospital employee representing the Association will become a nonvoting member of the Clinical Care Congress Recognition, Retention and Recruitment Committee ("Recognition, Retention and Recruitment Committee").
  
  - b. If any member of the Recognition, Retention and Recruitment Committee, including the employee representing the Association, believes that a current topic of discussion may involve wages, hours or working conditions in a way that should not be discussed by the Recognition, Retention and Recruitment Committee, but instead should be discussed in Conference Committee, then that member may refer the matter to Conference Committee.

- c. If such a referral occurs, the next regularly scheduled meeting of Conference Committee shall have as one of its agenda items whether the referred topic is appropriate for discussion at the Recognition, Retention and Recruitment Committee. Where requested by either party, a special meeting of Conference Committee will be convened to address the referral. When a referral is made to either a regular or special meeting of Conference Committee then discussion on the topic shall cease at the Recognition, Retention and Recruitment Committee as to final decision or implementation on the topic in question until the concerns have been addressed at Conference Committee. Disagreement on Recognition, Retention and Recruitment Committee topics between the Association and the Hospital shall be resolved pursuant to Section 7 of this Memorandum.

#### **4. Unit Based Staffing Committees.**

- a. Each Unit Based Staffing Committee ("UBSC") will keep minutes describing the topics discussed. A copy of those minutes will be forwarded to Conference Committee and the Recognition, Retention and Recruitment Committee no later than ten (10) days after a Unit Based Staffing Committee has met and prior to their next meeting. If the Association has a concern about a UBSC topic in the minutes, the topic will be discussed at the next regularly scheduled meeting of Conference Committee. Where requested by either party, a special meeting of Conference Committee will be convened to discuss the topic. When the Association has expressed a concern about a UBSC topic, then discussion on the topic shall cease at the UBSC involved until the concerns have been addressed at Conference Committee. Disagreement on UBSC topics between the Association and the Hospital shall be resolved pursuant to Section 7 of this Memorandum.
- b. The Hospital will recommend to the Executive Committee of Clinical Care Congress that each departmental unit at the Hospital should have a UBSC, with participation from each shift. The basic goals and procedures for UBSC's shall be forwarded to all such groups.

**5. Ongoing Discussion.** The parties believe that by committing to open and timely communication when questions arise or issues arise and by working cooperatively to solve problems, we can significantly enhance the quality of work life for nursing staff at OHMC. In the event the Recognition, Retention and Recruitment Committee is referring a significant number of topics to the Conference Committee for review, or the Conference Committee is expressing concern about a significant

number of topics being discussed at the UBSC level, then the parties agree to a special meeting to discuss strategies and whether additional education may be necessary.

**6. Future Questions.** In the future, prior to filing any unfair labor practice charges against the Hospital related to Clinical Care Congress in any way, the Association agrees that it will request a special meeting with the Hospital to discuss the Association's concerns. The Hospital will respond to the Association's request for a meeting in a timely manner.

**7. Disagreement Resolution.** In the event that the Hospital or the Association disagrees after Conference Committee discussions under Section 3.c. or Section 4.a. of this Memorandum as to whether a Recognition, Retention and Recruitment Committee topic or UBSC topic is appropriate (because it involves wages, hours or working conditions in a way that should not be before such Committee, but instead must go through Conference Committee), then either the Hospital or the Association may refer the matter to special "bench" arbitration under this Section by serving written notice on the other party. The Hospital and Association shall then promptly select one (1) arbitrator from a previously agreed upon panel of five (5) mutually agreeable arbitrators. [The first arbitrator to be selected from the panel shall be the first listed alphabetically who is available for the "bench" hearing within two (2) weeks.] Each party shall bear its own costs, but the fee of the arbitrator shall be shared equally. The hearing shall be held on the Hospital campus if possible, it shall be no longer than one (1) day, and the arbitrator shall be required to issue a decision at the conclusion of the hearing (confirmed in writing). The arbitrator shall determine whether the topic at issue can be discussed at the Human Resources Committee or UBSC level in the manner proposed, or how the topic should be treated by the parties in the future.

Dated the \_\_\_\_\_ day of July \_\_, 2017.

**OVERLAKE HOSPITAL MEDICAL  
CENTER**

**WASHINGTON STATE NURSES  
ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

This Letter of Understanding ("Letter") is entered into by and between Overlake Hospital Medical Center (the "Hospital" or "OHMC") and the Washington State Nurses Association (the "Association" or "WSNA") regarding Paid Time Off Schedule Section 13.3 of the current Collective Bargaining Agreement between the Hospital and the Association. The Hospital and the Association agree that:

1. Nurses will not be obliged to seek standby (call) coverage.

**FOR OVERLAKE HOSPITAL  
MEDICAL CENTER**

**FOR THE WASHINGTON STATE  
NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## **LETTER OF UNDERSTANDING**

**Between**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

This Letter of Understanding ("Letter") is entered into by and between Overlake Hospital Medical Center (the "Hospital") and the Washington State Nurses Association (the "Association").

The Hospital and the Association agree that during the term of this Agreement:

Nurses who (i) are in a designated FTE status position at the level of .8 FTE or greater, (ii) have been continuously employed in a designated FTE status position at the level of .8 FTE or greater for the entire calendar year, and (iii) work at least 1856 hours in the calendar year as measured from the start of the calendar year, shall:(a) have the opportunity to attend professional conferences approved by the Hospital and shall receive reimbursement consistent with Hospital policy of their actual expenses up to \$2000. Expense reimbursement pursuant to this Letter of Understanding shall occur only when the nurse earns at least 4 CEU credits per day. The intent of this opportunity is not to replace conference opportunities that have been offered historically and nurses attending conferences shall be expected to share information learned. The conference opportunity provided by this section must be used within 12 months of the close of the calendar year in which the opportunity is awarded.

Solely for the purpose of interpreting this letter of understanding, work hours include paid meeting time, paid education time, voluntary low census hours and mandatory low census hours.

**FOR OVERLAKE HOSPITAL  
MEDICAL CENTER**

**FOR THE WASHINGTON STATE  
NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**SIDE LETTER**

**Between**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

Overlake Hospital Medical Center ("Hospital") and the Washington State Nurses Association ("Association") agree that applicants or nurses in certain bargaining unit positions or circumstances may be required to sign loan repayment agreements for certain voluntary programs. At this time, there are only five (5) such agreements, and the subjects they relate to are: moving relocation, agency "buyout", critical care internship, perioperative internship, and new graduate nurse residency program. (These form agreements are attached to this Side Letter. Should the Hospital wish to pursue other subjects for such loan repayment agreements, it shall notify the Association, forward a draft agreement for review, and the parties shall meet and negotiate in good faith. Without mutual agreement between the Hospital and the Association, no new form agreements shall be implemented. It is understood by the parties, however, that the critical care form agreement may also be used for Labor & Delivery, Special Care, Nursery/NICU, and Emergency Department internships.)

**FOR OVERLAKE HOSPITAL  
MEDICAL CENTER**

**FOR THE WASHINGTON STATE  
NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**NEW GRADUATE NURSE RESIDENCY PROGRAM LOAN AGREEMENT**

Name: \_\_\_\_\_, RN

Social Security #: \_\_\_\_\_

Date of Hire:

Department: \_\_\_\_\_

Overlake Hospital Medical Center ("Overlake Hospital") and \_\_\_\_\_, RN ("Nurse") wish to document the New Graduate Residency Program loan understandings between them. Nurse wishes for Overlake Hospital to fund a New Graduate Nurse Residency program including tuition expenses, precepting and training; and Overlake Hospital has need for nurses with such qualifications. Therefore, this New Graduate Nurse Residency Program Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description of New Graduate Nurse Residency Program Loan Understanding:**

Nurse has applied for and been accepted into Overlake Hospital's New Graduate Nurse Residency Program. Upon satisfactory completion of the program, Nurse shall owe Overlake Hospital \$2,000.

**New Graduate Nurse Residency Program Loan Repayment and Service Understandings:**

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse for a minimum of two (2) years at a minimum FTE of a 0.8 for the first year. [This two (2) year period will be calculated from the date Nurse begins working at Overlake Hospital as a Staff RN ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from the Staff RN position within two (2) years of the start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the loan of \$2,000 at a prorated rate. [For example, resignation after six (6) months would require repayment of 75% of the loan (\$1,500).] Should Nurse quit the residency program before completion, Nurse shall also repay the full loan amount. (Nurse is responsible for any personal tax payment and record filing that may be required.)

No payback will be due under the following circumstances:

- 1. Military callback;
- 2. Injury or illness that prevents the employee from working in the assigned position; or
- 3. Termination of employment by Overlake Hospital before the end of ninety (90) calendar days or 520 work hours whichever is greater (not to exceed 180 calendar days) following the end of the residency.

Nurse agrees to the above terms of this New Graduate Residency Program Loan Agreement, and voluntarily accepts its service and repayment requirements.

Nurse

Date

Spousal Consent:

Nurse's Spouse Date



**PREEMPLOYMENT AGENCY LOAN AGREEMENT**

Name: \_\_\_\_\_, RN      Social Security #: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_      Department: \_\_\_\_\_

Overlake Hospital Medical Center ("Overlake Hospital") and \_\_\_\_\_, RN ("Nurse"), wish to document the preemployment agency loan understandings between them. Nurse has nursing qualifications required by Overlake Hospital, but also has unique and special agency payment requirements regarding "buyout" obligations. Therefore, this Preemployment Agency Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description of Preemployment Agency Loan Agreement:**

Overlake Hospital has offered Nurse a \_\_\_\_ FTE \_\_\_\_\_ shift position as an RN in the \_\_\_\_\_ Unit/Department. Subject to this Agreement, Overlake Hospital will make a special loan to Nurse by paying directly to \_\_\_\_\_ ("Agency") \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) to "buyout" Agency's employment contract with Nurse.

**Loan Repayment and Service Understandings:**

Overlake Hospital shall forgive payment of this loan if Nurse works for Overlake Hospital as a Registered Nurse for a minimum of one (1) year at a minimum of a \_\_\_\_ FTE, pursuant to the following preemployment agency loan repayment conditions. [This one (1) year time period shall be calculated from the date Nurse begins working as an employee of Overlake Hospital ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign within one (1) year of Nurse's start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the Agency buyout loan of \$ \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) at a prorated rate. For example, termination after six (6) months would require repayment of 50% of the Agency buyout loan [\_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_)]. (Nurse is responsible for any personal tax payment and record filing that may be required.)

**Nurse agrees to the above terms of this Preemployment Agency Loan Agreement, and voluntarily accepts its service and repayment requirements.**

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Date

Spousal Consent:

\_\_\_\_\_  
Nurse's Spouse

\_\_\_\_\_  
Date

**PREEMPLOYMENT MOVING LOAN AGREEMENT**

Name: \_\_\_\_\_, RN Social Security #: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_ Department: \_\_\_\_\_

Overlake Hospital Medical Center ("Overlake Hospital") and \_\_\_\_\_, RN ("Nurse"), wish to document the preemployment moving loan understandings between them. Nurse has nursing qualifications required by Overlake Hospital, but also has unique and special short-term financial needs regarding family moving expenses. Therefore, this Preemployment Moving Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description of Preemployment Understanding and Moving Loan:**

Overlake Hospital has offered Nurse a \_\_\_\_\_ FTE \_\_\_\_\_ shift position as an RN in the \_\_\_\_\_ Unit/Department. Subject to this Agreement, Overlake Hospital will make a special loan to Nurse of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) for preemployment family moving expenses (actual receipts to be submitted).

**Loan Repayment and Service Understandings:**

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse for a minimum of one (1) year at a minimum of a \_\_\_\_\_ FTE, pursuant to the following preemployment moving loan repayment conditions. [This one (1) year time period will be calculated from the date Nurse begins working at Overlake Hospital ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign within one (1) year of Nurse's start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the preemployment family moving loan of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) at a prorated rate. For example, termination after six (6) months would require repayment of 50% of the preemployment moving loan [\_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_)]. (Nurse is responsible for any personal tax payment and record filing that may be required.)

**Nurse agrees to the above terms of this Preemployment Moving Loan Agreement and voluntarily accept its service and repayment requirements.**

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Date

**Spousal Consent:**

\_\_\_\_\_  
Nurse's Spouse

\_\_\_\_\_  
Date

**PERIOPERATIVE RESIDENCY/INTERNSHIP TUITION LOAN  
AGREEMENT**

Name: \_\_\_\_\_, RN      Social Security #: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_      Department: \_\_\_\_\_

Overlake Hospital Medical Center ("Overlake Hospital") and \_\_\_\_\_, RN ("Nurse") wish to document the Perioperative residency/internship tuition loan understandings between them. Nurse wishes for Overlake Hospital to fund Perioperative residency/internship tuition expenses, and Overlake Hospital has need for nurses with such qualifications. Therefore, this Perioperative Residency/Internship Tuition Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description Perioperative Residency/Internship Tuition Loan Understanding:**

Nurse has applied for and been accepted into Overlake Hospital's Perioperative residency/internship program. Upon satisfactory completion of the program, Nurse shall owe Overlake Hospital \$2,000.

**Perioperative Tuition Loan Repayment and Service Understandings:**

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse in Perioperative Services for a minimum of one (1) year at a minimum of a \_\_\_\_\_ FTE. [This one (1) year period will be calculated from the date Nurse begins working at Overlake Hospital in Perioperative Services after satisfactory completion of the residency/internship ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from the Perioperative Services position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the loan of \$2,000 at a prorated rate. [For example, termination after six (6) months would require repayment of 50% of the loan (\$1,000).] Should Nurse quit the residency/internship program before completion, Nurse shall also repay the loan based on the percentage of the program completed. (Nurse is responsible for any personal tax payment and record filing that may be required.) However, a nurse who has not received an adequate residency program shall not be required to pay back any of the loan if the nurse resigns prior to one (1) year.

**Nurse agrees to the above terms of this Perioperative Residency/Internship Tuition Loan Agreement, and voluntarily accepts its service and repayment requirements.**

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Date

Spousal Consent:

\_\_\_\_\_  
Nurse's Spouse

\_\_\_\_\_  
Date

**CRITICAL CARE RESIDENCY/INTERNSHIP TUITION LOAN  
AGREEMENT**

Name: \_\_\_\_\_, RN      Social Security #: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_      Department: \_\_\_\_\_

Overlake Hospital Medical Center ("Overlake Hospital") and \_\_\_\_\_, RN ("Nurse") wish to document the Critical Care residency/internship tuition loan understandings between them. Nurse wishes for Overlake Hospital to fund Critical Care residency/internship tuition expenses; and Overlake Hospital has need for nurses with such qualifications. Therefore, this Critical Care Residency/Internship Tuition Loan Agreement ("Agreement") is in consideration of the mutual understandings noted below:

**Description of Critical Care Residency/Internship Tuition Loan Understanding:**

Nurse has applied for and been accepted into Overlake Hospital's Critical Care residency/internship program. Upon satisfactory completion of the program, Nurse shall owe Overlake Hospital \$1,000.

**Critical Care Loan Repayment and Service Understandings:**

Overlake Hospital shall forgive repayment of this loan if Nurse works for Overlake Hospital as a Registered Nurse in Critical Care for a minimum of one (1) year at a minimum of a \_\_\_\_\_ FTE. [This one (1) year period will be calculated from the date Nurse begins working at Overlake Hospital in Critical Care after satisfactory completion of the residency/internship ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from the Critical Care position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay to Overlake Hospital the loan of \$1,000 at a prorated rate. [For example, termination after six (6) months would require repayment of 50% of the loan (\$500).] Should Nurse quit the residency/internship program before completion, Nurse shall also repay the loan based on the percentage of the program completed. However, a nurse who has not received an adequate residency program shall not be required to pay back any of the loan if the nurse resigns prior to one (1) year. (Nurse is responsible for any personal tax payment and record filing that may be required.)

**Nurse agrees to the above terms of this Critical Care Residency/Internship Tuition Loan Agreement, and voluntarily accepts its service and repayment requirements.**

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Date

Spousal Consent:

\_\_\_\_\_  
Nurse's Spouse

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**OVERLAKE HOSPITAL MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

**Re: Job Openings/Internships**

This Letter of Understanding is entered into by and between Overlake Hospital Medical Center (the “Hospital”) and the Washington State Nurses Association (the “Association”). It is to be interpreted as a part of the collective bargaining agreement between the Hospital and the Association for the term of the current Agreement.

In any given fiscal year, the Hospital will offer the same number of internships in Specialty areas as the number residencies offered in specialty areas. For example, if six residencies in specialty areas are offered, six internships will be offered.

The Hospital will maintain language in its specialty RN job postings stating that graduation from an Overlake internship program meets the experience qualification for open nurse positions.

The Hospital will maintain language in its specialty job postings stating that currently employed RNs may apply if they wish to be considered for future internships in designated specialty areas.

The applications submitted by currently employed RNs will be held for consideration until the next available formal internship program in the designated specialty area.

The Hospital will announce all internship programs on the Human Resources website section entitled “for RNs only.”

**FOR OVERLAKE HOSPITAL  
MEDICAL CENTER**

**FOR THE WASHINGTON STATE  
NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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