

## **Appendix B for Clinical Documentation Specialists**

Except as modified below, all the terms and conditions set forth in the parties' collective bargaining agreement shall apply to Clinical Documentation Specialists:

### **Article 2 – RECOGNITION**

The Medical Center recognizes a new group of bargaining unit employees certified by the National Labor Relations Board. All full-time and regular part-time clinical documentation specialists employed at Providence Sacred Heart Medical Center located in Spokane, Washington; excluding all other employees, guards and supervisors as defined in the Act as certified by the National Labor Relations Board on March 24, 2021, in case No. 19-RC-270084.

#### **4.11 Seniority**

Seniority is measured by the total number of hours (based upon assigned FTE as a clinical documentation specialist) plus total number of hours in a non-management RN position at PSHMC that required an RN, including overtime hours (but not the premium hours portion of overtime), PTO EIT, Bereavement Leave and Low census hours.

**4.14 RN Preceptor** – If developed and implemented by SHMC for CDI, would apply to clinical documentation specialists assigned to perform a Preceptor role.

**4.15 Team Leader** – If developed and implemented by SHMC for CDI, would apply to clinical documentation specialists assigned to perform a Team Leader role.

#### **NEW 4.16 Clinical Documentation Specialist**

Clinical documentation specialists are exempt caregivers holding an RN license who perform chart review and provide clinical documentation support to ensure accuracy of data in the medical record.

### **Article 5 – ASSOCIATION MEMBERSHIP**

#### **5.1 Membership**

All clinical documentation specialists covered by this Agreement, who were hired on or before the date of ratification of this Addendum, and are members of the Association or in the future voluntarily become members of the Association shall, as a condition of employment thereafter, remain members in good standing for the duration of this Agreement. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

It shall be a condition of employment that all clinical documentation specialists covered by this Agreement who are hired after the date of ratification of this Addendum, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association.

Clinical documentation specialists who fail to comply with this membership requirement shall be discharged by the Medical Center within thirty (30) calendar days after receiving written

notice from the Association, unless the clinical documentation specialist fulfills the membership obligation set forth in this Agreement. Association membership applications and payroll authorization will be distributed to each new clinical documentation specialist. The Medical Center will notify clinical documentation specialists of the membership requirement at time of hire.

## **5.2 Rosters**

Twice a year, in the months of January and July, the Medical Center shall supply electronically to the Association, a roster of all clinical documentation specialists covered by this Agreement. On a monthly basis, a list of additions, corrections and deletions to this list will be supplied electronically to the Association and the Local Unit Chairperson. The roster and monthly additions list shall provide names, addresses, rates of pay, classification, date of employment, telephone numbers, employee identification numbers, unit and budgeted hours (based on FTE). The Association will maintain the confidentiality of this information provided. The Association hereby indemnifies and agrees to hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center as a result of the release of this information to the Association.

## **Article 6 – WAGES**

### **Placement on the Wage Scale**

Within two pay periods following ratification, current clinical documentation specialists will be placed on the RN wage scale at the step that most closely corresponds with their credited years of nursing experience, unless that step is below the current rate that represents the hourly equivalent of their annualized wages. In the case of credited years of nursing experience leading to step placement that is at a lower rate than a clinical documentation specialist's current rate, the clinical documentation specialist will receive a 2% increase and will be placed on the RN wage scale at the step that most closely corresponds with, but is not below, the rate that represents the hourly equivalent of their annualized wages. In no event shall a clinical documentation specialist receive less than 2% increase and placement on the RN wage scale at the step that most closely corresponds with, but is not below, the rate that represents the hourly equivalent of their annualized wages. Clinical documentation specialists will remain salaried exempt employees.

Within thirty (30) days following initial placement on the RN wage scale, any clinical documentation specialist who does not agree with their credited years of experience may seek an experience credit review to be conducted in accordance with Article 6.2 of the collective bargaining agreement. Clinical documentation specialists will be required to provide evidence of claimed nursing experience.

## **Article 7 – PREMIUM PAY**

**7.1 through 7.3** no application to clinical documentation specialists.

### **7.4 Temporary Assignment to a Higher Position**

If developed and identified by SHMC for CDI, assignment to any higher position shall be compensated at the rate of pay of that higher position for hours worked in that role.

#### **7.5 Certification Premium**

All clinical documentation specialists who hold a certification as a certified clinical documentation specialist shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour. In the alternative, clinical documentation specialists who have a Master's of Science in Nursing (MSN) will receive a premium of one dollar and twenty-five cents (\$1.25) per hour in lieu of certification pay (clinical documentation specialists will not receive both certification pay and the MSN premium). The Medical Center agrees to provide up to \$500 to reimburse clinical documentation specialists for each testing fee for passed tests or renewal fee required to obtain and maintain this certification.

**7.6 Charge Nurse Premium.** If developed and implemented by SHMC for CDI, would apply to clinical documentation specialists assigned to perform a Charge Nurse role.

**7.7 Supplemental Nurse Premium.** Would apply to CDI if supplemental clinical documentation specialists are used.

**7.7.1 Supplemental Returning to Core Position.** Would apply to CDI if supplemental clinical documentation specialists are used.

**7.8 Weekend Premium.** No application to clinical documentation specialists.

**7.9 Preceptor Premium.** If developed and implemented by SHMC for CDI, would apply to clinical documentation specialists assigned to perform a Preceptor role.

### **Article 8 – HOURS OF WORK**

#### **8.1 Basic Work Week**

Clinical documentation specialists are exempt employees. The general expectation is that clinical documentation specialists will work approximately 40 hours per week, though they may work more or less than 40 hours per week, depending on work volume.

#### **8.2 Basic Work Day**

Clinical documentation specialists are exempt employees. The general expectation is that clinical documentation specialists will work approximately 8 hours per day, though they may work more or less than 8 hours per day, depending on work volume.

**8.3 through 8.13** no application to clinical documentation specialists.

### **Article 9 – EMPLOYMENT PRACTICES**

#### **9.2 Evaluations**

Clinical documentation specialists shall be given a written evaluation by the clinical documentation specialist's supervisor prior to the end of the probationary period and annually thereafter no later than March 31<sup>st</sup> of each calendar year. In the event the time frame for the

evaluation changes to a time period after March 31 or each year, the Medical Center agrees to provide notice and discuss the transition to the new time frame. If a clinical documentation specialist disagrees with the evaluation, the clinical documentation specialist may object in writing to the evaluation, and such objection shall be retained by the Medical Center with the evaluation. When such written evaluation is carried out, the clinical documentation specialist will, by electronic signature, signify awareness of the evaluation. The clinical documentation specialist's signature does not indicate whether the clinical documentation specialist agrees or disagrees with the evaluation. The clinical documentation specialist may choose to print the evaluation at the time the evaluation is electronically signed by the clinical documentation specialist. The clinical documentation specialist will also have access to the evaluation electronically.

**9.4 Low Census.** No application to clinical documentation specialists

**9.5 – Reassignment/Layoff**

In all reassignments/layoffs and recall from reassignment/layoffs, clinical groups shall be controlling. Clinical documentation specialists are in a closed clinical group. The Medical Center will not use the layoff procedure to effect staffing changes between bargaining unit employees and non-bargaining unit employees. In the event of reassignment/layoff of regular status clinical documentation specialists, the Medical Center will give twenty-one (21) calendar days written notice to the Association, Local Unit Chairperson and the affected clinical documentation specialists. At least twenty-one (21) days prior to a reassignment/layoff the Medical Center will take the following steps:

- 1) Management will identify the number of hours and positions that need to be reduced.
- 2) At the same time the Notice of Reassignment/Layoff is provided to the bargaining unit, the Medical Center will provide the Association a list of all open positions in the Hospital and will hold vacant open positions and positions approved to be filled within the clinical documentation specialist unit. In addition, outside of the clinical documentation specialist unit, the Medical Center will hold one vacant position per unit per shift where multiple vacancies exist. For example, if a non-affected unit has three openings on days, two on evenings and one on nights, the Medical Center will hold one day position and one evening position for that unit.
- 3) A low seniority roster for clinical documentation specialists will be established and distributed to the Association and to the Local Unit Chairperson.
- 4) Except in cases of emergency, agency and traveling nurses shall not be scheduled to work on units and shifts which the Hospital has identified for a reduction. Supplemental nurses will not be used to circumvent the restoration of displaced positions.

During the twenty-one (21) day period the following events will occur:

- 5) In event of the elimination or sale of an entire unit or service, affected clinical documentation specialists will provide written notice to Human Resources if they do not wish to participate in the reassignment to obtain a position at PSHMC, two (2) calendar weeks after the notice of reassignment/Layoff. Prior to the reassignment or layoff, a clinical documentation specialist may change their decision and participate in the reassignment or layoff.
- 6) The potential affected clinical documentation specialists will be notified. The Association and the Medical Center shall meet within ten (10) days of the notice of reassignment or layoff to discuss the process. Thereafter, as part of the affected clinical documentation specialists' preparation for the reassignment or layoff, the Association, the Medical Center and the affected clinical documentation specialists shall meet to discuss the process of Layoff/Reassignment.
- 7) Any clinical documentation specialist in the affected clinical group may volunteer, interview and if deemed qualified (Section 9.5.1), be granted a transfer to a vacant available position outside of their Clinical Group. Volunteer transfers outside the clinical group will be limited to the total number of hours per pay period needing to be reassigned from the affected clinical group(s).

In the event of a "plant closing" or "mass layoff" as defined in the federal Worker Adjustment and Retraining Notification Act (WARN), and provided the Medical Center must comply with the provisions of this Act, the written notice period shall be sixty (60) calendar days.

**9.5.1 Definitions.** As used in this Section 9.5, the following terms shall apply:

- 1) "**Clinical Groups**" are defined in the Addendum of this Agreement. Clinical documentation specialists are in a closed clinical group.  
  
\*In the event a new unit is developed, the Nurse Conference Committee shall have an opportunity to review and recommend its placement within the appropriate clinical group.
- 2) "**Qualified**" means the ability to independently provide safe, direct patient care for the standard case load within the clinical documentation specialist's assigned clinical group. The clinical documentation specialist must demonstrate competency in the essential clinical skills within the standard orientation and precepting for the specific unit. If Team Lead or Charge assignments are developed and implemented by SHMC for CDI, prior to assignment orientation to the team leading and charge responsibilities will be in addition to the standard clinical orientation for the clinical documentation specialist unit.

- 3) **"Seniority"** For purposes of layoff and recall, Medical Center seniority shall be computed as follows:
- a. Total hours worked (based upon assigned FTE as a clinical documentation specialist plus all previous (non-management) RN hours of prior work at SHMC including overtime hours, (but not premium hours portion of overtime), PTO, EIT (where applicable) and Bereavement Leave hours paid plus low census hours) as of the end of the last complete pay period preceding notice of layoff. There will be no bumping into a Clinical Documentation Integrity assignment by anyone outside of the clinical documentation specialist clinical group.
  - b. A clinical documentation specialist shall be entitled to seniority after completing the probationary period, whereupon seniority rights shall be retroactive to the employment date.
- 4) **"Reassignment"** is defined as a mandatory change of shift and/or unit without a mandatory reduction in budgeted hours (based on FTE) for an indefinite period of time.
- 5) **"Layoff"** is defined as a mandatory full or partial reduction in a clinical documentation specialist's hours for an indefinite period of time. A clinical documentation specialist who is laid off shall have the right at the time of layoff to receive accumulated PTO upon written request to the Medical Center.
- 6) **"Comparable Position"** is defined as the same shift and number of equivalent hours within a clinical group.
- 7) **"Equivalent Hours"** is defined as hours per pay period in the following combinations: 70-80 hours; 50-69 hours; 40-49 hours per pay period. During the reassignment/layoff process, the clinical documentation specialist will not increase or be forced to decrease their budgeted hours, e.g., a clinical documentation specialist working the equivalent of 56 hours per pay period who takes a 64 hour per pay period position will remain at 56 hours per pay period. Likewise, a clinical documentation specialist working the equivalent of 64 hours who takes a 56-hour position may remain and be scheduled at 64 hours per pay period on that unit.
- 8) **"Low Seniority Roster"** is the roster developed during reassignment/layoff for the clinical documentation specialist clinical group from which displaced clinical documentation specialists may select comparable positions for bumping. The number of positions on the low seniority roster shall be equal to the number of comparable positions of staff desiring to be reassigned and retain a position at PSHMC. If, during reassignment, staff elects not to accept a position or select a position outside of the clinical group, the low seniority roster will be adjusted so there are only equal numbers of positions available on the roster for those remaining to be reassigned.

- 9) **“Displaced Clinical Documentation Specialist”** is a clinical documentation specialist whose position has been eliminated or reduced during a reassignment/layoff or a clinical documentation specialist who has been bumped as a result of the reassignment/layoff process but whose seniority allows the clinical documentation specialist to bump into a position.

**9.5.2 Reassignment/Layoff Procedure.** The reassignment/layoff process shall be accomplished by a reduction of the least senior clinical documentation specialists(s) within SHMC Clinical Documentation Integrity followed by choosing intra-unit bumping on the basis of seniority, most to least senior as provided below. The reassignment/layoff procedure will be used in situations when clinical documentation specialists will experience a mandatory reassignment/layoff. The reassignment/layoff procedure is as follows:

- A. **Intra Unit Bumping.** A displaced clinical documentation specialist, wishing to remain on their unit may elect to do the following:
- 1) Take a vacant position of equivalent hours;
  - 2) If no vacancy of equivalent hours, bump the least senior clinical documentation specialist of equivalent hours;
  - 3) If no position of equivalent hours, may take a vacant position of lesser hours;
  - 4) If no vacant position of lesser hours, bump the least senior clinical documentation specialist with a lesser number of scheduled hours, but at least twenty (20) hours per week so the clinical documentation specialist may retain benefits (unless the displaced clinical documentation specialist is in a current FTE of lesser hours).
- B. **Bumping Outside of the Clinical Group.**
- 1) Clinical documentation specialists who are not able to or elect not to remain on their unit may choose to take a vacant position of equivalent hours outside the clinical documentation specialist clinical group for which they are qualified if the clinical documentation specialist so desires.<sup>2)</sup> If none, take a vacant position if qualified of fewer hours but at least twenty (20) hours per week so the clinical documentation specialist may retain benefits (unless the displaced clinical documentation specialist is in a current budgeted position of lesser hours) outside the clinical documentation specialist clinical group.<sup>3)</sup> If no vacant position exists, bump the least senior nurse in a position of equivalent hours or fewer hours but at least twenty (20) hours per week so the

clinical documentation specialist may retain benefits (unless the displaced clinical documentation specialist is in a current budgeted position of lesser hours) if the displaced clinical documentation specialist has more seniority and is qualified as determined by an interview.4) A clinical documentation specialist on layoff status who is either employed on a reduced FTE status or as a supplemental clinical documentation specialist may complete and transmit to the Nurse Staffing Office, a list of units where the clinical documentation specialist feels able to perform the work needed in accordance with Section 9.11 of this Agreement. Clinical documentation specialists who have experienced a complete reduction of FTE shall be allowed to transfer to supplemental status within clinical documentation specialist clinical group. Such clinical documentation specialist will be given priority over nurses on regular supplemental status for temporary staffing needs up to the clinical documentation specialist's pre-layoff budgeted FTE per pay period.

- 5) A clinical documentation specialist who is laid off shall at the time of layoff be paid for all their accumulated PTO.
- 6) The Medical Center will not use the layoff procedure to effect staffing changes between bargaining unit employees and non-bargaining unit employees.

**9.5.2.1 Reinstatement Roster.** In the event of a reassignment/layoff, the names of clinical documentation specialists who did not retain a comparable position within the clinical documentation specialist Clinical Group will be placed on the reinstatement roster for a period of one (1) year from the date of reassignment/layoff. A clinical documentation specialist who has been placed on the reinstatement roster will be removed only when they accept or refuse to accept a comparable position within the clinical documentation specialist Clinical Group.

If a clinical documentation specialist, because of layoff or reassignment, takes a supplemental position on their unit or takes a position on another unit, and if such clinical documentation specialist applies for a vacant position on their original unit, the clinical documentation specialist will have the same status as a core unit nurse for all openings on that unit for a period of one year over all non-unit applicants.

**9.5.2.2 Order of Reinstatement.**

- 1) Vacant positions (including increasing the budgeted hours of existing positions) will be offered to all clinical documentation specialists on the reinstatement roster as they become available before any transfers within



the Medical Center take place and before they are posted. Clinical documentation specialists on the reinstatement roster will be called by the Human Resources Department and offered position(s) in the clinical documentation specialist Clinical Group as they occur. When a vacancy is filled from the reinstatement roster, the order of reinstatement will be in order of seniority. A clinical documentation specialist unable to respond to notice of recall due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status. Clinical documentation specialists on the reinstatement roster shall be given priority for supplemental vacancies within the clinical documentation specialist Clinical Group. If a supplemental vacancy occurs, clinical documentation specialists on the reinstatement roster shall be notified and given priority for such position within the clinical documentation specialist Clinical Group. A clinical documentation specialist who accepts a supplemental position shall remain on the reinstatement roster per 9.5.2.1. A clinical documentation specialist on the reinstatement roster who refuses a supplemental position shall remain on the reinstatement roster for a comparable position and shall notify Human Resources if they choose to be notified of future supplemental vacancies.

- 2) Clinical documentation specialists on the reinstatement roster may apply for positions outside the clinical documentation specialist Clinical Group and will be given preference; however, the Medical Center shall not be obligated to inform clinical documentation specialists about these positions.
- 3) The Human Resources Department shall call each eligible clinical documentation specialist on the reinstatement roster on the same day. The clinical documentation specialists will be told that the other clinical documentation specialists on the reinstatement roster are being called at the same time. Each clinical documentation specialist shall have 48 hours to inform the Human Resources Department whether they accept the position. The most senior person wishing to accept the offer will get the position and the remaining clinical documentation specialists will be informed of the outcome. A clinical documentation specialist on the reinstatement roster who refuses to accept a non-comparable position within the clinical documentation specialist Clinical Group will not be removed from the reinstatement roster. A clinical documentation specialist on the reinstatement roster who accepts a non-comparable position will remain on the reinstatement roster until offered a comparable position. If no clinical documentation specialist from the reinstatement roster accepts the position, transfers within the Medical Center may take place and the position may be posted. Clinical documentation specialists

on the reinstatement roster are responsible for keeping Human Resources apprised if they are unable to be reached by phone. If Human Resources is unable to reach the clinical documentation specialist by phone within 48 hours, the position will be given to the most senior eligible clinical documentation specialist who responded that they accepted the position.

**9.5.2.3 Benefits and Seniority Restoration.** Upon re-employment from such roster, the clinical documentation specialist shall have all previously accrued benefits and seniority restored with no change to the clinical documentation specialist's anniversary date or tenure date if the clinical documentation specialist is reinstated within 30 days.

**9.5.2.4 Loss of Seniority.** Clinical documentation specialists shall only lose their seniority rights for one of the following reasons:

- \* Voluntary termination.
- \* Discharge for just cause.
- \* Failure to report from layoff within fifteen (15) days after receiving notification of a comparable position.
- \* Failure to keep the Medical Center informed of current address and phone number while on layoff.

**9.5.3 Severance Pay.** A clinical documentation specialist who is laid off will be provided severance pay under one of the following conditions:

- 1) The clinical documentation specialist does not receive a comparable employment opportunity and subsequent offer of continued employment at PSHMC through the reassignment/lay off procedure.
- 2) One week for each year of service with a minimum of 2 weeks and a maximum of 20 weeks. "Years of Service" are defined as total full years of service at PSHMC from date of hire as a clinical documentation specialist. A partial year of service will not be counted. Each week of severance pay will be based on their current FTE.

Medical, dental, vision insurance coverage and any other benefits to which the employee is legally entitled will continue through the end of the month in which the employee's employment ends.

The calculation for severance pay will be based on the regular rate of pay at the time of layoff plus any certification pay. Severance pay will be paid to the clinical documentation

specialist in a single lump sum payment, based on the calculation described above. If a clinical documentation specialist returns to employment at PSHMC during the severance period, a pro-rated amount of the lump sum must be repaid.

PTO and EIT (where applicable) will not accrue on severance pay.

## **9.10 Open Positions Posted**

Notices of clinical documentation specialist positions to be filled shall be posted on the Sacred Heart Medical Center Internet Job Posting web page at least five (5) days in advance of filling the position in order to afford presently employed Registered Nurses the first opportunity to apply. All position requests will be made via the Internet application process. The Medical Center will notify each nurse who was not selected for the position within seven (7) days from the date the position is filled.

**9.10.1 Intra-Unit Transfers:** Intra-unit postings (including any extra hours to be added to existing FTEs) shall be emailed to all clinical documentation specialists at least five (5) days in advance of filling the position. The intra unit postings shall include: the budgeted hours per week and qualifications. This affords presently employed clinical documentation specialists on that unit the opportunity to request to add additional hours to existing FTEs as posted. Clinical documentation specialists interested in the additional hours will email their manager and apply through the applicant tracking system to identify their interest within the five (5) day period. Intra-unit additions of hours to existing FTEs of clinical documentation specialists will be administered based on seniority. Full-time or part-time clinical documentation specialists ~~working on a unit~~ shall have priority for positions which open in Clinical Documentation Integrity over supplemental clinical documentation specialists.

**9.10.2 Inter-Unit Transfers:** For clinical document specialists transferring out of Clinical Documentation Integrity, inter-unit department transfers will occur within six (6) weeks of the date the employee accepts the position unless mutually agreed upon by staff and managers.

A supplemental nurse who has met the commitments contained in the Supplemental Agreement and been assigned on a unit for a minimum of twelve (12) months will be given priority in filling open positions on that unit over staff from outside the unit.

Full-time and part-time clinical documentation specialists as well as supplemental clinical documentation specialists may bid on posted positions outside the clinical documentation specialist clinical group. Selections will be determined by qualifications and seniority.

If a clinical documentation specialist desiring to transfer outside of the clinical documentation specialist clinical group questions the seniority of another RN who they feel has less seniority but who applied for and was awarded the position sought by the clinical documentation specialist, the objecting clinical documentation specialist must

notify the manager within ten (10) calendar days after the transferred RN begins their new schedule so that seniority can be tabulated and resolution achieved.

After being selected for a new position, a clinical documentation specialist shall remain in that position for a minimum of six months before seeking another inter-unit transfer, unless otherwise agreed to by the Employer.

Nurses working outside of Clinical Documentation Integrity may apply and will be considered for positions within the clinical documentation specialist clinical group, but may not bid into positions within the unit.

**9.10.3 Records of Postings and Applications.** All postings and applications shall be retained by Human Resources for a period of at least 45 days.

**9.12 Float Pool.** CDI is a closed unit and has no designated clinical float group. CDS nurses may not be required to float outside of CDI.

**9.15 through 9.18 Staffing.** Do not apply to clinical documentation specialists as drafted, but nothing in this Appendix shall preclude or prohibit a clinical documentation specialist from attending the pre-established Nurse Staffing Committee or preclude or prohibit discussion of clinical documentation specialist staffing issues at the pre-established Nurse Staffing Committee.

#### **Article 10 – PAID TIME OFF**

Current PTO policies apply through contract expiration.

#### **Article 11 – EXTENDED ILLNESS TIME**

Current EIT policies and Short-Term Disability/Paid Parental Leave policies apply.

#### **Article 12 – LEAVE OF ABSENCE**

Current leave of absence and related policies apply through contract expiration.

#### **Article 13 – BENEFITS**

**13.3 and 13.5 through 13.9** Current benefits apply through contract expiration.

#### **Article 15 – GRIEVANCE PROCEDURE**

##### **15.1 Grievance Procedure**

Any matters involving disagreement over the application or interpretation of this Agreement shall be handled in the following manner:

**15.1.1 Informal Resolution.** It is the intent of the Employer and Association that issues pertaining to the interpretation or application of this Agreement be resolved informally between the clinical documentation specialist and their immediate supervisor. In the event such issue cannot be resolved informally, it shall be processed in accordance with the following procedure except that the

parties may agree to move the grievance directly to the step with the management representative with the authority to resolve the problem.

**15.1.2 Step 1. Clinical Documentation Specialist, WSNA Representative and Manager.** The clinical documentation specialist shall submit the grievance in writing to the clinical documentation specialist's immediate supervisor by hand delivering, emailing, certified mail/return receipt or faxing the grievance form to the Human Resources Department within fourteen (14) calendar days from when the clinical documentation specialist should have known a grievance exists. If hand delivered, the grievance will be date stamped, and the person delivering the grievance will receive a copy of the date stamped grievance upon request. The written grievance will identify which article(s) have been allegedly violated and will include a summary of the circumstances surrounding the alleged violation. Any additional article(s) allegedly violated will be identified by Step 3 at the latest. The grievant will identify the desired action/outcome. The immediate supervisor shall conduct a meeting with the clinical documentation specialist and the WSNA representative(s) within seven (7) calendar days from the receipt date to discuss the matter. The clinical documentation specialist Manager shall be given fourteen (14) calendar days from the date of the meeting to issue a written response by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.3 Step 2. Clinical documentation specialist, WSNA Representative and Director (and Nursing Director if Director is not an RN).** (If the Director hears the grievance at Step 1, proceed to Step 3). If the grievance is not resolved to the clinical documentation specialist's satisfaction, the clinical documentation specialist shall submit the grievance to the Director by hand delivering, emailing certified mail/return receipt or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 1 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Director shall conduct a meeting with the clinical documentation specialist and the WSNA representative within seven (7) calendar days of the receipt date to discuss the matter. The Director shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.4 Step 3. Clinical documentation specialist, WSNA Representative, Chief Nursing Officer, or Designee.** If the grievance is not resolve to the clinical documentation specialist's satisfaction, the clinical documentation specialist shall submit the grievance to the Chief Nursing Officer or designee by hand delivering, emailing, certified mail/return receipt or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 2 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Chief Nursing Officer, or designee, shall

conduct a meeting with the clinical documentation specialist and the WSNA Representative within seven (7) calendar days of the receipt date to discuss the matter. The Chief Nursing Officer, or designee, shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.5 Step 4. Clinical documentation specialist, WSNA Representative and Medical Center Executive.** If the grievance is not resolved to the clinical documentation specialist's satisfaction, the clinical documentation specialist shall submit the grievance to the Medical Center Executive or designee by hand delivering, certified mail/return receipt, emailing or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 3 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Medical Center's Executive or designee shall conduct a meeting with the clinical documentation specialist and the WSNA Representative within seven (7) calendar days of the receipt date to discuss the matter. The Medical Center's Executive or designee shall be given seven (7) days to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.6 Step 5. Arbitration.** If the grievance is not resolved at Step 4 above, the Association may within fourteen (14) calendar days of receipt of the Step 4 decision submit the issue in writing to the Medical Center President for arbitration by hand delivering, emailing certified mail/return receipt or faxing the grievance form to the Human Resources Department. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. Within seven (7) calendar days of receipt of the grievance form indicating that the dispute is submitted for arbitration, the Medical Center and the Association shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days of the receipt of the panel of arbitrators, the parties shall thereupon alternate in striking a name from the panel until one name remains. The party requesting arbitration shall strike the first name. The person whose name remains shall be the arbitrator. The arbitrator shall issue his/her written decision within thirty (30) calendar days from the date of the close of the hearing, and such decision shall be final and binding on the parties. Each party shall bear one-half (1/2) of the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

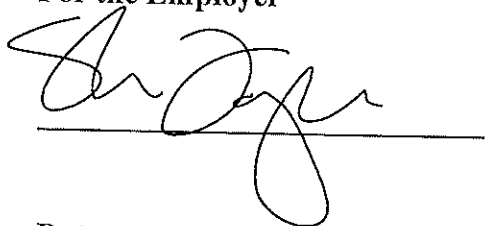
The arbitrator shall have no authority to change, amend or modify any terms or conditions of this Agreement.

**Appendix A.** Would apply to CDI if supplemental clinical documentation specialists are used.

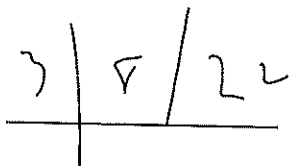
**Addendum.** Clinical documentation specialists as a closed unit for the purposes of the addendum.

**Memorandum of Understanding.** No application to clinical documentation specialists.

**For the Employer**

A handwritten signature in black ink, appearing to be "J. O. [unclear]", written over a horizontal line.

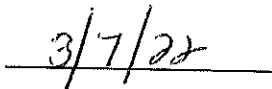
**Date**

The date "3/5/22" handwritten in black ink over a horizontal line.

**For the Union**

A handwritten signature in black ink, appearing to be "J. Smedley", written over a horizontal line.

**Date**

The date "3/7/22" handwritten in black ink over a horizontal line.