COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

PEACE ISLAND MEDICAL CENTER
Friday Harbor, Washington

December 31, 2019 through March 31, 2022

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THIS AGREEMENT is made and entered into by and between PEACE ISLAND MEDICAL CENTER (hereinafter referred to as the "Medical Center" or "Employer"), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the "Association").

PREAMBLE

WHEREAS, the Medical Center is engaged in furnishing an essential public service of the highest quality, vital to the health and safety of the population of the communities the Employer services; and

WHEREAS, both the Medical Center and its licensed professional registered nurses have a high degree of professional responsibility to serve the public; and

WHEREAS, both parties recognize this mutual responsibility and acknowledge the need for flexibility and innovation in meeting the current and future challenges facing health care providers and their employees. They have entered into this professional Agreement as a means to permit them to fulfill this responsibility, and with the desire to foster stable, peaceful and harmonious relations between the Employer and the Association; and

WHEREAS, the Medical Center and the Association jointly recognize that, in order for the Medical Center to survive and achieve long-range prosperity and growth, and for its employees to maintain secure employment, the parties must work closely together in a cooperative relationship to solve problems quickly and in a cooperative manner. To achieve this goal, the Medical Center and the Association agree to the following principles:

- We are dedicated to the Medical Center being a leading provider of healthcare services through continuously improving levels of service, quality, safety, value and innovative work design.

- Our mutual survival depends on our ability to deliver safe quality healthcare efficiently and cost effectively.

- We must be dedicated to continuous improvement and a collaborative relationship model in support of high quality and affordable healthcare.

- We must be dedicated to creating a transparent environment that supports continuous learning and safety.

- When barriers to our mutual success occur, the appropriate people from both parties will work together to attempt to resolve problems and recommend solutions to our mutual benefit.

- The success of our collaborative relationship is a shared responsibility between the Medical Center and the Association, including each member of the WSNA bargaining unit and Association staff.

Accordingly, the Medical Center and the Association, including all members of the bargaining unit, shall seek to develop and further a positive, collaborative alliance. We want such an alliance to foster an environment in which all are encouraged to engage with each other on problems, errors and near-errors, to learn from their experiences, and to work toward creative solutions. We believe that such an alliance will help to promote high quality and accessible and affordable health care, as well as the fulfillment of PeaceHealth's mission, vision and business strategies. In furtherance of these interests, it is to our mutual benefit that the registered nurses in this bargaining unit become key contributors and active participants in organizational planning, nursing practice, and redesign of our patient care delivery models and systems.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all registered nurses employed by

the Employer as Staff Nurse, Nurse Team Leader and Per Diem Nurse at its hospital, but excluding supervisors and all other employees.

ARTICLE 2 – ASSOCIATION MEMBERSHIP

2.1 Association Membership. All nurses shall, on or before the thirty-first (31st) day following the commencement of their employment, become and remain members of the Association as a condition of employment. Newly hired nurses shall be made aware of this provision at the time of orientation.

All current nurses shall become and remain members, as defined below, as a condition of employment.

Membership in the Association shall be defined as the obligation to pay periodic dues and initiation fees, or upon a request of an employee who wishes to pay an agency fee in lieu of membership in the Association, to pay that portion thereof which represents the Association's costs of representing employees.

Nurses who are required to join or maintain membership in the Association and who fail to do so shall, upon written request to the Employer from the Association, be suspended until such time that all financial obligations have been met. Failure to meet such obligations may result in termination.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of those nurses covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by nurses is set forth as Appendix "A" to this Agreement. Deductions will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands,

suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or Association. The Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

ARTICLE 3 – NONDISCRIMINATION

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no harassment or discrimination against any nurse or applicant for employment on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, veteran status, citizenship (provided the nurse meets the definition of a protected individual under 8 U.S.C. § 1342(b)(a)(3)), affiliation or non-affiliation with the Association, handicap or disability. In the event that the Americans with Disabilities Act (ADA), the Washington Law Against Discrimination (WLAD) or any other law requiring accommodation of employees conflicts with the provisions of this Agreement, such law shall control. Where possible, the Association shall be notified of any perceived conflict, and upon request, the Medical Center shall meet with the Association to discuss the conflict. No nurse shall be discriminated against for lawful Association activity.

ARTICLE 4 – ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the hospital operated by the Employer for the purpose of transacting Association business and observing conditions under which nurses covered by this Agreement are employed; provided, however, that the Association's representative shall upon arrival at the hospital notify the Sr. HR Partner or designee of the intent to transact Association business. The Association representative shall advise the Sr. HR Partner or designee as to which department or areas he or she wishes to visit, and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate location and shall not interfere with the work of nurses.

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

4.3 Rosters. Semi-annually (in the months of January and July), the Employer shall provide the Association electronically and attached to email a list of all nurses covered by this Agreement. This list will contain each employee's name, home address, home telephone number, employee identification number, last four digits of social security number, work status (full-time, part-time or per diem), FTE, unit, shift, rate of pay and first paid working day in a bargaining unit position. In addition, on the first day of each month, the Employer will provide the Association electronically with a list, containing the same information, of any employees hired or moved into a position covered by this Agreement during the previous month. The list shall also identify all employees who left the bargaining unit for non-bargaining unit positions or who were terminated during the previous month.

4.4 Bulletin Board. A bulletin board in a prominent location shall be designated by the Employer for the use of the local unit in the hospital. The bargaining unit may also utilize bulletin boards in the nurses' lounge on each unit.

4.5 Distribution and Introduction of Agreement. During the orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement to the new nurses. The Employer shall distribute a copy of this Agreement (which shall be provided by the Association to the Employer) to each nurse presently employed and to all newly hired nurses. A cover letter, membership application, payroll deduction card and return envelope supplied by the Association will be attached to the Agreement. The Employer agrees to share the cost of printing the Agreement.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes only.

4.7 Negotiating Team. Time spent by members of the Association's negotiating team in negotiation sessions which occur during their regularly scheduled period of work shall count for purposes of computing service increments and accrual of benefits.

ARTICLE 5 – DEFINITIONS

5.1 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of hospital patients.

5.2 RN Critical Access Nurse Team Leader. A nurse functioning in a leadership role, providing direction and coordination of personnel unit-wide. A RN Critical Access Team Leader is a primary resource person, knowledgeable about the policies and procedures of the unit and assists staff. The RN Critical Access Team Lead job description does not confer supervisory status.

5.2.1 Positions. All nurse team leader positions will be posted. The Medical Center maintains the right to select the nurse for the position pursuant to the provisions of Article 12.2. The right to fill and maintain nurse team leader positions in any particular unit is reserved to the Medical Center, provided that the Medical Center treats the addition or deletion of any such position as a "staffing change" in accordance with Article 17.3.

5.2.2 RN Critical Access Relief Nurse Team Leader. A registered nurse who is assigned, on a temporary basis, to perform the duties of a nurse team leader shall be referred to as a relief nurse team leader.

5.3 RN Clinic. A Registered Nurse who is responsible for direct and indirect nursing care of clinic patients.

5.4 RN Clinic Lead. A nurse functioning in a leadership role, providing direction and coordination of personnel clinic-wide. A RN Clinic Lead is a primary resource person, knowledgeable about the policies and procedures of the unit and assists staff. The RN Clinic Lead job description does not confer supervisory status.

5.4.1 Positions. All RN Clinic Lead positions will be posted. The Medical Center maintains the right to select the nurse for the position pursuant to the provisions of Article 12.2. The right to fill and maintain clinic leader positions in any particular unit is reserved to the Medical Center, provided that the Medical Center treats the addition or deletion of any such position as a "staffing change" in accordance with Article 17.3.

5.5 Preceptor Nurse. A preceptor is a regular full-time or part-time nurse who is selected by his or her manager to participate in the planning and implementation of new skill development for designated nurses and/or students (excluding student observers) who are without a clinical instructor in the same building where the students are located. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills and interpersonal relationships, and be able to teach these skills in a close one-on-one relationship with newly hired nurses. Preceptors are assigned by their manager to a designated nurse and/or student without a clinical instructor on a consistent basis. Nurses who are precepting will have those additional responsibilities considered in their work assignments and, where appropriate, will have their patient load reduced accordingly.

5.6 Per Diem Nurses. A per diem nurse is a nurse who may be regularly scheduled after full and part-time nurses are scheduled for their assigned FTE or who is called to work when needed.

5.6.1 Compensation. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement. In addition, a per diem nurse shall receive a differential in lieu of the benefits contained in Articles 9 of fifteen percent (15%). Per diem nurses shall receive longevity increments and shall be eligible for standby pay, preceptor pay, relief team leader pay, callback pay and shift differentials. When a nurse transfers from full-time or part-time status to per diem status, all of the nurse's accrued PTO shall be cashed out.

5.6.2 Minimum requirements. Per diem nurses in their primary job code area must be available to be scheduled to work a minimum of two (2) weekend shifts per month and a minimum of two (2) additional shifts per month. Per Diem nurses with ten (10) or

more years of service at the hospital may satisfy their minimum requirements on an aggregate quarterly-basis. Each nurse must provide notice to the Medical Center of his or her availability prior to the 5th of the preceding month.

5.6.3 Holiday scheduling. The scheduling of nurses to work Memorial Day, Independence Day, Labor Day, Christmas Eve, Christmas Day and New Year's Day, in accordance with mutually established guidelines and Section 9.4, shall apply equally to regularly scheduled nurses and per diem nurses in their primary job code areas.

5.6.4 Position review. Per diem nurses who feel that their work schedule calls for a review of the assigned positions in a unit shall have the right to require such a review and, if not satisfied, may submit the dispute to the grievance procedure. If the review process results in a determination that an additional position in the unit is warranted, the position shall be posted.

5.7 Full-Time Nurse. Nurses who are regularly scheduled to work thirty-six (36) – forty (40) hours within a seven (7) day period or seventy-two (72) – eighty (80) hours within a fourteen (14) day period.

5.8 Part-Time Nurse. Nurses who are regularly scheduled to work less than thirty-six (36) hours within a seven (7) day period or less than seventy-two (72) hours within a fourteen (14) day period. Part-time nurses who feel that their work schedule calls for a review of the assigned positions in a unit shall have the right to require such a review and, if not satisfied, may submit the dispute to the grievance procedure. If the review process results in a determination that an increase in FTE within the unit is warranted, a position shall be posted.

5.9 Rates of Pay.

5.9.1 Straight time rate of pay. Base pay in accordance with Appendix B plus, where applicable, nurse team leader position differential, BSN/MSN differential, certification differential and per diem differential.

5.9.2 Regular rate of pay. Average rate of pay within the applicable work period based on the straight rate of pay plus, where applicable, shift differential, relief nurse team leader differential and preceptor differential.

ARTICLE 6 – PROBATION AND TERMINATION

6.1 Probation. The first 120 calendar days of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional 60 calendar days by the mutual written agreement of the Employer and the nurse involved. A nurse shall attain regular nurse status upon successful completion of the probationary period.

6.2 Notice of Termination. Regular nurses shall give not less than fourteen (14) calendar days' prior written notice of intended resignation.

6.3 Discipline and Discharge. Non-probationary nurses shall not be disciplined or discharged without just cause. Non-probationary nurses disciplined or discharged shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The nurses shall be given a copy of all written warnings. When verbal action taken by the Employer constitutes the first step in the disciplinary process, the Employer shall notify the nurse prior to or concurrent with the disciplinary meeting. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary meetings.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Period and Work Day. The normal work period shall consist of forty (40) or thirty six (36) hours within a seven (7) day period or eighty (80) or seventy-two (72) hours within a fourteen (14) day period. The normal work shift shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours, or twelve (12) hours to be completed within twelve and one-half (12 ½) consecutive hours. All work shifts shall include a 30 minute meal period to be taken on the nurse's own time if relieved of his/her duties during this period.

7.2 Extra Length Shifts.

7.2.1 Ten-hour shifts. Where mutually agreeable to the Employer and the nurse concerned, a normal workday may consist of ten (10) hours. All time worked in excess of ten (10) hours on any shift shall be paid at a premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay.

7.2.2 Twelve-hour shifts. All time worked in excess of twelve (12) hours on any shift shall be paid at the premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay. There will be three (3) 15-minute paid rest periods during each shift. Nurses shall be paid the shift differential appropriate for the shift in which each hour of the twelve (12) hour shift falls.

7.2.3 Other innovative work schedules. Other innovative work schedules may be established when mutually agreeable to the Employer, the Association and the nurse concerned with written notice to the Local Unit Chairperson.

7.2.4 Broad-based implementation and/or discontinuance. Notwithstanding the foregoing, in the event that the Employer seeks to implement extra length shifts for an entire nursing unit or on a hospital-wide basis, the Employer may, in lieu of receiving mutual consent from all affected nurses, notify and, upon request, bargain with the Association regarding the proposed work schedule, which shall be agreed to between the parties prior to implementation. The Association shall respond within fourteen (14) calendar days after receiving notification from the Employer. The Employer has the right to discontinue extra length shifts utilizing the procedure described in Article 10.

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

considered overtime. All overtime must be properly authorized by the Employer. A regularly scheduled nurse (i.e., excluding per diem nurses) who works an eight-hour shift shall be paid time and one-half for all hours worked in excess of eight (8) hours.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay. For nurses working an 8 hour shift, all time worked in excess of twelve (12) consecutive hours shall be paid at the rate of double the employee's straight time hourly rate of pay, except that nurses working 10-hour and 12-hour shifts shall be compensated at the rate set forth in Article 7.2. Overtime shall be computed at the nearest one-quarter hour.

7.5 Mandatory Overtime. Overtime shall not be mandatory unless implemented in accordance with state law.

7.6 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay or premium pay for the same hours worked. All time paid at the contractual overtime rate during a pay period (one week for 40 hour nurses, two weeks for 8/80 nurses) may be credited as overtime for purpose of compliance with State and Federal Law, providing (1) under no circumstances shall any nurse be denied contractual overtime or double time provided under this Agreement and (2) time on call back shall be counted towards statutory overtime.

7.7 Meal Periods and Rest Breaks. Nurses shall receive an unpaid meal period of one-half (1/2) hour and a paid rest break of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate. Nurses are responsible for taking their rest breaks. The Employer is responsible for providing adequate staffing so that nurses may take their permitted breaks. If a nurse requests and is denied the opportunity to take a rest break, then the nurse shall be compensated for such break time at one and one-half (1½) times the nurse's regular rate of pay.

7.8 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. In the event a nurse is required to work either

Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay, unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work). The next regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as commencing at 11:00 p.m. on Friday and concluding at 11:00 p.m. on Sunday (for 12-hour shift nurses, from 7:00 p.m. on Friday to 7:00 p.m. on Sunday) for a night shift nurse unless mutually agreed otherwise.

7.8.1 In the event that a nurse who is scheduled to work every third weekend is required to work consecutive weekends, the nurse shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay for all hours worked on the nurse's unscheduled weekend. Any such nurse who is required to work on the weekend immediately preceding his or her regularly scheduled weekend shall notify his or her supervisor of any event, as soon as the nurse becomes aware of such event, causing the nurse not to work on the regularly scheduled following weekend.

7.9 Work on Day Off. All nurses who are called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a non-scheduled day.

7.10 Rest Between Shifts. Unless performing standby duty, each nurse shall be entitled to an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest shall be paid at the premium rate of time and one-half the regular rate of pay. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades, (2) working a shift as a result of voluntary sign-up not initiated by the Employer, or (3) attending a non-mandatory meeting, in-service or education day shall not be deemed an event that disrupts an otherwise unbroken rest period.

7.11 Work Schedules. Work schedules shall be issued on a monthly basis. Requests for scheduled days off must be submitted by the nurse by the 5th of the preceding month. A preliminary schedule and vacant shifts shall be posted by the 10th of the preceding month. At that

time, per diem nurses may be prescheduled for up to one-half (½) of their shift requirements, after which regularly scheduled nurses (including qualified float nurses) shall have the next opportunity to fill vacant shifts. As of the 15th of the preceding month, per diem nurses shall be scheduled for their remaining shifts based on their earlier declared dates of availability and their desire to work additional shifts. Work schedules shall be posted by the 20th of the preceding month. The Medical Center will provide notice to nurses prior to posting of the work schedule regarding any change from their normal scheduling pattern. Posted schedules may be amended by mutual agreement at any time. Attempts will be made to maintain a master schedule (i.e., scheduling patterns) for regularly scheduled part-time and full-time nurses. Absent the nurses' agreement, nurses shall not be scheduled to work above their FTE.

7.12 Shift Rotation. Unless mutually agreeable by the Employer and the nurse involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, and if skill, ability, experience, competency, and qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first. There shall be no posting of shift rotations. The Employer shall notify the Association of the need to assign shift rotation prior to implementation.

7.13 Consecutive Work Days. Upon request by the nurse, the Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than four (4) consecutive work days.

7.14 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1-1/2) times the regular rate of pay. All hours worked during the scheduled shift shall be paid at the nurse's regular rate of pay, unless the nurse is entitled to premium pay pursuant to Article 7.10.

7.15 Floating. In the event that floating is necessary for reasons other than low census, scheduled personnel from the unit who are qualified to perform the work shall be utilized first. Floating will be spread on an overall equitable basis among nurses in a given unit, in accordance

with that unit's operational needs and patient care demands. Volunteers will be sought first. Agency and traveler nurses will float next, provided that they are qualified to work in the area to which floating is required. Per diem nurses and nurses working above their scheduled FTE, to the extent they are qualified to work in the area to which floating is required, will be floated before regular full-time and part-time nurses. A nurse shall not be required to float to an area for which the nurse has not received adequate current training or work experience to safely perform the duties associated with the float assignment.

7.16 Report Pay. Nurses who report for work as scheduled shall be paid a minimum of four (4) hours' report pay at the straight time rate, unless the Employer makes a reasonable effort to notify the nurse by telephone no less than one (1) hour prior to the beginning of the scheduled day shift, or one and one-half (1½) hours prior to the beginning of the scheduled evening or night shift, that he/she should not report. Calling the nurse at the nurse's most recently furnished telephone number and, if there is a message machine, leaving a message constitutes a reasonable effort to notify under this paragraph, provided that such call is documented.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix B

8.2 Salary and Benefit Computation. For purposes of computing years of service under Articles 8.1 and 9.2, one (1) year of employment shall include at least twelve (12) calendar months. For purposes of computing other benefits, one (1) year of employment shall be computed on the basis of two thousand eighty (2,080) paid hours per year (173.33 per month). Paid hours including both full-time and part-time hours, but excluding standby hours, shall be regarded as time worked for purposes of computing wage and benefits.

Regular full-time and part-time nurses who are asked not to report for work as scheduled because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of benefits. Nurses shall be eligible to receive service increments

and accrued benefits as defined above. Service increments shall become effective the beginning of the first payroll following completion of twelve (12) calendar months.

8.3 Recognition for Previous Experience. Nurses shall be compensated at a salary level equal to the nurse's number of years of continuous recent experience in nursing. For purposes of this section, continuous recent experience shall be defined as relevant clinical nursing experience, with due consideration to breaks in nursing experience which would impact the level of nursing skills, as determined by the Employer.

8.4 RN Critical Access Nurse Team Leader and RN Clinic Lead. A registered nurse who occupies the position of nurse team leader as described in Article 5.2 shall receive a differential of $2.75 for all compensated hours. A staff nurse who is assigned the responsibilities of a relief nurse team leader in accordance with Article 5.2.2 shall be compensated at the rate of $2.50 per hour during the period of assignment.

8.5 Standby and Callback.

8.5.1 Standby pay. Nurses placed on standby status off hospital premises shall be compensated at the rate of $4.25 per hour. Standby pay for any holiday listed in Section 9.8 shall be paid at one and one-half (1½) times the regular standby rate. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or benefits.

8.5.2 Assignment of standby status. Low census standby shall be voluntary. In the event a nurse is placed on low census during his/her shift, the nurse may be offered voluntary standby.

8.5.3 Callback. A nurse called back to work after the completion of the nurse's regular work day shall receive a minimum of two (2) hours of pay at the appropriate rate. A nurse working in any of the departments referenced in Section 8.5.2, who is called to work from either pre-scheduled or mandatory low census standby status, shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the nurse's regular rate of

pay. The performance of standby duties is treated as continuing during a callback; accordingly, standby pay shall be in addition to callback pay.

8.5.4 Paging Devices. The Employer shall continue its past practice with respect to the availability of paging devices.

8.5.5 Repeated or lengthy callbacks. Where a nurse has experienced repeated or lengthy callbacks prior to the nurse's next scheduled shift, the nurse may request to be relieved from working any of or a portion of the next scheduled shift. The Medical Center will make a good-faith attempt to arrange for coverage so that the nurse's request may be granted. The adjustment in work schedule will not count as an occurrence under the attached Memorandum of Understanding #1. The nurse may use PTO at the nurse's discretion.

8.6 Shift Differential. For each hour worked on the second (evening) shift, nurses shall receive a premium pay of eleven percent (11%) of the "base" rate designated in Appendix B. For each hour worked on the third (night) shift, nurses shall receive a premium pay of nineteen percent (19%) of the "Base" rate designated in Appendix B.

8.7 Certification Differential. Nurses who attain certification and who are working in their area of certification shall receive a differential of $1.25 for all compensated hours. For purposes of this paragraph, certification is defined as the achievement of a passing score in an examination for certification established by a national nursing organization in that specialty. Nurses holding an Advanced Registered Nurse Practitioner designation shall be treated as nurses qualifying for certification pay under this paragraph. There shall be recognition for no more than one certification of an individual nurse at any given time. To qualify for continuing eligibility for the certification premium under this paragraph, the nurse shall be required to provide proof of continuing certification prior to January 31 on an annual basis.

8.8 B.S.N. and M.S.N. Differential. Nurses who have a Bachelor of Science degree in nursing shall receive a differential of $1.25 for all compensated hours. Nurses who have a

Master of Science degree in nursing or equivalent degree (including PhD in nursing or DNP) shall receive an additional differential of $1.25 for all compensated hours.

8.9 Preceptor Pay. Nurses assigned as preceptors shall receive a premium of $1.50 for each hour that the nurse is assigned to perform the duties of preceptor.

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

ARTICLE 9 – PAID TIME OFF

9.1 Purpose. The purpose of a Paid Time Off ("PTO") program is to provide all eligible employees with compensation during holidays, vacation time, and periods of illness or injury (including care for a qualified family member as defined by law). It is intended to allow each eligible nurse to utilize paid time off as he or she determines that it best fits his or her personal needs or desires, in accordance with the parties' mutually established guidelines. The Employer shall maintain staffing levels sufficient to assure Nurses may take approved leave. Nurses must use PTO for any requested time off which places the nurse below his or her FTE level for the payroll period, except as otherwise provided herein and in Article 11. This provision will not apply to voluntary or mandatory low census.

9.2 Rate of Accrual. PTO will accrue in accordance with the following schedule

Years of Service	Hours Accrued Annually (based on 2,080 compensated hours per year)
0 through 4th year	224 (28 days) - .10769 per hour
5th through 9th year	264 (33 days) - .12692 per hour
10th through 14th year	296 (37 days) - .14231 per hour
15th through 19th year	312 (39 days) - .15000 per hour
20th and subsequent	320 (40 days) - .15385 per hour

PTO is accrued on all hours paid, excluding standby hours, hours cashed out pursuant to Section 9.9 and hours donated pursuant to Section 9.12. Part-time employees accrue PTO on a pro-rated basis.

9.3 Eligibility. The benefits of this article are available only to full-time and part-time nurses regularly scheduled at 0.5 FTE and above. Available PTO hours will appear on each payroll statement.

9.4 Scheduling of PTO.

9.4.1 Form of request. PTO must be requested through the Medical Center's electronic scheduling and timekeeping system (currently Kronos).

9.4.2 Peak Season Holidays. PTO requested during the Christmas, New Year's, Memorial Day, Labor Day and July 4th holiday periods shall be assigned on a rotational basis provided that either Christmas Day, Christmas Eve or New Year's Day is worked by the nurse. Nurses shall be scheduled to work Christmas Eve, Christmas Day and New Year's Day, Memorial Day, Labor Day and July 4th in accordance with mutually established guidelines.

9.4.3 PTO requests. All requests for PTO may be submitted up to one (1) year in advance and not less than fifteen (15) days before the work schedule is posted (i.e., by the 5th of the preceding month). Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the nurses affected are not significant factors as determined by the Employer. Nurses will be notified in writing as to whether the PTO is approved within 21 days or the date the work schedule is posted, whichever occurs first, after the request is submitted.

9.4.4 Limitations on granting of PTO. PTO will be granted only if a sufficient amount of PTO can reasonably be expected to have accrued to cover the nurse's requested time off on the requested dates.

9.4.5 Approved PTO. Approved PTO shall not be affected by later requests unless mutually agreeable. Once approved, a nurse shall not later be required to find a replacement for PTO granted. However, if there is insufficient PTO at the time of intended use to cover the previously requested time off, the nurse's PTO request will not be converted to a request for unpaid time off absent approval by the Employer. Nurses who transfer to a different unit with previously approved PTO shall meet with the manager of that unit to discuss whether the previously approved PTO can carry over to the unit.

9.4.6 PTO increments. Generally PTO may not be taken in increments of less than the nurse's regular workday. Under special circumstances and only when approved by supervision, partial days may be granted.

9.5 Unscheduled Time Off. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requesting time off without prior approval and on short notice will make a reasonable effort to contact the Employer at least one and one-half (1½) hours before his/her scheduled start time if working the day shift, and at least two (2) hours before his/her scheduled start time if working the evening or night shift. Leaving a message constitutes a reasonable effort to notify under this paragraph. The nurse must provide such notification each day of absence unless prior arrangements have been made with the nurse's manager.

9.6 Payment. PTO shall be paid at the straight time rate of pay. Inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the nurse on the nurse's assigned shift.

9.7 Maximum Limit. The maximum PTO accrual is 600 hours. No future PTO may be accrued or vested until the nurse's maximum accrued unused PTO has been reduced below the maximum, at which point PTO can again be accrued to the maximum. In the event, however, that

a leave request has been denied at least 60 days but no more than six (6) months earlier, where granting the request would have avoided reaching the maximum limit, a nurse may accumulate above the accrual cap until the granting of a PTO request brings the nurse below the cap no more than six (6) months thereafter; provided that the nurse notifies his or her supervisor at the time of the leave request that denial of the request will result in an accumulation above the cap.

9.8 Holidays. All hours worked on the following recognized holidays will be paid at the rate of time and one-half times the regular rate of pay:

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

Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday.

9.9 Cash Alternative. PTO may be taken by a nurse in the form of cash payment in lieu of time off each calendar year, provided that the nurse makes an irrevocable election (1) in the last calendar quarter of the preceding year during Employer's standard benefit enrollment process or (2) during the calendar year itself with Human Resource's approval conditioned on financial hardship, past use of PTO and current PTO balance. Such cashout will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year. PTO taken in cash payment form will be paid at the employee's straight time rate of pay. Inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the nurse on the nurse's regularly assigned shift.

9.10 Full-Time Employee Benefit. All nurses regularly scheduled at .9 FTE or above as of January 1 shall be credited with an additional one day (8 hours) of PTO.

9.11 Payment Upon Termination. A nurse shall be paid upon termination of employment for all accrued PTO.

9.12 Donation of PTO. A nurse may donate a minimum of one (1) hour and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee who has a medical hardship. A medical hardship consists of a medical condition of the employee or a family member that will require the employee's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The Medical Center shall determine, based on information provided to the Medical Center, whether a medical hardship exists. The nurse desiring to donate PTO for another's benefit must submit an electronic request. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

ARTICLE 10 – SENIORITY, LOW CENSUS AND LAYOFFS

10.1 Seniority. Seniority shall be determined by the nurse's most recent date of employment as a full-time, part-time, nurse or Per Diem registered nurse in the bargaining unit and shall be administered on the basis of hospital-wide seniority. Seniority shall begin on the first paid working day of the most recent date of employment. Where Nurses have the same date of hire, those nurses with immediate prior work experience at Inter Island Medical Center shall be treated as a tie breaker.

10.1.1 Interruption in bargaining unit employment. Bargaining unit nurses who take a non-bargaining unit position and subsequently return to the bargaining unit without a break in employment shall retain previously accrued seniority for all purposes, including but not limited to obtaining a bargaining unit position pursuant to the procedures of Article 12.2.

10.1.2 Per diem nurses. A per diem nurse may use accrued seniority to obtain a bargaining unit position.

10.2 Low Census. The Employer retains the right to determine which nursing units may be combined either prior to or after the start of shift, for purposes of low census. For filling regularly scheduled staffing needs, the Employer will use its best efforts to give priority to regular full-time and part-time nurses working up to their scheduled FTEs over per diem, full and part-time nurses working above their scheduled FTEs, and/or registry nurses, provided the full-time or part-time nurse is available and skill, ability, experience, competency or qualifications are not overriding factors. Within this context, the following guidelines apply to the normal order in which nurses are to be called off due to low census and shall be called back in reverse order:

1. Nurses working at an overtime or premium rate of pay during a non-regularly scheduled shift.

2. Volunteers. Voluntary low census granted to individual nurses will be subject to staffing needs on the unit.

3. Agency and traveler nurses.

4. Per diem nurses.

5. Nurses working in excess of their scheduled FTE at their straight time rate of pay.

6. Nurses working during their regularly scheduled shift. Placement on mandatory low census will be rotated equitably among such nurses based on total number of low census hours within a six (6) month period, provided that skill, ability, experience, competence or qualifications are not overriding factors.

Nurses will also be offered the option to float to areas where they are needed and qualified as determined by the Employer on the basis of relevant criteria.

Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period of January-June or July-December. Hours count toward the mandatory low census maximum only when low census is assigned pursuant to Paragraph 7 above. Nurses who

miss a scheduled shift on a unit treated as "closed" due to a holiday shall be treated as being on voluntary low census.

10.3 Layoff and Recall. The Employer retains the right to unilaterally implement layoffs and/or reductions in FTE status as it deems necessary or appropriate. Subject to this right, the parties agree that the following procedures shall apply to any layoff or mandatory reduction in status.

10.3.1 The Medical Center shall provide no less than thirty (30) days' notice to the Association prior to the event, and shall provide advanced written notice to affected nurses not less than two (2) weeks prior to the event or pay in lieu thereof. A seniority roster will be provided to the Association and the Local Unit Chairperson at the time of the 30-day notice. Contemporaneous with providing a notice of layoff, the Medical Center shall provide the Association with a current roster of nurses in the bargaining unit in inverse order of seniority, listing each nurse's seniority, unit, shift and FTE status.

10.3.2 The parties shall meet and negotiate the details of the procedure to be used, which will include the elements listed below. If the parties reach impasse, the Medical Center may implement its procedure but the Association and/or individual nurses retain the right to grieve the issues.

10.3.3 Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Medical Center on the basis of relevant criteria, seniority shall be controlling. Subject to the above qualifications, the principle of seniority shall be recognized to the extent practical and feasible, keeping patient care consideration in mind at all times. Accordingly, the process of bumping shall be utilized consistent with the notion of fairness and minimizing disruption to operations and bargaining unit personnel.

10.3.4 Skill, ability, experience, competence or qualifications will not be considered overriding factors if, in the Employer's opinion, the nurse could become

oriented to the position and thereafter function independently at acceptable performance levels within 120 hours.

10.3.5 At the time of a nurse's layoff, all accrued PTO will be paid out in a lump sum. The laid off nurse may also continue group insurance coverage at the nurse's expense, subject to insurance plan eligibility requirements. The Medical Center shall continue to maintain the nurse's extended illness bank during the time the nurse remains on the reinstatement roster.

10.3.6 The names of affected nurses will be placed on a reinstatement roster for a period of up to eighteen (18) months after layoff or mandatory reduction in FTE status. A nurse shall be removed from the roster upon accepting employment in a position with the same shift and status, upon refusal to accept a position with the same shift and status for which the nurse is qualified, or at the end of the eighteen (18) month period. Seniority shall continue to accrue for nurses who remain on the reinstatement roster.

10.3.7 For the purposes of recall, Article 13.2 shall fully apply and nurses on the reinstatement roster shall be treated as if they are "presently employed nurses." No nurses will be newly hired for a position by the Medical Center as long as nurses qualified for and interested in the position remain on the reinstatement roster. A nurse shall not be considered "not qualified" due to a reason justifying a leave of absence as defined by this Agreement or by law.

10.3.8 Qualified laid off nurses who have notified the Medical Center of a desire to pick up extra shifts shall be given the opportunity to work additional shifts before such shifts are offered to per diem nurses. To the extent feasible, such shifts shall be offered to said nurses in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall. Nurses working such shifts shall be eligible for holiday pay, standby pay, callback pay and shift differential and shall receive the per diem premium.

10.3.9 Dispute resolution. The parties recognize the importance of resolving disputes regarding qualifications expeditiously. Therefore, at the time of layoff or mandatory reduction in FTE status, the parties will explore methods of timely dispute resolution, which may include an appeals procedure and/or expedited arbitration.

10.4 Loss of Seniority. Seniority shall be broken by termination of employment or eighteen (18) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

10.5 Restructure. The Employer retains the right to unilaterally implement any restructure of a unit or units within the hospital. As used in this section, "restructure" means the reallocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units resulting in a mandatory shift change, a mandatory change in unit assignment and/or an increase in FTE status. If a restructure results in a layoff of one or more nurses, however, the provisions of Article 11.3 shall apply instead of the provisions of this section. Subject to the Employer's right to implement a restructure, the parties agree that the following procedures shall apply to any restructure the Employer implements:

10.5.1 If the Employer determines that a restructure may be necessary, then the Employer shall so notify the Association in writing prior to submitting a detailed written proposal. The Association must agree to meet within twenty (20) days of such notice if it desires to provide preliminary input on the contemplated restructure. The Association is free to select those nurses it wishes to be present at this meeting, including members of the WSNA/Management Committee. After incorporating any such input that is provided by the Association, the Employer shall submit a written proposal detailing the restructure to the Association at least thirty (30) days prior to the contemplated implementation of the restructure. The proposal shall outline the shifts currently utilized on the affected unit(s) and describe the total number of FTEs, by shift, required for the new or restructured unit(s).

10.5.2 The Employer shall post the proposal on the affected unit(s) concurrently with submitting the proposal to the Association, to allow input from the affected nurses to the Association.

10.5.3 The parties shall meet within the thirty (30) day period to negotiate the proposed changes prior to implementation.

10.5.4 The nurses affected by the restructure shall bid on the restructured positions in order of seniority. Nurses may also elect to transfer to per diem status.

10.5.5 A seniority roster for the affected nurses shall be posted on the unit(s) not less than fourteen (14) days before the rebid.

10.5.6 No nurse who is affected by a restructure shall be required to increase his or her FTE status more than .05 FTE.

10.5.7 All nurses in the restructured unit at the time of the restructure will be placed on a unit restructure roster for a period of twelve (12) months following completion of the restructure. During this 12-month period positions within the restructured unit will be posted internally for five (5) days, allowing nurses on the restructure roster the first opportunity to apply. Positions will be awarded to such nurses based on seniority within the restructure roster. If no nurses from the restructure roster apply for a position, the provisions of Article 12.2 will apply.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Requests for Leaves. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days.

11.2 Family and Medical Leave. Family and medical leaves of absence will be administered by the Employer consistent with applicable state and federal laws. Regularly scheduled full-time and part-time nurses who have been employed for at least twelve (12) months and have worked at least 1,040 hours in the previous 12 months qualify for FMLA leave. In

accordance with the provisions of the Washington Paid Family and Medical Leave (RCW 50A.04), beginning January 1, 2020 family and medical leave will be available and benefits payable to qualified nurses through the state's program. Nurses may be eligible for additional short term disability benefits for their own medical leave through the employers short term disability plan. All medical leaves of absence must be certified by a healthcare provider on the applicable Medical Certification Form.

11.2.1 Time off for family or medical leave will be paid up to and until the nurse's accrued PTO bank hours are exhausted, except that a nurse may request in advance of taking family leave that up to sixty-four (64) hours be allowed to remain in the nurse's PTO bank at the end of said leave. The nurse must submit this request in writing to Human Resources.

11.2.2 Nurses shall also be eligible for a medical leave of absence for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. If the nurse's absence does not exceed the actual period of disability due to pregnancy or childbirth as certified by the nurse's medical provider, the nurse is entitled to return to work with the same unit, shift, and FTE status.

11.2.3 The nurse may request for approval by the Medical Center an extension of the family or medical leave for up to an additional twelve (12) weeks. During this time, the Employer will not be required to continue to provide healthcare coverage, but the employee will be allowed to continue insurance coverage at the group rate.

11.2.4 For nurses who are not eligible for medical leave under this article but have completed the probationary period, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to twelve (12) weeks, without loss of accrued benefits accrued to the date such leave commences. The provisions of subparagraphs 12.2.1 and 12.2.3 herein shall similarly apply to any health leave taken pursuant to this subparagraph.

11.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, in accordance with Federal and state law, and shall not be considered part of earned annual leave.

11.3.1 FMLA leave for call-up of active duty service member. To the extent required by applicable law, an eligible nurse is entitled to take up to twelve (12) weeks of unpaid leave during any 12-month period due to a qualifying exigency, as defined by the Department of Labor, arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in the Armed Forces and is being deployed to a foreign country.

11.3.2 FMLA Leave to care for injured service member. To the extent required by applicable law, an eligible nurse who is the spouse, child, parent or next of kin (nearest blood relative) of a covered service member is entitled to take up to twenty-six (26) weeks of unpaid leave during a single 12-month period to care for the service member if he or she is receiving medical treatment for, or recuperating from, a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. A covered service member includes 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.

11.3.3 Military spouse leave. To the extent required by applicable law, up to fifteen (15) days of unpaid leave per deployment will be granted to a qualified nurse (who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment, during a period of military conflict. A nurse who takes leave under this provision may elect to substitute accrued paid leave to which the nurse is entitled for any part of such leave. The nurse must provide the Medical Center with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

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

11.5 Education Leave. Nurses shall be provided paid education time per year for purposes of attending educational meetings pertinent to their role as approved by their manager. These include workshops, seminars, CE Direct online and educational programs. Online education outside of CE Direct must be reviewed and pre-approved by management prior to completion, in at least the following amounts: sixteen (16) hours per year for nurses working an average of less than .5 FTE, twenty-four (24) hours for nurses working an average of .5 to .8 FTE and thirty-two (32) hours for those nurses working an average of .9 FTE and above, provided the number of nurses wishing to attend does not jeopardize hospital services. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of the nurse for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities.

Upon request, nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their certification. The Employer will provide tuition reimbursement for continuing education classes and courses necessary to obtain and maintain certification, and for the certification exam when certification is a job requirement. Attendance at courses required by the Medical Center, such as Advanced Cardiac Life Support (ACLS), will be paid at the applicable rate of pay for time worked. Attendance at such courses will be scheduled in advance by management, subject to accommodation for a nurse's previously approved PTO. When a nurse covered by this Agreement is required by the Employer to travel off hospital premises for required education the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the nurse for travel expenses based on the current travel policy. Where a mandatory class requires mandatory preparation including, but not limited to, reading and/or pre-class tests, time devoted to such preparation shall be treated as qualified compensable paid time, based on the recommended guidelines as established by the

professional organization, or absent such guidelines as attested to in good faith by the nurse in collaboration with the nurse manager.

11.5.1 Reimbursement for educational expenses. The Medical Center shall make available at least $500 for each nurse per calendar year for tuition, professional certification, seminars, conferences and course materials related to approved education leave, provided that nurses who receive tuition assistance pursuant to PeaceHealth policy shall not be allowed to use such funds for tuition. The parties agree to urgently address and resolve problems with education expense reimbursement in Conference Committee.

11.6 Jury/Witness Duty. All full-time and part-time nurses who are called to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, including preparation time required by the Employer, shall be compensated by the Employer at their normal straight time rate of pay. To qualify for jury duty pay, a nurse must present the jury duty summons to his or her supervisor immediately after having received the summons, and thereafter must present documentation from the court of time spent on jury duty. If jury duty ends prior to the end of the day shift on the employee's scheduled day, the employee must contact his or her immediate supervisor or designee to discuss whether time remaining on the shift is sufficient to require a return to work that day. Nurses working evening or night shifts shall have the option of being treated as on day shift during weeks of jury duty. If a nurse has spent the full week in actual jury duty service, then the nurse shall not be required to work any additional hours for that week.

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

11.8 Bereavement Leave. An employee may be granted four (4) days (up to thirty-six (36) hours regularly scheduled hours) of paid bereavement leave in lieu of regularly scheduled work hours shall be allowed to a non-probationary employee for a death in the immediate family. Immediate family includes, but is not limited to grandparent, parent, spouse, spousal equivalent, brother, sister, child, grandchild, or the step or in-law equivalent of parent, brother, sister or child.

If additional time for the leave is necessary, the nurse must request PTO for such additional time and obtain the supervisor's approval in advance.

11.9 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening for which the nurse is qualified, except as described elsewhere in this article..

11.10 Worker's Compensation. Nurses receiving industrial insurance benefits for less than ninety (90) days shall be guaranteed reinstatement to their former positions, shift and status. If the position no longer exists, reinstatement shall be guaranteed to a substantially equivalent position. Nurses receiving industrial insurance benefits for more than ninety (90) days shall have the first choice on the first available similar opening on the same shift for which the nurse is qualified.

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

11.11 Domestic Violence Leave. In accordance with applicable Washington state law, if a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work or intermittent leave to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counselor or social services professional. 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, parent, parent-in-law, grandparent or a person whom the nurse is dating.

ARTICLE 12 – EMPLOYMENT PRACTICES

12.1 Personnel Files. Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy reference

verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and former nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. If a nurse believes that any material placed in his/her personnel file is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Written disciplinary notices for conduct other than theft, dishonesty, unlawful harassment, violation of the substance free workplace policy or assault/violence against another person, shall not be considered for purposes of further disciplinary action after more than twenty-four (24) months if there have been no further occurrences warranting discipline during that twenty-four (24) month period.

12.2 Job Posting. Notice of the new and existing nurse positions to be filled shall be posted on the PeaceHealth website at least five (5) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. Posting should include the full-time equivalent of the position (e.g., .6 FTE) and should indicate, where applicable, that the position may be combined or split with other positions.

12.2.1 Filling of positions. In filling the positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service as a registered nurse, provided that the skill, ability, experience, competence and qualifications of the applicants are not overriding factors. Subject to the foregoing proviso, if two individuals have identical seniority, the tie will be broken based on total bargaining unit life hours. The Employer shall make every effort to facilitate the movement of nurses to their desired shifts. In no event shall a nurse be held back from transfer to a new position for more than ninety (90) days, unless an extension is made by mutual agreement with the nurse involved. The Employer, following a decision to fill a position covered by this Agreement, will provide a written or electronic response to each applicant for the position.

12.2.2 Temporary positions. The Medical Center may post temporary positions of no longer than six (6) calendar months' duration. If the Medical Center fills a temporary

position for longer than six (6) calendar months, it shall provide to the Association, upon request, an explanation of the rationale for such action. If a temporary position is to continue indefinitely beyond the conclusion of the six-month period, the Medical Center will post the position in accordance with Section 13.2 above.

If a current employee fills a temporary position, the employee shall continue to accrue seniority and to retain benefits held or accrued in the prior position. If a new hire fills the position, the employee will accrue seniority and will be eligible for the premium in lieu of benefits described in Section 5.4, but will not accrue benefits.

Every thirty (30) days the Medical Center will provide to the Association a list of all nurses occupying temporary positions.

12.2.3 Eligibility for transfer. A nurse transferring to a position in a different unit shall not be eligible to transfer to another unit for an additional period that is double the period of the initial orientation or training, provided that the minimum period of such non-eligibility shall be three (3) months, inclusive of orientation. The nurse selected to fill a training position in a different unit shall be allowed to shadow a nurse in that unit for one shift before confirming acceptance. New graduates shall not be permitted to transfer between units for twelve (12) months, inclusive of orientation. The Medical Center may grant an exception under these provisions in extraordinary circumstances. The restrictions in this paragraph shall be lifted for nurses in any unit for which a notice of layoff pursuant to Section 10.3.1 or a notice of restructure pursuant to Section 10.5.1 has issued.

12.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at Employer-provided training directly related to the employee's current job position, or at meetings or inservices required by the Employer. If attendance is mandatory and if the meeting exceeds the regular workday or workweek, the nurse will be paid at one and one-half (1½) times the nurse's regular rate of pay. The Employer will make a good-faith effort to offer multiple opportunities for nurses to attend required inservices.

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

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

12.6 Position Changes. Nurses will be provided written or electronic confirmation of the terms of any change in their work position.

12.7 Orientation and Development. Nurses will be required to work only in those areas within the Medical Center where they have received orientation. Nurses shall not be assigned to perform tasks or procedures for which they are not qualified by training or experience.

12.7.1 Orientation purposes. A regular and ongoing staff orientation and development program will be maintained. The purposes of orientation are (1) to familiarize new personnel with the objectives and philosophy of the Employer; (2) to orient new personnel to policies and procedures, and to their functions and responsibilities; and (3) to assure that newly hired nurses, newly licensed nurses and nurses changing clinical practice areas have the requisite skills and abilities to assume their responsibilities as staff nurses in their areas of practice.

12.7.2 Assignment of preceptor. Each newly licensed nurse shall be assigned a nurse preceptor for the purpose of direction and support during the orientation period. Other newly hired nurses and nurses changing clinical practice areas shall also be assigned a preceptor if they or management feel it is necessary. The nurse preceptor shall oversee the skills development of the nurse during the orientation period, and be accountable for completing all records documenting skills development.

12.7.3 Orientation. Newly licensed nurses shall receive adequate orientation necessary to perform their assigned tasks. Newly hired nurses and nurses changing clinical practice areas shall receive orientation for a period of time suitable to the nurse's skills and abilities, as evaluated by the preceptor, the nurse director or designee, and the orientee. During the period of orientation, the nurse shall be responsible for the direct care of limited numbers of patients. The Medical Center will annually identify the clinical practice areas to which each bargaining unit nurse is oriented at the nurse's annual evaluation. The nurse will be expected to report any discrepancies to the Clinical Director or designee. The Director and the nurse will then confer regarding the discrepancies.

12.7.4 Patient load. The nurse orientee and the preceptor or designee shall not be assigned a total number of patients in excess of the patient load of the preceptor or designee. The Medical Center reserves the right to interrupt the precepting process to provide for other direct patient care that is necessary. In such an event, the Medical Center will make a good-faith effort to maintain the continuity of the orientation process.

12.7.5 The WSNA/Management Committee shall monitor the effectiveness of the nurse preceptor program.

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

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

ARTICLE 13 – HEALTH AND WELFARE

13.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be eligible to participate in the health insurance benefit program offered by the Employer. Nurses shall be offered benefit options, in accordance with the terms of the program, with regard to medical, dental, vision, life, AD&D, and long-term disability plan and healthcare and dependent care spending accounts.

13.1.1 Premiums. The Employer shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

For nurses working at least 64 hours per pay period, the Medical Center will pay 93% of the cost of the PPO medical plan premiums for employee coverage and 77% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 85% of the cost of the PPO medical plan premiums for employee coverage and 65% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 100% of the cost of the ABHP medical plan premiums for employee coverage and 82% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 90% of the cost of the ABHP medical plan premiums for employee coverage and 70% of the cost of said premiums for dependent coverage.

13.1.2 Changes in benefits. Participation in the Employer's health insurance benefit program shall be subject to specific plan eligibility requirements. The Employer shall continue the current or a substantially equivalent level of aggregate benefits existing under this new program, including the level of premium contributions, for each of the insurance plans referenced in this Section 14.1. In the alternative, if the Employer does not offer benefits substantially equivalent to the existing plan design, the Employer will notify the Association of the proposed new level of benefits for the applicable plan, and

will meet with the Association, upon request, to bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 16 shall not apply for a period of thirty (30) days after impasse. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Employer's non-bargaining unit employees.

13.2 Health Tests. The Employer follows CDC (Center for Disease Control and Prevention) recommendations and guidelines pertaining to TB skin tests for employees. Testing recommended by the above guidelines, or requested annually by the nurse, will be provided without cost to the nurse. Nurses will be screened for tuberculosis at hire and as needed for post-exposure monitoring. The Employer shall, at no cost to the nurse, provide a Hepatitis B series to any nurse requesting the series and make available follow-up testing to assess efficacy of the series.

13.3 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement program. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 16 shall not apply for a period of thirty (30) days after impasse.

13.4 Health and Safety. The Employer and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace. Nurses shall not be required to work under unsafe or hazardous conditions. All safety equipment deemed necessary for a particular job shall be furnished. The Employer shall provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Association shall appoint a representative to serve on the Employer's Safety Committee. The representative shall be paid for time spent during Safety Committee meetings. If a nurse is unable to arrange for time off to attend a Safety Committee meeting, the Employer will assist in facilitating the nurse's attendance. When safety issues are identified the Employer will resolve the issue in a reasonable timeframe.

13.5 STD and LTD Insurance. The Employer shall pay one hundred percent (100%)

of the premium for the basic Long Term Disability and Short Term Disability coverage for each nurse regularly scheduled to work twenty (20) hours per week or more (.5 FTE). Subject to plan eligibility requirements, eligible nurses may elect to purchase greater LTD coverage at the nurse's expense.

13.6 Lockers. Nurses shall be provided access to a locker for personal belongings.

ARTICLE 14 – WSNA/MANAGEMENT COMMITTEE

14.1 WSNA/Management Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a WSNA/Management Committee to assist with communication and other mutual issues. The purpose of the WSNA/Management Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least quarterly and shall consist of at least three (3) representatives of management and at least three (3) representatives of the nurses covered by this Agreement. In addition to the nurses, an Association representative may attend and participate in WSNA/Management Committee meetings. Time spent in WSNA/Management Committee shall be paid time for Committee members. Committee members will attempt to arrange for time off to attend meeting. If a nurse is unable to arrange for time off to attend, the employer will assist in facilitating the nurse's attendance.

ARTICLE 15 – NO STRIKE - NO LOCKOUT

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

interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

ARTICLE 16 – GRIEVANCE PROCEDURE

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

16.2 Step 1: Nurse and Manager. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse shall first discuss it with his or her director or designee within thirty (30) calendar days from the date the nurse was or should have been aware a grievance existed. The director or designee shall respond within ten (10) calendar days.

16.3 Step 2: Nurse, Local Unit Chairperson Chief Administrative Officer. If the grievance has not been resolved informally at Step 1, the nurse shall reduce the grievance to writing and submit it to the Chief Administrative Officer or designee within ten (10) calendar days from the date of the Step 1 response. The written grievance shall contain a description of the alleged problem, the date it occurred and the corrective action the grievant is requesting. A conference between the nurse (and the Local Unit Chairperson or designee, if requested by the nurse) and Chief Administrative Officer or designee shall be held. The grievant shall have a full opportunity to present his or her position, including any evidence in support thereof, at this conference. The Chief Administrative Officer or designee shall endeavor to resolve the grievance and will respond in writing within fourteen (14) calendar days of receipt of the written grievance.

16.4 Step 3: Administrator and Association Representative. If the nurse is not satisfied with the reply at Step 2, the nurse shall present the written grievance to the Medical Center Administrator or designee within ten (10) calendar days from the date of the response of the Chief Administrative Officer or designee. The Medical Center Administrator or designee thereafter shall meet with the Association representative within fourteen (14) calendar days for the purpose of

resolving the grievance. The Association may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted within thirty (30) calendar days from the date the nurses were or should have been aware a grievance existed. The Medical Center Administrator or designee shall respond in writing within fourteen (14) calendar days after the Step 3 meeting.

16.5 Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within thirty (30) calendar days following the date of the Medical Center Administrator's or designee's response. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Association shall submit the matter for arbitration to the American Arbitration Association Service. An arbitrator will be selected following the procedures of the American Arbitration Association.

16.5.1 The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. The arbitrator shall issue his or her written decision within sixty (60) calendar days from the date of the close of the hearing, provided that failure to meet this deadline shall not impact the validity of the arbitrator's decision. If the arbitrator should find that the Employer was prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer.

16.5.2 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 by mutual agreement incident to the arbitration hearing, except that the non-prevailing party shall pay for all other AAA costs incurred. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees incurred or for the expenses of witnesses called by the other party.

16.6 Provision of Information. Except as otherwise provided herein, neither the Employer nor the Association shall be required during the term of this Agreement to provide the other party with any data, documents, information or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance or as required by law

ARTICLE 17 – STAFFING

17.1 Nurse Staffing Committee. The parties established Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41 and successors thereto. The Association will determine how the Registered Nurse Members of the NSC will be selected, the Hospital will provide the Association with an updated NSC membership roster by January 1 annually and whenever changes to the membership occur. Attendance at NSC meetings by appointment committee members will be on a paid time basis at the RN's regular rate of pay and RNs shall be relieved of all other work duties during meetings. A WSNA staff representative or designee may attend. NSC meetings will be held at least bimonthly. The Local WSNA Chairperson shall be provided access to agendas and minutes in advance of each meeting. The Committee shall produce the annual nurse staffing plan. All changes to the staffing plan shall be considered and discussed by the NSC before they go into effect. Should the Committee have any disagreements with the proposed staffing plan, the process as outlined in RCW 70.41 shall be followed. No RN shall be counseled, disciplined and/or discriminated against for making any report or complaint to the NSC.

17.2 Staffing:

17.2.1. Quality of care and the safety of all patients are of paramount concern to the Hospital and the nursing staff who provide care for our patients. The Hospital is

committed to partnering with the nurses to design care delivery that includes appropriate skill mix of the registered nurses and other nursing personnel, layout of the units, patient acuity considerations, national standards and recommendations for the Nurse Staffing Committee.

17.2.2. The Hospital's staffing plan and its implementation shall in no way violate the following commitments. Each unit in the Hospital's facilities shall maintain staffing levels that provide for safe patient care and the health and safety of nurses. In order to provide safe patient care, the Medical Center shall:

a. Provide staffing levels that enable RNs the opportunity to receive meal and rest breaks.

b. Provide staffing levels that enable RNs to utilize their accrued paid time off.

c. Except in emergent circumstances, refrain from assigning RNs to provide care to more patients than anticipated by the agreed staffing plan and relevant safety requirements.

17.3 Individual Staffing Concerns. A nurse questioning the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor, who will utilize available management resources to attempt to resolve the situation. The nurse shall use the appropriate form to be developed and agreed to between the parties to document the situation. Within 60 days of the date of ratification of this Agreement, the WSNA/Management Committee will develop a revised mutually agreeable form to be utilized by nurses raising individual staffing concerns. The Employer shall provide a written response to nurses who have submitted written forms. All such forms and written responses shall be compiled and reviewed by Association representatives, who will identify trends on a regular basis and present them to the WSNA/Management Committee on an as-needed basis. Following revision of the form as stated above, all forms submitted to the Employer and responses thereto will be simultaneously delivered to a representative of the Association's choice.

17.3.1 A nurse, upon identifying a patient care concern, shall report the concern immediately to her/his nurse team leader or the nurse manager on duty. If no resolution occurs at this level, then the nurse shall report the matter to a patient care director.

17.4 Staff Development. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussions by the WSNA/Management Committee. Such programs shall be consistent with the standards established by ~~the Joint~~ national CMS accrediting organization. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A quarterly and on-going staff development program shall be maintained and made available to nurses covered by this Agreement. The existence, content, and attendance requirements of the program shall be discussed and considered by the WSNA/Management Committee provided for herein.

ARTICLE 18 – GENERAL PROVISIONS

18.1 Savings Clause. This Agreement shall be subject to all present and future applicable federal and state laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. The parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

18.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer or the Association, except that ongoing and generally accepted, established practices of the Medical Center which affect the terms and conditions of employment of the bargaining unit

shall not be unilaterally discontinued by the Employer without first bargaining about any such proposed discontinuance with the Association.

18.3 New Terms or Conditions of Employment. The Medical Center shall not implement unilaterally any new terms or conditions of employment without bargaining, upon demand, with the Association regarding any such new terms or conditions.

ARTICLE 19 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

19.2 Workplace Violence. The Employer will provide a safe environment free of potential hazards to nurses encompassing a clear policy of zero tolerance of workplace violence (including physical violence and verbal threats) by patients or visitors. Prominent signs shall be posted in the Medical Center in accordance with the recommendations by the workplace violence committee. If at any time, a nurse does not feel safe to care for a patient they reasonably believe poses a risk of violence, they may notify their immediate supervisor and request a safety care conference. The Medical center shall cooperate with and comply with all lawful requests from law enforcement.

The Parties will form a Workplace Violence Prevention, Response and Assessment Committee composed of equal members of employees and members of Management which include principal management personnel on security, education and nursing, with a minimum of four RNs selected in partnership with WSNA. The RNs shall have time off arranged by management and be paid at their regular rate of pay for all time in Committee meetings and other committee activities. The Committee shall meet monthly for the first six months, and at least bi-monthly thereafter, and when requested by either party due to an incident of violence. Every three years, and within six months of ratification of this Agreement the Committee shall develop and implement a plan which will include a review of appropriate security resources and to prevent and protect employees from violence at the Medical Center, by evaluating reported instances of violence and implementing changes which will increase safety. The Committee shall develop, implement and monitor progress on the plan.

The Medical Center will assure in-person, interactive prevention training as recommended by the Committee, and is provided to all applicable personnel within 90 days of employment.

The Employer shall provide free counseling services for nurses who are subjected to workplace violence, through the employer sponsored employee assistance program. Nurses shall not be retaliated against for reporting incidences of workplace violence.

The Medical Center retains full responsibility for providing a safe and secure workplace for all nurses, patients and visitors.

ARTICLE 20 – TERM OF AGREEMENT

20.1 Duration and Renewal. This Agreement shall become effective on the first day of the first full pay period following ratification of this Agreement, and shall continue in full force and effect through and including March 31, 2022, 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) days prior to the anniversary date of the date of expiration.

20.2 Notices to Amend and to Terminate. If notice to amend is given, this Agreement shall remain in effect until the terms of a new or amended agreement are agreed upon; provided, however, that if a notice 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 scheduled in such notice to terminate, which notice shall be subsequent to March 31 of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to amend.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 11th day of FEBRUARY, 2020.

PEACEHEALTH PEACE ISLAND MEDICAL CENTER

Shawna Unger
System VP HR Partner Organization

WASHINGTON STATE NURSES ASSOCIATION

Barbara Friesen
WSNA Nurse Representative

Melissa Aylward
WSNA Negotiating Team Member

Suzanne Cochran
WSNA Negotiating Team Member

Lesley Preysz
WSNA Negotiating Team Member

APPENDIX A

AUTHORIZATION TO MAKE PAYROLL DEDUCTION FOR ASSOCIATION DUES

I hereby authorize my Employer _____ to deduct my Washington State Nurses Association dues from my salary each year in 12, 24, or 26 equal deductions beginning with the next pay period. This money is in payment of annual dues to my professional association and is to be remitted to the Washington State Nurses Association. This card is to be retained by the above named Employer and will remain in force until withdrawn by me in writing.

_____ _____

Date Signature of Employee

APPENDIX B

The minimum hourly rate of pay for staff nurses covered by this Agreement shall be in accordance with the number of years of continuous service set forth below, and shall be effective the first full pay period following the dates set forth below:

	3/31/2019	1/1/2020*	1/1/2021*
	3%	3%	3%
Base	$33.45	$34.45	$35.48
1 year	$34.91	$35.96	$37.04
2 years	$36.40	$37.49	$38.61
3 years	$37.83	$38.96	$40.13
4 years	$39.26	$40.44	$41.65
5 years	$40.71	$41.93	$43.19
6 years	$42.15	$43.41	$44.71
7 years	$43.61	$44.92	$46.27
8 years	$45.07	$46.42	$47.81
9 years	$46.54	$47.94	$49.38
10 years	$47.96	$49.40	$50.88
12 years	$49.20	$50.68	$52.20
14 years	$50.67	$52.19	$53.76
16 years	$52.10	$53.66	$55.27
18 years	$53.44	$55.04	$56.69
20 years	$54.74	$56.38	$58.07
22 years	$56.12	$57.80	$59.53
24 years	$57.53	$59.26	$61.04
26 years	$58.99	$60.76	$62.58
28 years	$59.71 **	$61.50	$63.36
30 years	$60.44	$62.25	$64.12
32 years	$61.95	$63.81	$65.72

* Annual increases will be effective the first full pay period following January 1st of the corresponding year.

** New Step 28 added first full pay period following ratification

APPENDIX C

RN Clinic

The minimum hourly rate of pay for staff nurses covered by this Agreement shall be in accordance with the number of years of continuous service set forth below, and shall be effective the first full pay period following the dates set forth below

	3/31/2019	1/1/2020*	1/1/2021*
	3.00%	3.00%	3.00%
Base	$ 35.92	$ 36.99	$ 38.10
1 Year	$ 36.63	$ 37.73	$ 38.86
2 Years	$ 37.54	$ 38.67	$ 39.83
3 Years	$ 38.49	$ 39.65	$ 40.84
4 Years	$ 39.44	$ 40.62	$ 41.84
5 Years	$ 40.44	$ 41.65	$ 42.90
6 Years	$ 41.24	$ 42.48	$ 43.75
7 Years	$ 42.07	$ 43.33	$ 44.63
8 Years	$ 42.90	$ 44.19	$ 45.51
9 Years	$ 43.76	$ 45.08	$ 46.43
10 Years	$ 44.64	$ 45.98	$ 47.36
11 Years	$ 45.32	$ 46.68	$ 48.08
12 Years	$ 45.99	$ 47.37	$ 48.79
13 Years	$ 46.68	$ 48.08	$ 49.52
14 Years	$ 47.38	$ 48.80	$ 50.27
15 Years	$ 48.09	$ 49.53	$ 51.02
16 Years	$ 48.56	$ 50.02	$ 51.52
17 Years	$ 49.06	$ 50.53	$ 52.05
18 Years	$ 49.55	$ 51.04	$ 52.57
19 Years	$ 50.05	$ 51.55	$ 53.10
20 Years	$ 50.54	$ 52.06	$ 53.62
21 Years	$ 51.05	$ 52.58	$ 54.16
22 Years	$ 51.56	$ 53.11	$ 54.70
23 Years	$ 52.08	$ 53.64	$ 55.25
24 Years	$ 52.60	$ 54.18	$ 55.81
25 Years	$ 53.13	$ 54.72	$ 56.36
26 Years	$ 53.66	$ 55.27	$ 56.93

	3/31/2019	1/1/2020*	1/1/2021*
27 Years	$ 54.20	$ 55.82	$ 57.50
28 Years	$ 54.73	$ 56.38	$ 58.07
29 Years	$ 55.28	$ 56.94	$ 58.65
30 Years	$ 55.84	$ 57.51	$ 59.24

* Annual increases will be effective the first full pay period following January 1st of the corresponding year.

MEMORANDUM OF UNDERSTANDING #1

Absenteeism

Attendance expectations shall be administered within the requirements of applicable leave laws. For full-time and part-time nurses, work attendance on a regular basis is a condition of continued employment.

After no less than four (4) separate occurrences of unscheduled absences within a six (6) month period, a mandatory meeting shall occur to determine the underlying circumstances. An unscheduled absence shall consist of any missed work time not preapproved by the nurse's director or designee and shall not include low census time. An occurrence is defined as one (1) or more consecutive days of unscheduled absence. Instances where a nurse is sent home or mandated not to be at work during a federally declared pandemic event as determined by Occupational Health, shall not count as an occurrence.

The nurse, the Local Unit Chairperson or designee if requested by the nurse, and the Clinical Director or designee will work out a written agreement setting forth attendance expectations in light of the employee's particular circumstances. If the nurse thereafter is out of compliance with the terms of the agreement, another meeting will occur and the disciplinary process may commence at that point.

The issue of absenteeism within the bargaining unit shall be the subject of discussion and analysis in regularly scheduled meetings of the WSNA/Management Committee on at least a quarterly basis.

WASHINGTON STATE NURSES ASSOCIATION	PEACE ISLAND MEDICAL CENTER
By: Barbara Swaine	By:
Date: 2/12/2020	Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #2

Temporary Additional Compensation

The following process will occur in the event the Employer determines there is a need to compensate nurses, on a temporary basis, higher than the amounts prescribed by the language of this Agreement. The Employer must notify the Association in writing of the compensation it seeks to implement on a temporary basis. The Association must make itself available to allow the parties sufficient time to meet and negotiate the issue within fifteen (15) calendar days following the notice. The parties may extend this timeline by mutual agreement. The parties will negotiate in good faith to reach an agreement on what the Employer has proposed.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Swain

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #3

PIMC Mandatory Education Travel to St. Joseph Medical Center and PeaceHealth United General Medical Center

For RNs traveling by ferry to attend mandatory training offered at PeaceHealth St. Joseph Medical Center or PeaceHealth United General Medical Center will be compensated for a total of 6 hours travel time (inclusive of 3 hours each way).

For RNs traveling by air to attend mandatory training offered at PeaceHealth St. Joseph Medical Center or PeaceHealth United General Medical Center will be compensated for a total of 5 hours travel time (inclusive of 2.5 hours each way).

The nurse will be paid these hours at their regular rate of pay.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Swanson

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #4

Family Medical Clinic Registered Nurses

Washington State Nurses Association and PeaceHealth Peace Island Medical Center hereby agree to the following terms regarding integration of the Family Medical Clinic nurses into the bargaining unit:

1. Negotiating Team. Time spent by member of the Association's negotiating team in negotiation sessions shall count for purposes of computing service increments and accrual of benefits in keeping with Article 4.7.

2. Inclusion in the bargaining unit. The Medical Center recognizes the Association as the sole and exclusive bargaining agent for all registered nurses in the Family Medical Clinic.

3. Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix C.

4. Seniority. Article 10.1 "Seniority" applies to Family Medical Clinic nurses with the following addition: A nurse's hospital wide seniority shall be calculated per Article 10.1 to include a nurse's most recent date of employment as a PeaceHealth Family Medical Clinic nurse.

5. Nine-hour shift. Where mutually agreeable to the Medical Center, the Association and the nurse concerned, a normal workday may consist of nine (9) hours. All time worked in excess of nine (9) hours on any shift shall be paid at a premium rate of time and one-half the regular rate of pay. All time worked in excess of twelve (12) hours shall be paid at the premium rate of double the regular rate of pay.

6. Minimum requirements. Per diem Clinic nurses whose primary position is at the Clinic must be available to be scheduled to work a minimum of four (4) shifts per month. Per diems Clinic nurses whose primary position is at Peace Island Medical Center must work at least 64 hours during the six-month period beginning on January 1 and July 1 each year. Per diem clinic nurses who are scheduled to work a shift and are called off on Mandatory Low Census shall have those hours counted as worked.

7. Full application of contract. All provisions of the parties' Agreement apply to the nurses as of September 6, 2017. Nurses shall not be treated as probationary.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Swesin

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #5

Perioperative Resource Nurse

A perioperative nurse who works closely with the department NTL and OR Manager who creates and maintains surgeon preference cards, supplies, implants, and instrumentation needs of the surgical department. Additionally, this nurse is the primary person responsible for all sterilization needs for Peace Island Medical Center. The Perioperative Nurse Specialist is knowledgeable about department policy and procedures. The nurse who occupies this position shall receive a differential equivalent to Article 8.4 Relief Nurse Team Leader differential, for all compensated hours.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Swesen

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #6

Sale, Merger or Transfer

In the event the Hospital merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Hospital shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Hospital shall comply with all laws and statutory requirements in effect at the time of the sale, merger or transfer. The Hospital will also provide notice to the Association of any such sale, lease or transfer at least ninety (90) days prior to the closing date.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Swaren

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020

MEMORANDUM OF UNDERSTANDING #7

Lump Sum Payment

Effective the first pay period following ratification, nurses prorated by FTE will be eligible for a $500 lump sum payment. 0.9 FTE caregivers will be considered full time for this lump sum payment and will receive $500. Per Diem nurses will be eligible for a $200 lump sum payment.

WASHINGTON STATE NURSES ASSOCIATION

By: Barbara Gruden

Date: 2/12/2020

PEACE ISLAND MEDICAL CENTER

By:

Date: 2/11/2020